
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q**

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 1-16483



Mondelēz International, Inc.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

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

**Three Parkway North,
Deerfield, Illinois**
(Address of principal executive offices)

60015
(Zip Code)

(847) 943-4000
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

At July 24, 2015, there were 1,611,307,164 shares of the registrant's Class A Common Stock outstanding.

Mondelēz International, Inc.

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In this report, for all periods presented, “we,” “us,” “our,” “the Company” and “Mondelēz International” refer to Mondelēz International, Inc. and subsidiaries. References to “Common Stock” refer to our Class A Common Stock.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

Mondelēz International, Inc. and Subsidiaries
Condensed Consolidated Statements of Earnings
(in millions of U.S. dollars, except per share data)
(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
Net revenues	\$ 7,661	\$ 8,436	\$ 15,423	\$ 17,077
Cost of sales	4,595	5,331	9,416	10,768
Gross profit	3,066	3,105	6,007	6,309
Selling, general and administrative expenses	1,961	2,038	3,885	4,303
Asset impairment and exit costs	231	55	391	97
Gain on divestiture	(13)	–	(13)	–
Amortization of intangibles	46	55	92	109
Operating income	841	957	1,652	1,800
Interest and other expense, net	314	224	700	944
Earnings before income taxes	527	733	952	856
Provision for income taxes	100	91	213	64
Net earnings	427	642	739	792
Noncontrolling interest	21	20	9	7
Net earnings attributable to Mondelēz International	<u>\$ 406</u>	<u>\$ 622</u>	<u>\$ 730</u>	<u>\$ 785</u>
Per share data:				
Basic earnings per share attributable to Mondelēz International	<u>\$ 0.25</u>	<u>\$ 0.37</u>	<u>\$ 0.45</u>	<u>\$ 0.46</u>
Diluted earnings per share attributable to Mondelēz International	<u>\$ 0.25</u>	<u>\$ 0.36</u>	<u>\$ 0.44</u>	<u>\$ 0.46</u>
Dividends declared	<u>\$ 0.15</u>	<u>\$ 0.14</u>	<u>\$ 0.30</u>	<u>\$ 0.28</u>

See accompanying notes to the condensed consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Condensed Consolidated Statements of Comprehensive Earnings
(in millions of U.S. dollars)
(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
Net earnings	\$ 427	\$ 642	\$ 739	\$ 792
Other comprehensive earnings / (losses):				
Currency translation adjustment:				
Translation adjustment	397	373	(1,324)	140
Tax (expense) / benefit	104	(9)	(88)	(3)
Pension and other benefits:				
Net actuarial gain / (loss) arising during period	(28)	(6)	(28)	—
Reclassification of (gains) / losses into net earnings:				
Amortization of experience losses and prior service costs	67	35	119	69
Settlement losses	10	9	13	16
Tax (expense) / benefit	(18)	(8)	(31)	(21)
Derivatives accounted for as hedges:				
Net derivative gains / (losses)	66	(56)	10	(112)
Reclassification of (gains) / losses into net earnings	(44)	(2)	(48)	(4)
Tax (expense) / benefit	(29)	20	(13)	43
Total other comprehensive earnings / (losses)	525	356	(1,390)	128
Comprehensive earnings / (losses)	952	998	(651)	920
less: Comprehensive earnings / (losses) attributable to noncontrolling interests	30	20	(7)	6
Comprehensive earnings / (losses) attributable to Mondelēz International	<u>\$ 922</u>	<u>\$ 978</u>	<u>\$ (644)</u>	<u>\$ 914</u>

See accompanying notes to the condensed consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(in millions of U.S. dollars, except share data)
(Unaudited)

	June 30, 2015	December 31, 2014
ASSETS		
Cash and cash equivalents	\$ 1,958	\$ 1,631
Trade receivables (net of allowances of \$59 at June 30, 2015 and \$66 at December 31, 2014)	3,294	3,802
Other receivables (net of allowances of \$93 at June 30, 2015 and \$91 at December 31, 2014)	955	949
Inventories, net	3,000	3,480
Deferred income taxes	569	480
Other current assets	653	1,408
Current assets held for sale	1,459	—
Total current assets	11,888	11,750
Property, plant and equipment, net	8,728	9,827
Goodwill	21,055	23,389
Intangible assets, net	19,677	20,335
Prepaid pension assets	50	53
Other assets	1,281	1,461
Noncurrent assets held for sale	2,439	—
TOTAL ASSETS	\$ 65,118	\$ 66,815
LIABILITIES		
Short-term borrowings	\$ 4,483	\$ 1,305
Current portion of long-term debt	1,764	1,530
Accounts payable	4,499	5,299
Accrued marketing	1,483	2,047
Accrued employment costs	819	946
Other current liabilities	2,917	2,880
Current liabilities held for sale	823	—
Total current liabilities	16,788	14,007
Long-term debt	13,090	13,865
Deferred income taxes	5,289	5,512
Accrued pension costs	2,313	2,912
Accrued postretirement health care costs	534	526
Other liabilities	2,159	2,140
Noncurrent liabilities held for sale	211	—
TOTAL LIABILITIES	40,384	38,962
Commitments and Contingencies (Note 11)		
EQUITY		
Common Stock, no par value (5,000,000,000 shares authorized and 1,996,537,778 shares issued at June 30, 2015 and December 31, 2014)	—	—
Additional paid-in capital	31,690	31,651
Retained earnings	14,725	14,529
Accumulated other comprehensive losses	(8,692)	(7,318)
Treasury stock, at cost (385,085,976 shares at June 30, 2015 and 332,896,779 shares at December 31, 2014)	(13,078)	(11,112)
Total Mondelēz International Shareholders' Equity	24,645	27,750
Noncontrolling interest	89	103
TOTAL EQUITY	24,734	27,853
TOTAL LIABILITIES AND EQUITY	\$ 65,118	\$ 66,815

See accompanying notes to the condensed consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Condensed Consolidated Statements of Equity
(in millions of U.S. dollars, except per share data)
(Unaudited)

	<u>Mondelēz International Shareholders' Equity</u>						<u>Total Equity</u>
	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Earnings / (Losses)</u>	<u>Treasury Stock</u>	<u>Noncontrolling Interest*</u>	
Balances at January 1, 2014	\$ —	\$ 31,396	\$ 13,419	\$ (2,889)	\$ (9,553)	\$ 159	\$32,532
Comprehensive earnings / (losses):							
Net earnings	—	—	2,184	—	—	17	2,201
Other comprehensive losses, net of income taxes	—	—	—	(4,429)	—	(33)	(4,462)
Exercise of stock options and issuance of other stock awards	—	271	(98)	—	332	—	505
Common Stock repurchased	—	—	—	—	(1,891)	—	(1,891)
Cash dividends declared (\$0.58 per share)	—	—	(976)	—	—	—	(976)
Dividends paid on noncontrolling interest and other activities	—	(16)	—	—	—	(40)	(56)
Balances at December 31, 2014	<u>\$ —</u>	<u>\$ 31,651</u>	<u>\$ 14,529</u>	<u>\$ (7,318)</u>	<u>\$ (11,112)</u>	<u>\$ 103</u>	<u>\$27,853</u>
Comprehensive earnings / (losses):							
Net earnings	—	—	730	—	—	9	739
Other comprehensive losses, net of income taxes	—	—	—	(1,374)	—	(16)	(1,390)
Exercise of stock options and issuance of other stock awards	—	38	(47)	—	200	—	191
Common Stock repurchased	—	—	—	—	(2,166)	—	(2,166)
Cash dividends declared (\$0.30 per share)	—	—	(487)	—	—	—	(487)
Dividends paid on noncontrolling interest and other activities	—	1	—	—	—	(7)	(6)
Balances at June 30, 2015	<u>\$ —</u>	<u>\$ 31,690</u>	<u>\$ 14,725</u>	<u>\$ (8,692)</u>	<u>\$ (13,078)</u>	<u>\$ 89</u>	<u>\$24,734</u>

* Noncontrolling interest as of June 30, 2014 was \$139 million, as compared to \$159 million as of January 1, 2014. The change of \$(20) million during the six months ended June 30, 2014 was due to \$(26) million of dividends paid, \$7 million of net earnings and \$(1) million of other comprehensive losses, net of taxes.

See accompanying notes to the condensed consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(in millions of U.S. dollars)
(Unaudited)

	For the Six Months Ended June 30,	
	2015	2014
CASH PROVIDED BY / (USED IN) OPERATING ACTIVITIES		
Net earnings	\$ 739	\$ 792
Adjustments to reconcile net earnings to operating cash flows:		
Depreciation and amortization	457	533
Stock-based compensation expense	66	68
Deferred income tax provision / (benefit)	(52)	(180)
Gain on divestiture	(13)	–
Asset impairments	138	27
Loss on early extinguishment of debt	708	493
Unrealized net loss on coffee business divestiture currency hedges	200	–
Gain on monetization of coffee business divestiture currency hedges	(607)	–
Other non-cash items, net	143	132
Change in assets and liabilities, net of acquisition and divestitures:		
Receivables, net	(143)	70
Inventories, net	(181)	(353)
Accounts payable	(49)	(18)
Other current assets	52	(60)
Other current liabilities	(694)	(1,095)
Change in pension and postretirement assets and liabilities, net	(193)	(41)
Net cash provided by operating activities	<u>571</u>	<u>368</u>
CASH PROVIDED BY / (USED IN) INVESTING ACTIVITIES		
Capital expenditures	(790)	(724)
Proceeds from coffee business divestiture currency hedge settlements	1,235	–
Acquisition, net of cash received	(81)	–
Proceeds from divestiture, net of disbursements	219	–
Proceeds from sale of property, plant and equipment and other	–	26
Net cash provided by / (used in) investing activities	<u>583</u>	<u>(698)</u>
CASH PROVIDED BY / (USED IN) FINANCING ACTIVITIES		
Issuances of commercial paper, maturities greater than 90 days	613	1,956
Repayments of commercial paper, maturities greater than 90 days	(405)	(1,164)
Net issuances / (repayments) of other short-term borrowings	2,980	(394)
Long-term debt proceeds	3,606	3,029
Long-term debt repaid	(4,539)	(2,516)
Repurchase of Common Stock	(2,132)	(720)
Dividends paid	(495)	(476)
Other	75	112
Net cash used in financing activities	<u>(297)</u>	<u>(173)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(88)</u>	<u>(39)</u>
Cash and cash equivalents:		
Increase / (decrease)	769	(542)
Cash balance included in current assets held for sale	(442)	–
Balance at beginning of period	1,631	2,622
Balance at end of period	<u>\$ 1,958</u>	<u>\$ 2,080</u>

See accompanying notes to the condensed consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1. Basis of Presentation

The condensed consolidated financial statements include Mondelēz International, Inc. as well as our wholly owned and majority owned subsidiaries.

Our interim condensed consolidated financial statements are unaudited. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been omitted. It is management's opinion that these financial statements include all normal and recurring adjustments necessary for a fair presentation of our financial position and operating results. Net revenues and net earnings for any interim period are not necessarily indicative of future or annual results.

We derived the condensed consolidated balance sheet data as of December 31, 2014 from audited financial statements, but do not include all disclosures required by U.S. GAAP. You should read these statements in conjunction with our consolidated financial statements and related notes in our Annual Report on Form 10-K for the year ended December 31, 2014.

Accounting Calendar Change:

In connection with moving toward a common consolidation date across the Company, in the first quarter of 2015, we changed the consolidation date for our North America segment from the last Saturday of each period to the last calendar day of each period. The change had a favorable impact of \$39 million on net revenues and \$19 million on operating income in the six months ended June 30, 2015.

As a result of this change, each of our operating subsidiaries now reports results as of the last calendar day of the period. We believe the change will improve business planning and financial reporting by better matching the close dates of the operating subsidiaries and bringing the reporting dates to the period-end date. As the effect to prior-period results was not material, we have not revised prior-period results.

Currency Translation and Highly Inflationary Accounting:

We translate the results of operations of our subsidiaries from multiple currencies using average exchange rates during each period and translate balance sheet accounts using exchange rates at the end of each period. We record currency translation adjustments as a component of equity (except for highly inflationary currencies such as in Venezuela) and realized exchange gains and losses on transactions in earnings.

Venezuela. As prescribed by U.S. GAAP for highly inflationary economies, we have been accounting for the results of our Venezuelan subsidiaries using the U.S. dollar as the functional currency since January 1, 2010.

On February 8, 2013, the Venezuelan government announced the devaluation of the official Venezuelan bolivar exchange rate from 4.30 bolivars to 6.30 bolivars to the U.S. dollar. The official rate of 6.30 is the rate applied to import food and other essential items, and we purchase a material portion of our imported raw materials using U.S. dollars secured at this rate.

On January 24, 2014, the Venezuelan government announced the expansion of a new auction-based currency transaction program, which became known as SICAD I, and new profit margin controls. The application of the SICAD I rate was extended to include foreign investments and significant operating activities, including contracts for leasing and services, use and exploitation of patents and trademarks, payments of royalties and contracts for technology import and technical assistance. On March 24, 2014, the Venezuelan government launched a new market-based currency exchange market, SICAD II, and at that time indicated that it may be used voluntarily to exchange bolivars into U.S. dollars.

As of March 31, 2014, we began to apply the SICAD I exchange rate to remeasure our bolivar-denominated net monetary assets, and we began translating our Venezuelan operating results at the SICAD I rate in the second quarter of 2014. On March 31, 2014, we recognized a \$142 million currency remeasurement loss within selling, general and administrative expenses of our Latin America segment as a result of revaluing our bolivar-denominated net monetary assets from the official exchange rate of 6.30 bolivars to the U.S. dollar to the then-prevailing SICAD I exchange rate of 10.70 bolivars to the U.S. dollar.

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On February 10, 2015, the Venezuelan government combined the SICAD I and SICAD II (“SICAD”) exchange rate mechanisms and in addition created a new market-based SIMADI rate, while retaining the 6.30 official rate for food and other essentials. The Venezuelan government also announced an opening SICAD auction rate of 12.00 bolivars to the U.S. dollar, which as of June 30, 2015 is the prevailing SICAD rate until our specific industry group auctions make U.S. dollars available at another offered SICAD rate. We continue to expect to secure U.S. dollars at the SICAD rate in addition to the official rate. The SIMADI rate was designed as a free market exchange rate that makes U.S. dollars available for any transactions based on the available supply of U.S. dollars at the offered rate. As of June 30, 2015, the SIMADI exchange rate was 197.30 bolivars to the U.S. dollar and availability of U.S. dollars at the SIMADI rate was limited. At this time, we do not anticipate using the SIMADI rate frequently in managing our local operations.

Our Venezuelan operations produce a range of biscuit, cheese & grocery, confectionery and beverage products. Based on the currency exchange developments this year, we reviewed our domestic and international sourcing of goods and services and the exchange rates we believe will be applicable. We evaluated the level of primarily raw material imports that we believe would continue to be sourced in exchange for U.S. dollars converted at the official 6.30 exchange rate. Our remaining imported goods and services would primarily be valued at the SICAD exchange rate. Imports that do not currently qualify for either the official rate or SICAD rate could be sourced at the SIMADI rate.

We believe the SICAD rate continues to be the most economically representative rate for us to use to value our net monetary assets and translate our operating results in Venezuela. While some of our net monetary assets or liabilities qualify for settlement at the official exchange rate, other operations do not, and we have utilized and expect to utilize the SICAD auction process and expect to use the new SIMADI auctions on an as needed basis.

In the first quarter of 2015, we recognized an \$11 million remeasurement loss, reflecting an increase in the SICAD exchange rate from 11.50 to 12.00 bolivars to the U.S. dollar.

The following table sets forth net revenues for our Venezuelan operations for the three and six months ended June 30, 2015 (measured at the SICAD rate), and cash, net monetary assets and net assets of our Venezuelan subsidiaries as of June 30, 2015 (translated at a SICAD rate of 12.00 bolivars to the U.S. dollar):

<u>Venezuela operations</u>	<u>Three Months Ended June 30, 2015</u>
Net revenues	\$300 million or 3.9% of consolidated net revenues
	<u>Six Months Ended June 30, 2015</u>
Net revenues	\$519 million or 3.4% of consolidated net revenues
	<u>As of June 30, 2015</u>
Cash	\$388 million
Net monetary assets	\$312 million
Net assets	\$564 million

Unlike the official rate that is fixed at 6.30 bolivars to the U.S. dollar, the SICAD rate can vary over time. If any of the three-tier currency exchange rates, or the application of the rates to our business, were to change, we would recognize additional currency losses or gains, which could be significant.

In light of the ongoing difficult macroeconomic environment in Venezuela, we continue to monitor and actively manage our investment and exposures in Venezuela. We plan to continue to do business in the country as long as we can successfully operate our business there. We strive to locally source and produce a significant amount of the products we sell in Venezuela. We have taken other protective measures against currency devaluation, such as converting monetary assets into non-monetary assets that we can use in our business. However, suitable protective measures have become less available and more expensive and may not offset further currency devaluation that could occur.

Argentina. On January 23, 2014, the Central Bank of Argentina adjusted its currency policy, removed its currency stabilization measures and allowed the Argentine peso exchange rate to float relative to other currencies. On that day, the value of the Argentine peso relative to the U.S. dollar fell by 15%. In July 2014, Argentina had a technical default on its debt as the government was blocked from making payments on its restructured debt by certain creditors who did not participate in a debt restructuring in 2001. Further volatility in the exchange rate is expected. Since December 31, 2014 and through June 30, 2015, the value of the peso relative to the U.S. dollar declined 7%. While the business operating environment remains challenging, we continue to monitor and actively manage our investment and exposures in Argentina. We continue refining our product portfolio to improve our product offerings, mix and profitability. We also continue to implement additional cost initiatives to protect the business. Further currency declines, economic controls or other business restrictions could

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have an adverse impact on our ongoing results of operations. Our Argentinian operations contributed approximately \$185 million, or 2.4% of consolidated net revenues for the three months and \$360 million, or 2.3% of consolidated net revenues for the six months ended June 30, 2015. As of June 30, 2015, the net monetary liabilities of our Argentina operations were not material. Argentina is not designated as a highly-inflationary economy for accounting purposes and so we continue to record currency translation adjustments within equity and realized exchange gains and losses on transactions in earnings.

Russia. During the fourth quarter of 2014, the value of the Russian ruble relative to the U.S. dollar declined 50%. Since December 31, 2014 and through June 30, 2015, the value of the ruble relative to the U.S. dollar increased 6%. Due to the significant currency movements, we continue to take actions to protect our near-term operating results, financial condition and cash flow. Our operations in Russia contributed approximately \$210 million, or 2.7% of consolidated net revenues for the three months and \$380 million, or 2.5% of consolidated net revenues for the six months ended June 30, 2015. As of June 30, 2015, the net monetary assets of our Russia operations were not material. Russia is not designated as a highly-inflationary economy for accounting purposes and so we continue to record currency translation adjustments within equity and realized exchange gains and losses on transactions in earnings.

Other Countries. Since we have operations in over 80 countries and sell in approximately 165 countries, we regularly monitor economic and currency-related risks and seek to take protective measures in response to these exposures. Some of the countries in which we do business have had significant economic uncertainty recently. These include Ukraine, Greece, Nigeria and Turkey, most of which have had either currency devaluation or volatility. We continue to monitor operations, currencies and net monetary exposures in these countries. At this time, we do not have material net monetary asset exposures or risk of highly inflationary accounting in these countries.

New Accounting Pronouncements:

In May 2015, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") that applies to reporting entities who elect to measure the fair value of an investment using the net asset value ("NAV") per share (or its equivalent) practical expedient. This ASU removes the requirement to include investments measured using the practical expedient within fair value hierarchy disclosures. Also, practical expedient disclosures previously required for all eligible investments are now only required for investments for which the practical expedient has been elected. The update is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. As we measure certain defined benefit plan assets using the NAV practical expedient, we plan to adopt the new standard on or by the January 1, 2016 effective date. The new standard will impact our disclosures as discussed above but is not otherwise expected to have an impact on our consolidated financial statements.

In April 2015, the FASB issued an ASU that provides guidance on evaluating whether a cloud computing arrangement includes a software license. If there is a software license component, software licensing accounting should be applied; otherwise, service contract accounting should be applied. The ASU is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We are currently assessing the impact on our consolidated financial statements.

In April 2015, the FASB issued an ASU that simplifies the presentation of debt issuance costs. The standard requires debt issuance costs related to a recognized debt obligation to be presented in the balance sheet as a direct deduction from the carrying amount of the related debt instead of being presented as an asset, similar to the presentation of debt discounts. The ASU requires retrospective application and represents a change in accounting principle. The update is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We plan to adopt the new standard on or by the January 1, 2016 effective date.

In February 2015, the FASB issued an ASU that amends current consolidation guidance related to the evaluation of whether certain legal entities should be consolidated. The standard modifies both the variable interest entity ("VIE") model and the voting interest model, including analyses of whether limited partnerships are VIEs and the impact of service fees and related party interests in determining if an entity is a VIE to the reporting entity. The guidance is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We plan to adopt the new standard on the January 1, 2016 effective date and are currently assessing the impact on our consolidated financial statements.

In May 2014, the FASB issued an ASU on revenue recognition from contracts with customers. The new ASU outlines a new, single comprehensive model for companies to use in accounting for revenue. The core principle is that an entity should recognize revenue to depict the transfer of promised goods or services to a customer in an amount that reflects the consideration the entity expects to be entitled to receive in exchange for the goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows from customer contracts, including significant judgments made in recognizing revenue. In May 2015, the FASB proposed changes to the new

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guidance in the areas of licenses and identifying performance obligations. In July 2015, the FASB approved a deferral of the effective date by one year to annual reporting periods beginning after December 15, 2017. Early adoption is permitted as of the original effective date which was for annual reporting periods beginning after December 15, 2016. The ASU may be applied retrospectively to historical periods presented or as a cumulative-effect adjustment as of the date of adoption. We continue to assess the impact of the new standard on our consolidated financial statements.

Note 2. Divestitures and Acquisitions

Divestiture of Coffee Business:

On July 2, 2015, we completed transactions to combine our wholly owned coffee businesses (including our coffee portfolio in France) with those of D.E Master Blenders 1753 B.V. ("DEMB") to create a new company, Jacobs Douwe Egberts ("JDE"). Upon closing, the consideration we received for our coffee businesses was €3.8 billion (\$4.2 billion U.S. dollars as of July 2, 2015), a 43.5 percent equity interest in JDE and a \$275 million receivable related to an expected payment from JDE one year following the closing related to tax formation costs. We also received \$76 million of cash related to the reimbursement of costs we incurred related to separating our coffee businesses. Acorn Holdings B.V., owner of DEMB, holds a 56.5% share in JDE. The cash and equity consideration we received was adjusted from previous estimates to reflect our retaining our interest in a Korea-based joint venture, Dongsuh Foods Corporation. During the second quarter of 2015, we also completed the sale of our interest in a Japanese coffee joint venture, Ajinomoto General Foods, Inc. ("AGF"). In lieu of contributing our interest in the AGF joint venture to JDE, we contributed the net cash proceeds from the sale, and the transaction did not change the consideration received for our global coffee businesses. Please see discussion of the divestiture of AGF below under *Other Divestiture and Acquisitions*.

We are currently in the process of determining the fair value of our investment in JDE as of the closing date. We expect to have a preliminary valuation completed in the third quarter of 2015. The sale proceeds are also subject to further adjustments, including finalization of working capital, net debt and other sale adjustments. We expect to finalize the sales price and related adjustments by the end of the second quarter of 2016. Some of the net asset and equity balances we divest in the third quarter may also change based on information that becomes available in the third quarter following the closing. As a result, the actual amount of consideration we receive and the gain we recognize on the divestiture may change until we conclude these matters.

Following the transactions, our snacks net revenues, consisting of biscuits, chocolate, gum and candy, were approximately 85% of our 2014 net revenues excluding coffee net revenues. By retaining a significant stake in JDE, we will also continue to have a significant contribution from the coffee category. We plan to reflect our divested historical coffee results and future equity earnings from JDE in results from continuing operations as the coffee category continues to be a significant part of our strategy and net earnings.

To lock in an expected U.S. dollar value of approximately \$5 billion related to the estimated €4 billion cash receipt upon closing, we entered into currency exchange forward contracts beginning in May 2014, when the transaction was announced. On February 11, 2015, we monetized these forward contracts and realized total pre-tax gains of \$939 million, of which \$628 million was recognized in 2014 and \$311 million was recognized in the first quarter of 2015. Additionally, we entered into new currency exchange forward contracts, which we monetized on April 17, 2015 and realized total pre-tax gains of \$296 million, of which \$56 million was recognized in the second quarter of 2015. On that date we executed new currency exchange contracts that generated unrealized losses of \$221 million in the three and six months ended June 30, 2015. The currency hedge gains and losses were recorded in interest and other expense, net. The forward contracts were recorded on the consolidated balance sheet, with unrealized gains recorded in other current assets and unrealized losses recorded in other current liabilities. On July 6, 2015, we monetized the forward contracts and realized a \$202 million pre-tax loss. Cumulatively over 2014 and through July 6, 2015, we realized aggregate net gains and received cash of approximately \$1.0 billion on these currency exchange forward contracts. With the receipt of €3.8 billion on July 2, 2015 (\$4.2 billion as of July 2, 2015), we have collected \$5.2 billion.

During the second quarter of 2015, we also entered into currency exchange forward contracts to hedge a portion of the cash payments to be made to our subsidiaries in multiple countries where coffee net assets and shares were divested. These hedges with a notional value of €1.6 billion generated net unrealized gains of \$21 million during the three months ended June 30, 2015. The net unrealized gain was recorded within interest and other expense, net and the forward contracts were recorded within other current assets. During July 2015, we settled these forward contracts and realized total pre-tax net gains of \$17 million.

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Our coffee business results are reflected in our consolidated financial statements through June 30, 2015. The pre-tax earnings of the coffee businesses were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Earnings before income taxes	\$ 212	\$ 151	\$ 342	\$ 310

We also incurred incremental expenses related to readying our global coffee businesses for the divestiture that totaled \$157 million in the three months and \$185 million in the six months ended June 30, 2015 and \$5 million in the three and six months ended June 30, 2014. These expenses were recorded within asset impairment and exit costs and selling, general and administrative expenses of primarily our Europe and Eastern Europe, Middle East and Africa ("EEMEA") segments and within general corporate expenses.

As of June 30, 2015, we have presented our global coffee businesses as held for sale on the consolidated balance sheet. We cleared the significant pre-closing sale conditions such that the planned divestiture was determined to be probable as of June 30, 2015. We received conditional approval for the transaction from the European Commission following their antitrust evaluation and made significant progress on our consultations with Work Councils and employee representations. The European Commission's ruling was conditioned upon JDE's divestiture of our contributed *Carte Noire* business and DEMB's *Merrild* business, primarily in France and Denmark. Those businesses have been transferred and will be sold by JDE.

The major classes of the held for sale assets and liabilities consist of:

	As of June 30, 2015 (in millions)
Assets	
Cash and cash equivalents	\$ 442
Trade receivables	471
Other receivables	26
Inventories, net	473
Deferred income taxes	5
Other current assets	42
Current assets held for sale	1,459
Property, plant and equipment, net	755
Goodwill	1,672
Intangible assets, net	-
Other assets	12
Noncurrent assets held for sale	2,439
Total assets held for sale	\$ 3,898
Liabilities	
Accounts payable	\$ 439
Accrued marketing	292
Accrued employment costs	29
Other current liabilities	63
Current liabilities held for sale	823
Deferred income taxes	28
Accrued pension costs	179
Other liabilities	4
Noncurrent liabilities held for sale	211
Total liabilities held for sale	\$ 1,034
Net assets held for sale	\$ 2,864

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Other Divestiture and Acquisitions:

On July 15, 2015, we acquired an 80% interest in a biscuit operation in Vietnam, which is now a subsidiary within our Asia Pacific segment. We will begin to account for the acquisition in the third quarter. Total cash paid to date for the biscuit operation, intellectual property, non-compete and consulting agreements was 11,843 billion Vietnamese dong (\$543 million U.S. dollars as of July 15, 2015). We have made or expect to make the following cash payments in connection with the acquisition:

- On November 10, 2014, we deposited \$46 million in escrow upon signing the purchase agreement.
- On July 15, 2015, we made a 9,122 billion Vietnamese dong (\$418 million U.S. dollars as of July 15, 2015) payment for the biscuit operation, a \$44 million additional escrow deposit and a 759 billion Vietnamese dong (\$35 million U.S. dollars as of July 15, 2015) partial payment for the non-compete and continued consulting agreements.
- Subject to the satisfaction of final conditions, including the resolution of warranty or other claims or purchase price adjustments, we expect to release previously escrowed funds of \$90 million for the remaining 20% interest in the biscuit operation and to make a final payment of 759 billion Vietnamese dong (\$35 million U.S. dollars as of July 15, 2015) for the non-compete and consulting agreements. We anticipate resolution of these conditions by the end of the third quarter of 2016.

On April 23, 2015, we completed the divestiture of our 50 percent interest in AGF, our Japanese coffee joint venture, to our joint venture partner which generated cash proceeds of 27 billion Japanese yen (\$225 million U.S. dollars as of April 23, 2015) and a pre-tax gain of \$13 million (after-tax loss of \$9 million). Upon closing, we divested our \$99 million investment in the joint venture, \$65 million of goodwill and \$41 million of accumulated other comprehensive losses. We also incurred approximately \$7 million of transaction costs.

On February 16, 2015, we acquired a U.S. snacking company, Enjoy Life Foods, within our North America segment. We paid cash and settled debt totaling \$81 million in connection with the acquisition. Upon finalizing the valuation of the acquired net assets during the second quarter, as of June 30, 2015, we had recorded an \$81 million purchase price allocation of \$58 million in identifiable intangible assets, \$20 million of goodwill and \$3 million of other net assets. The acquisition-related costs and operating results of the acquisition were not material to our condensed consolidated financial statements as of and for the three and six months ended June 30, 2015.

Note 3. Inventories

Inventories consisted of the following:

	As of June 30, 2015	As of December 31, 2014
	(in millions)	
Raw materials	\$ 1,008	\$ 1,122
Finished product	1,992	2,358
Inventories, net	<u>\$ 3,000</u>	<u>\$ 3,480</u>

The net inventory balance as of June 30, 2015 excludes our global coffee business net inventory that was presented within current assets held for sale, ahead of our July 2, 2015 divestiture of our global coffee businesses. See Note 2, *Divestitures and Acquisitions*, for additional information.

Note 4. Property, Plant and Equipment

Property, plant and equipment consisted of the following:

	As of June 30, 2015	As of December 31, 2014
	(in millions)	
Land and land improvements	\$ 520	\$ 574
Buildings and building improvements	2,743	3,117
Machinery and equipment	10,143	11,737
Construction in progress	1,478	1,484
	<u>14,884</u>	<u>16,912</u>
Accumulated depreciation	(6,156)	(7,085)
Property, plant and equipment, net	<u>\$ 8,728</u>	<u>\$ 9,827</u>

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The net property, plant and equipment balance as of June 30, 2015 excludes our global coffee business net property, plant and equipment balance that was presented within noncurrent assets held for sale, ahead of our July 2, 2015 divestiture of our global coffee businesses. See Note 2, *Divestitures and Acquisitions*, for additional information.

In connection with our 2012-2014 Restructuring Program and 2014-2018 Restructuring Program, we recorded non-cash asset write-downs (including accelerated depreciation and asset impairments) of \$57 million in the three months and \$135 million in the six months ended June 30, 2015 and \$14 million in the three months and \$26 million in the six months ended June 30, 2014 (see Note 6, *Restructuring Programs*). These charges were recorded in the consolidated statements of earnings within asset impairment and exit costs as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Latin America	\$ 21	\$ —	\$ 34	\$ —
Asia Pacific	9	—	28	—
EEMEA	2	1	2	1
Europe	12	—	37	1
North America	13	13	34	24
Total non-cash asset write-downs	<u>\$ 57</u>	<u>\$ 14</u>	<u>\$ 135</u>	<u>\$ 26</u>

Note 5. Goodwill and Intangible Assets

Goodwill by reportable segment was:

	As of June 30, 2015	As of December 31, 2014
	(in millions)	
Latin America	\$ 1,010	\$ 1,127
Asia Pacific	2,189	2,395
EEMEA	1,456	1,942
Europe	7,463	8,952
North America	8,937	8,973
Goodwill	<u>\$ 21,055</u>	<u>\$ 23,389</u>

Intangible assets consisted of the following:

	As of June 30, 2015	As of December 31, 2014
	(in millions)	
Non-amortizable intangible assets	\$ 18,272	\$ 18,810
Amortizable intangible assets	2,460	2,525
	<u>20,732</u>	<u>21,335</u>
Accumulated amortization	(1,055)	(1,000)
Intangible assets, net	<u>\$ 19,677</u>	<u>\$ 20,335</u>

Non-amortizable intangible assets consist principally of brand names purchased through our acquisitions of Nabisco Holdings Corp., the Spanish and Portuguese operations of United Biscuits, the global *LU* biscuit business of Groupe Danone S.A. and Cadbury Limited. Amortizable intangible assets consist primarily of trademarks, customer-related intangibles, process technology, licenses and non-compete agreements. At June 30, 2015, the weighted-average life of our amortizable intangible assets was 13.5 years.

Amortization expense for intangible assets was \$46 million in the three months and \$92 million in the six months ended June 30, 2015 and \$55 million in the three months and \$109 million in the six months ended June 30, 2014. We currently estimate annual amortization expense for each of the next five years to be approximately \$193 million, estimated using June 30, 2015 exchange rates.

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During our 2014 review of non-amortizable intangible assets, we recorded an impairment charge of \$57 million within asset impairment and exit costs for the impairment of intangible assets in Asia Pacific and Europe. We also noted three brands with \$341 million of aggregate book value as of December 31, 2014 that each had a fair value in excess of book value of 10% or less. While these intangible assets passed our annual impairment testing and we believe our current plans for each of these brands will allow them to continue to not be impaired, if expectations are not met or specific valuation factors outside of our control, such as discount rates, change significantly, then a brand or brands could become impaired in the future.

Changes in goodwill and intangible assets consisted of:

	Goodwill	Intangible Assets, at Cost
	(in millions)	
Balance at January 1, 2015	\$ 23,389	\$ 21,335
Changes due to:		
Currency	(616)	(659)
Held for sale due to coffee business transactions	(1,672)	–
Divestiture	(65)	–
Acquisition	20	58
Other	(1)	(2)
Balance at June 30, 2015	<u>\$ 21,055</u>	<u>\$ 20,732</u>

Changes to goodwill and intangibles were:

- Held for sale – On June 30, 2015, in connection with our July 2, 2015 contribution of our global coffee businesses to JDE, we reclassified \$1,672 million of goodwill and less than \$1 million of intangible assets to noncurrent assets held for sale.
- Divestiture – On April 23, 2015, we completed the divestiture of our 50 percent interest in AGF, which resulted in divesting \$65 million of goodwill.
- Acquisition – On February 16, 2015, we acquired Enjoy Life Foods and recorded \$20 million of goodwill and \$58 million in identifiable intangible assets.

For more information on these transactions, refer to Note 2, *Divestitures and Acquisitions*.

Note 6. Restructuring Programs

2014-2018 Restructuring Program

On May 6, 2014, our Board of Directors approved a \$3.5 billion restructuring program, comprised of approximately \$2.5 billion in cash costs and \$1 billion in non-cash costs (the “2014-2018 Restructuring Program”), and up to \$2.2 billion of capital expenditures. The primary objective of the 2014-2018 Restructuring Program is to reduce our operating cost structure in both our supply chain and overhead costs. The program is intended primarily to cover severance as well as asset disposals and other manufacturing-related one-time costs. We expect to incur the majority of the program’s charges in 2015 and 2016 and to complete the program by year-end 2018. Since inception, we have incurred total restructuring and related implementation charges of \$787 million related to the 2014-2018 Restructuring Program.

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Restructuring Costs:

We recorded restructuring charges of \$135 million in the three months and \$297 million in the six months ended June 30, 2015 and \$1 million in the three and six months ended June 30, 2014 within asset impairment and exit costs. The activity for the 2014-2018 Restructuring Program liability for the six months ended June 30, 2015 was:

	Severance and Related Costs	Asset Write-downs (in millions)	Total
Liability balance, January 1, 2015	\$ 224	\$ –	\$ 224
Charges	163	134	297
Cash spent	(105)	–	(105)
Non-cash settlements / adjustments	(6)	(134)	(140)
Currency	(9)	–	(9)
Liability balance, June 30, 2015	<u>\$ 267</u>	<u>\$ –</u>	<u>\$ 267</u>

We spent \$66 million in the three months and \$105 million in the six months ended June 30, 2015 and \$1 million in the three and six months ended June 30, 2014 in cash severance and related costs. We also recognized non-cash pension settlement losses (See Note 9, *Benefit Plans*), non-cash asset write-downs (including accelerated depreciation and asset impairments) and other non-cash adjustments totaling \$62 million in the three months and \$140 million in the six months ended June 30, 2015. At June 30, 2015, \$237 million of our net restructuring liability was recorded within other current liabilities and \$30 million was recorded within other long-term liabilities.

Implementation Costs:

Implementation costs are directly attributable to restructuring activities; however, they do not qualify for special accounting treatment as exit or disposal activities. We believe the disclosure of implementation costs provides readers of our financial statements with more information on the total costs of our 2014-2018 Restructuring Program. Implementation costs primarily relate to reorganizing our operations and facilities in connection with our supply chain reinvention program and other identified productivity and cost saving initiatives. The costs include incremental expenses related to the closure of facilities, costs to terminate certain contracts and the simplification of our information systems. Within our continuing results of operations, we recorded implementation costs of \$47 million in the three months and \$109 million in the six months ended June 30, 2015 and \$9 million in the three and six months ended June 30, 2014. We recorded these costs within cost of sales and general corporate expense within selling, general and administrative expenses.

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Restructuring and Implementation Costs in Operating Income:

During 2015 and 2014, we recorded restructuring and implementation costs related to the 2014-2018 Restructuring Program within operating income as follows:

	<u>Latin America</u>	<u>Asia Pacific</u>	<u>EEMEA</u>	<u>Europe (in millions)</u>	<u>North America</u>	<u>Corporate (1)</u>	<u>Total</u>
For the Three Months Ended June 30, 2015							
Restructuring Costs	\$ 32	\$ 18	\$ 11	\$ 48	\$ 19	\$ 7	\$135
Implementation Costs	14	7	3	6	13	4	47
Total	<u>\$ 46</u>	<u>\$ 25</u>	<u>\$ 14</u>	<u>\$ 54</u>	<u>\$ 32</u>	<u>\$ 11</u>	<u>\$182</u>
For the Six Months Ended June 30, 2015							
Restructuring Costs	\$ 47	\$ 45	\$ 14	\$ 157	\$ 28	\$ 6	\$297
Implementation Costs	23	9	6	26	24	21	109
Total	<u>\$ 70</u>	<u>\$ 54</u>	<u>\$ 20</u>	<u>\$ 183</u>	<u>\$ 52</u>	<u>\$ 27</u>	<u>\$406</u>
For the Three and Six Months Ended June 30, 2014							
Restructuring Costs	\$ 1	\$ –	\$ –	\$ –	\$ –	\$ –	\$ 1
Implementation Costs	1	–	–	–	–	8	9
Total	<u>\$ 2</u>	<u>\$ –</u>	<u>\$ –</u>	<u>\$ –</u>	<u>\$ –</u>	<u>\$ 8</u>	<u>\$ 10</u>
Total Project 2014-2015 (2)							
Restructuring Costs	\$ 128	\$ 61	\$ 33	\$ 248	\$ 85	\$ 16	\$571
Implementation Costs	39	18	10	63	29	57	216
Total	<u>\$ 167</u>	<u>\$ 79</u>	<u>\$ 43</u>	<u>\$ 311</u>	<u>\$ 114</u>	<u>\$ 73</u>	<u>\$787</u>

(1) Includes adjustment for rounding.

(2) Includes all charges recorded since program inception on May 6, 2014 through June 30, 2015.

2012-2014 Restructuring Program

On October 1, 2012, we completed the Spin-Off of our North American grocery business, Kraft Foods Group, Inc. (“Kraft Foods Group”), to our shareholders (the “Spin-Off”). Prior to this transaction, in 2012, our Board of Directors approved \$1.5 billion of related restructuring and implementation costs (the “2012-2014 Restructuring Program”) reflecting primarily severance, asset disposals and other manufacturing-related one-time costs. The primary objective of the 2012-2014 Restructuring Program was to ensure that Mondelēz International and Kraft Foods Group were each set up to operate efficiently and execute on our respective business strategies upon separation and in the future.

Of the \$1.5 billion of 2012-2014 Restructuring Program costs, we retained approximately \$925 million and Kraft Foods Group retained the balance of the program. Through the end of 2014, we incurred total restructuring and related implementation charges of \$899 million and completed incurring planned charges on the 2012-2014 Restructuring Program.

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Restructuring Costs:

We recorded reversals to the restructuring charges of \$1 million in the three months and \$3 million in the six months ended June 30, 2015 related to accruals no longer required. We recorded restructuring charges of \$54 million in the three months and \$96 million in the six months ended June 30, 2014 within asset impairment and exit costs. The activity for the 2012-2014 Restructuring Program liability for the six months ended June 30, 2015 was:

	<u>Severance and Related Costs</u>	<u>Asset Write-downs (in millions)</u>	<u>Total</u>
Liability balance, January 1, 2015	\$ 128	\$ —	\$ 128
Charges	(3)	—	(3)
Cash spent	(43)	—	(43)
Non-cash settlements / adjustments	1	—	1
Currency	(6)	—	(6)
Liability balance, June 30, 2015	<u>\$ 77</u>	<u>\$ —</u>	<u>\$ 77</u>

We spent \$24 million in the three months and \$43 million in the six months ended June 30, 2015 and \$38 million in the three months and \$66 million in the six months ended June 30, 2014 in cash severance and related costs. We also recognized non-cash pension plan settlement losses (See Note 9, *Benefit Plans*), non-cash asset write-downs (including accelerated depreciation and asset impairments) and other non-cash adjustments totaling \$11 million in the three months and \$24 million in the six months ended June 30, 2014. At June 30, 2015, \$63 million of our net restructuring liability was recorded within other current liabilities and \$14 million was recorded within other long-term liabilities.

Implementation Costs:

Implementation costs related to our 2012-2014 Restructuring Program primarily relate to activities in connection with the Spin-Off such as reorganizing our operations and facilities, the discontinuance of certain product lines and incremental expenses related to the closure of facilities, replicating our information systems infrastructure and reorganizing our sales function. Within our continuing results of operations, we recorded implementation costs of \$19 million in the three months and \$43 million in the six months ended June 30, 2014. We recorded these costs within cost of sales and selling, general and administrative expenses.

Restructuring and Implementation Costs in Operating Income:

During the three and six months ended June 30, 2014 and since inception of the 2012-2014 Restructuring Program, we recorded restructuring and implementation costs within operating income as follows:

	<u>Latin America</u>	<u>Asia Pacific</u>	<u>EEMEA</u>	<u>Europe (in millions)</u>	<u>North America</u>	<u>Corporate (1)</u>	<u>Total</u>
For the Three Months Ended June 30, 2014							
Restructuring Costs	\$ 3	\$ 1	\$ 8	\$ 26	\$ 16	\$ —	\$ 54
Implementation Costs	1	—	1	13	6	(2)	19
Total	<u>\$ 4</u>	<u>\$ 1</u>	<u>\$ 9</u>	<u>\$ 39</u>	<u>\$ 22</u>	<u>\$ (2)</u>	<u>\$ 73</u>
For the Six Months Ended June 30, 2014							
Restructuring Costs	\$ 4	\$ 1	\$ 12	\$ 43	\$ 36	\$ —	\$ 96
Implementation Costs	1	—	2	28	13	(1)	43
Total	<u>\$ 5</u>	<u>\$ 1</u>	<u>\$ 14</u>	<u>\$ 71</u>	<u>\$ 49</u>	<u>\$ (1)</u>	<u>\$139</u>
Total Project 2012-2014 (2)							
Restructuring Costs	\$ 36	\$ 36	\$ 69	\$ 249	\$ 337	\$ 2	\$729
Implementation Costs	3	6	4	88	65	4	170
Total	<u>\$ 39</u>	<u>\$ 42</u>	<u>\$ 73</u>	<u>\$ 337</u>	<u>\$ 402</u>	<u>\$ 6</u>	<u>\$899</u>

(1) Includes adjustment for rounding.

(2) Includes all charges recorded since program inception in 2012 through conclusion on December 31, 2014.

Note 7. Debt*Short-Term Borrowings:*

Our short-term borrowings and related weighted-average interest rates consisted of:

	As of June 30, 2015		As of December 31, 2014	
	Amount Outstanding (in millions)	Weighted-Average Rate	Amount Outstanding (in millions)	Weighted-Average Rate
Commercial paper	\$ 4,211	0.5%	\$ 1,101	0.4%
Bank loans	272	10.1%	204	8.8%
Total short-term borrowings	<u>\$ 4,483</u>		<u>\$ 1,305</u>	

As of June 30, 2015, the commercial paper issued and outstanding had between 1 and 90 days remaining to maturity. Bank loans include borrowings on primarily uncommitted credit lines maintained by some of our international subsidiaries to meet short-term working capital needs.

Borrowing Arrangements:

On June 11, 2015, we entered into a \$500 million short-term senior unsecured revolving credit facility, which expired on July 31, 2015. The facility was intended to be used for general corporate purposes, including short-term working capital and other financing needs, supplementing our existing \$4.5 billion revolving credit facility. The revolving credit agreement includes a covenant that we maintain a minimum shareholders' equity of at least \$24.6 billion, excluding accumulated other comprehensive earnings / (losses) and the cumulative effects of any changes in accounting principles. At June 30, 2015, we complied with the covenant as our shareholders' equity as defined by the covenant was \$33.3 billion. The revolving credit facility agreement also contains customary representations, covenants and events of default. As of June 30, 2015, no amounts were drawn on the facility.

We also maintain a revolving credit facility for general corporate purposes, including for working capital purposes and to support our commercial paper program. Our \$4.5 billion multi-year senior unsecured revolving credit facility expires on October 11, 2018. The revolving credit agreement includes a covenant that we maintain a minimum shareholders' equity of at least \$24.6 billion, excluding accumulated other comprehensive earnings / (losses) and the cumulative effects of any changes in accounting principles. At June 30, 2015, we complied with the covenant as our shareholders' equity as defined by the covenant was \$33.3 billion. The revolving credit facility agreement also contains customary representations, covenants and events of default. There are no credit rating triggers, provisions or other financial covenants that could require us to post collateral as security. As of June 30, 2015, no amounts were drawn on the facility.

Some of our international subsidiaries maintain primarily uncommitted credit lines to meet short-term working capital needs. Collectively, these credit lines amounted to \$2.0 billion at June 30, 2015 and \$2.1 billion at December 31, 2014. Borrowings on these lines amounted to \$272 million at June 30, 2015 and \$204 million at December 31, 2014.

Long-Term Debt:

On June 11, 2015, €400 million of our floating rate euro-denominated notes matured. The notes and accrued interest to date were paid with cash on hand and the issuance of commercial paper.

On March 30, 2015, we issued fr.675 million of Swiss franc-denominated notes, or approximately \$694 million in U.S. dollars as of March 31, 2015, consisting of:

- fr.175 million (or \$180 million) of 0.000% fixed rate notes that mature on March 30, 2017
- fr.300 million (or \$308 million) of 0.625% fixed rate notes that mature on December 30, 2021
- fr.200 million (or \$206 million) of 1.125% fixed rate notes that mature on December 30, 2025

We received net proceeds of \$675 million that were used for general corporate purposes. We recorded approximately \$2 million of premiums and deferred financing costs, which will be amortized into interest expense over the life of the notes.

On March 20, 2015, €850 million of our 6.250% euro-denominated notes matured. The notes and accrued interest to date were paid with the issuance of commercial paper and cash on hand.

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On March 20, 2015, we completed a cash tender offer and retired \$2.5 billion of our long-term U.S. dollar debt consisting of:

- \$102 million of our 6.500% Notes due in August 2017
- \$115 million of our 6.125% Notes due in February 2018
- \$80 million of our 6.125% Notes due in August 2018
- \$691 million of our 5.375% Notes due in February 2020
- \$201 million of our 6.500% Notes due in November 2031
- \$26 million of our 7.000% Notes due in August 2037
- \$71 million of our 6.875% Notes due in February 2038
- \$69 million of our 6.875% Notes due in January 2039
- \$1,143 million of our 6.500% Notes due in February 2040

We financed the repurchase of these notes, including the payment of accrued interest and other costs incurred, from net proceeds received from the \$2.8 billion notes issuance on March 6, 2015 described below and the issuance of commercial paper. In connection with retiring this debt, during the first three months of 2015, we recorded a \$708 million loss on extinguishment of debt within interest expense related to the amount we paid to retire the debt in excess of its carrying value and from recognizing unamortized discounts and deferred financing costs in earnings at the time of the debt extinguishment. The loss on extinguishment is included in long-term debt repayments in the condensed consolidated statement of cash flows for the six months ended June 30, 2015. We also recognized \$5 million of charges within interest expense from hedging instruments related to the retired debt. Upon extinguishing the debt, the deferred cash flow hedge amounts were recorded in earnings.

On March 6, 2015, we issued €2.0 billion of euro-denominated notes and £450 million of British pound sterling-denominated notes, or approximately \$2.8 billion in U.S. dollars as of March 31, 2015, consisting of:

- €500 million (or \$537 million) of 1.000% fixed rate notes that mature on March 7, 2022
- €750 million (or \$805 million) of 1.625% fixed rate notes that mature on March 8, 2027
- €750 million (or \$805 million) of 2.375% fixed rate notes that mature on March 6, 2035
- £450 million (or \$667 million) of 3.875% fixed rate notes that mature on March 6, 2045

We received net proceeds of \$2,890 million that were used to fund the March 2015 tender offer and for other general corporate purposes. We recorded approximately \$29 million of discounts and deferred financing costs, which will be amortized into interest expense over the life of the notes.

Our weighted-average interest rate on our total debt was 3.1% as of June 30, 2015, following the completion of our tender offer and debt issuances in the first quarter. Our weighted-average interest rate on our total debt as of December 31, 2014 was 4.3%, down from 4.8% as of December 31, 2013.

Fair Value of Our Debt:

The fair value of our short-term borrowings at June 30, 2015 and December 31, 2014 reflects current market interest rates and approximates the amounts we have recorded on our consolidated balance sheet. The fair value of our long-term debt was determined using quoted prices in active markets (Level 1 valuation data) for the publicly traded debt obligations. At June 30, 2015, the aggregate fair value of our total debt was \$19,858 million and its carrying value was \$19,337 million. At December 31, 2014, the aggregate fair value of our total debt was \$18,463 million and its carrying value was \$16,700 million.

Interest and Other Expense, Net:

Interest and other expense, net within our results of continuing operations consisted of:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Interest expense, debt	\$ 147	\$ 192	\$ 322	\$ 394
Loss on debt extinguishment and related expenses	–	1	713	495
Net loss / (gain) on coffee business divestiture currency hedges	144	(7)	(407)	(7)
Loss related to interest rate swaps	–	–	34	–
Other expense, net	23	38	38	62
Total interest and other expense, net	<u>\$ 314</u>	<u>\$ 224</u>	<u>\$ 700</u>	<u>\$ 944</u>

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See Note 2, *Divestitures and Acquisitions*, and Note 8, *Financial Instruments*, for information on the currency exchange forward contracts associated with the coffee business transactions. Also see Note 8, *Financial Instruments*, for information on the loss related to U.S. dollar interest rate swaps no longer designated as accounting cash flow hedges during the first quarter of 2015.

Note 8. Financial Instruments

Fair Value of Derivative Instruments:

Derivative instruments were recorded at fair value in the consolidated balance sheets as follows:

	As of June 30, 2015		As of December 31, 2014	
	Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
	(in millions)			
Derivatives designated as accounting hedges:				
Currency exchange contracts	\$ 25	\$ 26	\$ 69	\$ 17
Commodity contracts	43	85	12	33
Interest rate contracts	19	8	13	42
	<u>\$ 87</u>	<u>\$ 119</u>	<u>\$ 94</u>	<u>\$ 92</u>
Derivatives not designated as accounting hedges:				
Currency exchange contracts	\$ 66	\$ 247	\$ 735	\$ 24
Commodity contracts	107	72	90	194
Interest rate contracts	51	33	59	39
	<u>\$ 224</u>	<u>\$ 352</u>	<u>\$ 884</u>	<u>\$ 257</u>
Total fair value	<u>\$ 311</u>	<u>\$ 471</u>	<u>\$ 978</u>	<u>\$ 349</u>

We record derivative assets and liabilities on a gross basis in our condensed consolidated balance sheet. The fair value of our asset derivatives is recorded within other current assets and the fair value of our liability derivatives is recorded within other current liabilities. See our consolidated financial statements and related notes in our Annual Report on Form 10-K for the year ended December 31, 2014 for additional information on our risk management strategies and use of derivatives and related accounting.

The fair values (asset / (liability)) of our derivative instruments were determined using:

	As of June 30, 2015			
	Total Fair Value of Net Asset / (Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Currency exchange contracts	\$ (182)	\$ –	\$ (182)	\$ –
Commodity contracts	(7)	(10)	3	–
Interest rate contracts	29	–	29	–
Total derivatives	<u>\$ (160)</u>	<u>\$ (10)</u>	<u>\$ (150)</u>	<u>\$ –</u>

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As of December 31, 2014					
Total Fair Value of Net Asset / (Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)		
(in millions)					
Currency exchange contracts	\$ 763	\$ –	\$ 763	\$ –	
Commodity contracts	(125)	(49)	(76)	–	
Interest rate contracts	(9)	–	(9)	–	
Total derivatives	<u>\$ 629</u>	<u>\$ (49)</u>	<u>\$ 678</u>	<u>\$ –</u>	

Level 1 financial assets and liabilities consist of exchange-traded commodity futures and listed options. The fair value of these instruments is determined based on quoted market prices on commodity exchanges. Our exchange-traded derivatives are generally subject to master netting arrangements that permit net settlement of transactions with the same counterparty when certain criteria are met, such as in the event of default. We also are required to maintain cash margin accounts in connection with funding the settlement of our open positions, and the margin requirements generally fluctuate daily based on market conditions. We have recorded margin deposits related to our exchange-traded derivatives of \$57 million as of June 30, 2015 and \$84 million as of December 31, 2014 within other current assets. Based on our net asset or liability positions with individual counterparties, in the event of default and immediate net settlement of all of our open positions, for derivatives we have in a net liability position, we would owe \$3 million as of December 31, 2014, and for derivatives we have in a net asset position, our counterparties would owe us a total of \$48 million as of June 30, 2015 and \$38 million as of December 31, 2014.

Level 2 financial assets and liabilities consist primarily of over-the-counter (“OTC”) currency exchange forwards, options and swaps; commodity forwards and options; and interest rate swaps. Our currency exchange contracts are valued using an income approach based on observable market forward rates less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the observable market commodity index prices less the contract rate multiplied by the notional amount or based on pricing models that rely on market observable inputs such as commodity prices. Our calculation of the fair value of interest rate swaps is derived from a discounted cash flow analysis based on the terms of the contract and the observable market interest rate curve. Our calculation of the fair value of financial instruments takes into consideration the risk of nonperformance, including counterparty credit risk. Our OTC derivative transactions are governed by International Swap Dealers Association agreements and other standard industry contracts. Under these agreements, we do not post nor require collateral from our counterparties. The majority of our commodity and currency exchange OTC derivatives do not have a legal right of set-off. In connection with our OTC derivatives that could be net-settled in the event of default, assuming all parties were to fail to comply with the terms of the agreements, for derivatives we have in a net liability position, we would owe \$53 million as of June 30, 2015 and \$156 million as of December 31, 2014, and for derivatives we have in a net asset position, our counterparties would owe us a total of \$73 million as of June 30, 2015 and \$72 million as of December 31, 2014. We manage the credit risk in connection with these and all our derivatives by entering into transactions with counterparties with investment grade credit ratings, limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties.

Derivative Volume:

The net notional values of our derivative instruments were:

	Notional Amount	
	As of June 30, 2015	As of December 31, 2014
(in millions)		
Currency exchange contracts:		
Intercompany loans and forecasted interest payments	\$ 5,680	\$ 3,640
Forecasted transactions	7,762	6,681
Commodity contracts	2,903	1,569
Interest rate contracts	3,078	3,970
Net investment hedge – euro notes	4,459	3,932
Net investment hedge – pound sterling notes	1,257	545
Net investment hedge – Swiss franc notes	722	–

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Cash Flow Hedges:

Cash flow hedge activity, net of taxes, within accumulated other comprehensive earnings / (losses) included:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Accumulated gain / (loss) at beginning of period	\$ (46)	\$ 82	\$ (2)	\$ 117
Transfer of realized losses / (gains) in fair value to earnings	(36)	(2)	(54)	(3)
Unrealized gain / (loss) in fair value	29	(36)	3	(70)
Accumulated gain / (loss) at end of period	<u>\$ (53)</u>	<u>\$ 44</u>	<u>\$ (53)</u>	<u>\$ 44</u>

After-tax gains / (losses) reclassified from accumulated other comprehensive earnings / (losses) into net earnings were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Currency exchange contracts – forecasted transactions	\$ 38	\$ (2)	\$ 84	\$ (4)
Commodity contracts	(2)	4	(4)	9
Interest rate contracts	–	–	(26)	(2)
Total	<u>\$ 36</u>	<u>\$ 2</u>	<u>\$ 54</u>	<u>\$ 3</u>

After-tax gains / (losses) recognized in other comprehensive earnings / (losses) were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Currency exchange contracts – forecasted transactions	\$ (24)	\$ 5	\$ 25	\$ 7
Commodity contracts	15	(8)	(23)	3
Interest rate contracts	38	(33)	1	(80)
Total	<u>\$ 29</u>	<u>\$ (36)</u>	<u>\$ 3</u>	<u>\$ (70)</u>

Cash flow hedge ineffectiveness was not material for all periods presented.

Pre-tax gains / (losses) on amounts excluded from effectiveness testing recognized in net earnings from continuing operations included a pre-tax loss of \$34 million recognized in the three months ended March 31, 2015 within interest and other expense, net related to certain U.S. dollar interest rate swaps that we no longer designate as accounting cash flow hedges due to a change in financing and hedging plans. In the first quarter, our plans to issue U.S. dollar debt changed and we issued euro, British pound sterling and Swiss franc-denominated notes due to lower overall cost and our decision to hedge a greater portion of our net investments in operations that use these currencies as their functional currencies. In the second quarter of 2015 and the prior-year periods, amounts excluded from effectiveness testing were not material.

We record pre-tax and after-tax (i) gains or losses reclassified from accumulated other comprehensive earnings / (losses) into earnings, (ii) gains or losses on ineffectiveness and (iii) gains or losses on amounts excluded from effectiveness testing in:

- cost of sales for commodity contracts;
- cost of sales for currency exchange contracts related to forecasted transactions; and
- interest and other expense, net for interest rate contracts and currency exchange contracts related to intercompany loans.

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Based on current market conditions, we would expect to transfer unrealized losses of \$37 million (net of taxes) for commodity cash flow hedges, unrealized losses of \$7 million (net of taxes) for currency cash flow hedges and unrealized losses of less than \$1 million (net of taxes) for interest rate cash flow hedges to earnings during the next 12 months.

Hedge Coverage:

As of June 30, 2015, we hedged transactions forecasted to impact cash flows over the following periods:

- commodity transactions for periods not exceeding the next 18 months;
- interest rate transactions for periods not exceeding the next 30 years and 8 months; and
- currency exchange transactions for periods not exceeding the next 18 months.

Fair Value Hedges:

Pre-tax gains / (losses) due to changes in fair value of our interest rate swaps and related hedged long-term debt were recorded in interest and other expense, net:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Derivatives	\$ —	\$ 14	\$ 4	\$ 14
Borrowings	—	(14)	(4)	(14)

Fair value hedge ineffectiveness and amounts excluded from effectiveness testing were not material for all periods presented.

Economic Hedges:

Pre-tax gains / (losses) recorded in net earnings for economic hedges were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,		Location of Gain / (Loss) Recognized in Earnings
	2015	2014	2015	2014	
	(in millions)				
Currency exchange contracts:					
Intercompany loans and forecasted interest payments	\$ 7	\$ 3	\$ 14	\$ 1	Interest and other expense, net
Forecasted transactions	(7)	(30)	(10)	(40)	Cost of sales
Forecasted transactions	(152)	(9)	401	(14)	Interest and other expense, net
Forecasted transactions	(5)	(2)	(16)	(3)	Selling, general and administrative expenses
Interest rate contracts	(1)	1	—	1	Interest and other expense, net
Commodity contracts	(18)	(6)	(59)	32	Cost of sales
Total	<u>\$ (176)</u>	<u>\$ (43)</u>	<u>\$ 330</u>	<u>\$ (23)</u>	

In connection with the coffee business transactions, we entered into euro to U.S. dollar currency exchange forward contracts to hedge an expected cash receipt of approximately €4 billion upon closing. As the forward contracts relate to a business divestiture pending as of June 30, 2015, unrealized gains and losses on the derivative are recorded in earnings. We recorded net losses of \$165 million for the three months and net gains of \$386 million for the six months ended June 30, 2015 within interest and other expense, net in connection with the forward contracts. We also entered into currency exchange forward contracts to hedge a portion of the cash proceeds distributed to our subsidiaries in multiple countries where coffee net assets and shares were divested. During the three and six months ended June 30, 2015, the hedges with a notional value of €1.6 billion generated net unrealized gains of \$21 million, which were recorded within interest and other expense, net. See Note 2, *Divestitures and Acquisitions—Divestiture of Coffee Business*, for additional information on our currency exchange forward contracts transactions in the first six months of 2015.

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Hedges of Net Investments in International Operations:

After-tax gains / (losses) related to hedges of net investments in international operations in the form of euro, pound sterling and Swiss franc-denominated debt were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,		Location of Gain / (Loss) Recognized in AOCI
	2015	2014	2015	2014	
	(in millions)				
Euro notes	\$ (118)	\$ 5	\$ 196	\$ –	Currency
Pound sterling notes	(45)	(19)	(13)	(23)	Translation
Swiss franc notes	(17)	–	(30)	–	Adjustment

Note 9. Benefit Plans

Pension Plans

Prior to the divestiture of our global coffee business, certain active employees who transitioned to JDE participated in our Non-U.S. pension plans. Following the divestiture, benefits will be provided directly by JDE to participants continuing with JDE. JDE assumed certain pension plan obligations and received the related plan assets. As of June 30, 2015, these amounts were reported as held for sale and included the net benefit plan liabilities of \$179 million and the related deferred tax assets of \$29 million. Refer to Note 2, *Divestitures and Acquisitions – Divestiture of Coffee Business*, for more information. For all remaining participants, we retained the plan obligations and related plan assets.

Components of Net Periodic Pension Cost:

Net periodic pension cost consisted of the following:

	U.S. Plans		Non-U.S. Plans	
	For the Three Months Ended June 30,		For the Three Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Service cost	\$ 15	\$ 13	\$ 51	\$ 45
Interest cost	17	16	77	100
Expected return on plan assets	(24)	(20)	(119)	(125)
Amortization:				
Net loss from experience differences	10	7	38	27
Prior service cost (1)	1	1	16	1
Settlement losses (2)	10	4	–	5
Net periodic pension cost	<u>\$ 29</u>	<u>\$ 21</u>	<u>\$ 63</u>	<u>\$ 53</u>

	U.S. Plans		Non-U.S. Plans	
	For the Six Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Service cost	\$ 32	\$ 28	\$ 101	\$ 89
Interest cost	34	33	154	197
Expected return on plan assets	(47)	(40)	(238)	(248)
Amortization:				
Net loss from experience differences	22	15	77	54
Prior service cost (1)	1	1	16	1
Settlement losses (2)	13	6	–	10
Net periodic pension cost	<u>\$ 55</u>	<u>\$ 43</u>	<u>\$ 110</u>	<u>\$ 103</u>

- (1) For the three and six months ended June 30, 2015, amortization of prior service cost includes \$17 million of pension curtailment losses related to employees who transitioned to JDE upon the divestiture of our global coffee business. Refer to Note 2, *Divestitures and Acquisitions – Divestiture of Coffee Business*, for more information.
- (2) For the three and six months ended June 30, 2015, settlement losses include \$6 million of pension settlement losses for employees who elected lump-sum payments in connection with our 2014-2018 Restructuring Program. See Note 6, *Restructuring Programs*, for more information.

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Employer Contributions:

We make contributions to our U.S. and non-U.S. pension plans primarily to the extent that they are tax deductible and do not generate an excise tax liability. During the six months ended June 30, 2015, we contributed \$207 million to our U.S. plans and \$164 million to our non-U.S. plans. Based on current tax law, we plan to make further contributions of approximately \$3 million to our U.S. plans and approximately \$154 million to our non-U.S. plans during the remainder of 2015. However, our actual contributions may differ due to many factors, including changes in tax and other benefit laws or significant differences between expected and actual pension asset performance or interest rates.

Postretirement Benefit Plans

Net postretirement health care costs consisted of the following:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Service cost	\$ 3	\$ 3	\$ 7	\$ 6
Interest cost	6	6	12	11
Amortization:				
Net loss from experience differences	4	1	7	3
Prior service credit	(2)	(2)	(4)	(5)
Net postretirement health care costs	<u>\$ 11</u>	<u>\$ 8</u>	<u>\$ 22</u>	<u>\$ 15</u>

Postemployment Benefit Plans

Net postemployment costs consisted of the following:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Service cost	\$ 1	\$ 2	\$ 3	\$ 4
Interest cost	2	1	3	3
Net postemployment costs	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 6</u>	<u>\$ 7</u>

Note 10. Stock Plans

Stock Options:

Stock option activity consisted of the following:

	Shares Subject to Option	Weighted-Average Exercise or Grant Price Per Share	Aggregate Intrinsic Value
Balance at January 1, 2015	56,431,551	\$ 24.19	\$ 685 million
Annual grants to eligible employees	8,899,530	36.94	
Additional options granted	868,730	35.59	
Total options granted	9,768,260	36.82	
Options exercised	(4,439,379)	22.90	\$ 65 million
Options cancelled	(1,167,068)	31.72	
Balance at June 30, 2015	<u>60,593,364</u>	26.18	\$ 906 million

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Restricted Stock, Deferred Stock Units and Performance Share Units:

Restricted stock, deferred stock unit and performance share unit activity consisted of the following:

	<u>Number of Shares</u>	<u>Grant Date</u>	<u>Weighted-Average Fair Value Per Share</u>	<u>Weighted-Average Aggregate Fair Value</u>
Balance at January 1, 2015	<u>10,582,640</u>		\$ 28.56	
Annual grants to eligible employees:				
Performance share units	1,598,290	Feb. 18, 2015	36.94	
Restricted stock	386,910	Feb. 18, 2015	36.94	
Deferred stock units	866,640	Feb. 18, 2015	36.94	
Additional shares granted (1)	<u>775,579</u>	Various	37.06	
Total shares granted	<u>3,627,419</u>		36.97	\$ 134 million
Vested	(3,286,055)		36.97	\$ 121 million
Forfeited	<u>(737,151)</u>		31.81	
Balance at June 30, 2015	<u>10,186,853</u>		28.61	

(1) Includes performance share units, restricted stock and deferred stock units.

Share Repurchase Program:

During 2013, our Board of Directors authorized the repurchase of \$7.7 billion of our Common Stock through December 31, 2016. Repurchases under the program are determined by management and are wholly discretionary. During the six months ended June 30, 2015, we repurchased 58.2 million shares of Common Stock at an average cost of \$37.17 per share, or an aggregate cost of \$2.2 billion, of which \$2.1 billion was paid during the period. All share repurchases were funded through available cash and commercial paper issuances. As of June 30, 2015, we had \$0.9 billion in remaining share repurchase capacity. On July 29, 2015, our Finance Committee, with authorization delegated from our Board of Directors, approved an increase of \$6.0 billion in the share repurchase plan, raising the authorization to \$13.7 billion of Common Stock repurchases, and extended the program through December 31, 2018.

Note 11. Commitments and Contingencies

Legal Proceedings:

We routinely are involved in legal proceedings, claims and governmental inspections or investigations ("Legal Matters") arising in the ordinary course of our business.

A compliant and ethical corporate culture, which includes adhering to laws and industry regulations in all jurisdictions in which we do business, is integral to our success. Accordingly, after we acquired Cadbury in February 2010, we began reviewing and adjusting, as needed, Cadbury's operations in light of applicable standards as well as our policies and practices. We initially focused on such high priority areas as food safety, the Foreign Corrupt Practices Act ("FCPA") and antitrust. Based upon Cadbury's pre-acquisition policies and compliance programs and our post-acquisition reviews, our preliminary findings indicated that Cadbury's overall state of compliance was sound. Nonetheless, through our reviews, we determined that in certain jurisdictions, including India, there appeared to be facts and circumstances warranting further investigation. We are continuing our investigations in certain jurisdictions, including in India, and we continue to cooperate with governmental authorities.

As we previously disclosed, on February 1, 2011, we received a subpoena from the SEC in connection with an investigation under the FCPA, primarily related to a facility in India that we acquired in the Cadbury acquisition. The subpoena primarily requests information regarding dealings with Indian governmental agencies and officials to obtain approvals related to the operation of that facility. We are continuing to cooperate with the U.S. and Indian governments in their investigations of these matters, including through ongoing meetings with the U.S. government to discuss potential conclusion of the U.S. government investigation.

In February 2013 and March 2014, Cadbury India Limited (now known as Mondelez India Foods Private Limited), a subsidiary of Mondelez International, and other parties received show cause notices from the Indian Central Excise Authority (the "Excise Authority") calling upon the parties to demonstrate why the Excise Authority should not collect a total of 3.7 billion Indian rupees (approximately \$59 million U.S. dollars as of June 30, 2015) of unpaid excise tax and an equivalent amount of penalties, as well as interest, related to production at the same Indian facility. We contested these demands for unpaid excise taxes, penalties and interest. On March 27, 2015, after several hearings, the Commissioner of

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the Excise Authority issued an order denying the excise exemption that we claimed for the Indian facility and confirming the Excise Authority's demands for total taxes and penalties in the amount of 5.8 billion Indian rupees (approximately \$92 million U.S. dollars as of June 30, 2015). We have appealed this order. In addition, the Excise Authority issued another show cause notice, dated February 6, 2015, on the same issue but covering the period January to October 2014, thereby adding 1.0 billion Indian rupees (approximately \$16 million U.S. dollars as of June 30, 2015) of unpaid excise taxes as well as penalties of up to 1.0 billion Indian rupees (approximately \$16 million U.S. dollars as of June 30, 2015) and interest, to the amount claimed by the Excise Authority. We believe that the decision to claim the excise tax benefit is valid and we are continuing to contest the show cause notices through the administrative and judicial process.

In April 2013, the staff of the U.S. Commodity Futures Trading Commission ("CFTC") advised us and Kraft Foods Group, Inc. ("Kraft") that it was investigating activities related to the trading of December 2011 wheat futures contracts that occurred prior to the Spin-Off of Kraft. We cooperated with the staff in its investigation. On April 1, 2015, the CFTC filed a complaint against Kraft and Mondelēz Global LLC ("Mondelēz Global") in the U.S. District Court for the Northern District of Illinois, Eastern Division (the "CFTC action"). The complaint alleges that Kraft and Mondelēz Global (1) manipulated or attempted to manipulate the wheat markets during the fall of 2011; (2) violated position limit levels for wheat futures and (3) engaged in non-competitive trades by trading both sides of exchange-for-physical Chicago Board of Trade wheat contracts. The CFTC seeks civil monetary penalties of either triple the monetary gain for each violation of the Commodity Exchange Act (the "Act") or \$1 million for each violation of Section 6(c)(1), 6(c)(3) or 9(a)(2) of the Act and \$140,000 for each additional violation of the Act, plus post-judgment interest; an order of permanent injunction prohibiting Kraft and Mondelēz Global from violating specified provisions of the Act; disgorgement of profits; and costs and fees. On June 1, 2015, Mondelēz Global and Kraft filed a motion to dismiss the CFTC's claims of market manipulation and attempted manipulation. Additionally, several class action complaints were filed against Kraft and Mondelēz Global in the U.S. District Court for the Northern District of Illinois by investors in wheat futures and options on behalf of themselves and others similarly situated. The complaints make similar allegations as those made in the CFTC action and seek class action certification; an unspecified amount for damages, interest and unjust enrichment; costs and fees; and injunctive, declaratory, and other unspecified relief. On June 4, 2015, these suits were consolidated in the Northern District of Illinois. It is not possible to predict the outcome of these matters; however, based on our Separation and Distribution Agreement with Kraft dated as of September 27, 2012, we expect to predominantly bear any monetary penalties or other payments in connection with the CFTC action.

While we cannot predict with certainty the results of any Legal Matters in which we are currently involved, we do not expect that the ultimate costs to resolve any of these Legal Matters, individually or in the aggregate, will have a material effect on our financial results.

Third-Party Guarantees:

We enter into third-party guarantees primarily to cover the long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. At June 30, 2015, we had no material third-party guarantees recorded on our consolidated balance sheet.

Note 12. Reclassifications from Accumulated Other Comprehensive Income

The components of accumulated other comprehensive earnings / (losses) attributable to Mondelēz International were:

	Mondelēz International Shareholders' Equity			Total
	Currency Translation Adjustments	Pension and Other Benefits	Derivatives Accounted for as Hedges	
	(in millions)			
Balances at January 1, 2014	\$ (1,414)	\$ (1,592)	\$ 117	\$ (2,889)
Other comprehensive earnings / (losses), before reclassifications:				
Currency translation adjustment (1)	167	(6)	–	161
Pension and other benefits	–	–	–	–
Derivatives accounted for as hedges	(20)	–	(112)	(132)
Losses / (gains) reclassified into net earnings	–	85	(4)	81
Tax (expense) / benefit	(3)	(21)	43	19
Total other comprehensive earnings / (losses)				129
Balances at June 30, 2014	<u>\$ (1,270)</u>	<u>\$ (1,534)</u>	<u>\$ 44</u>	<u>\$ (2,760)</u>
Balances at January 1, 2015	\$ (5,042)	\$ (2,274)	\$ (2)	\$ (7,318)
Other comprehensive earnings / (losses), before reclassifications:				
Currency translation adjustment(1)	(1,600)	51	–	(1,549)
Pension and other benefits	–	(28)	–	(28)
Derivatives accounted for as hedges	241	–	10	251
Losses / (gains) reclassified into net earnings	–	132	(48)	84
Tax (expense) / benefit	(88)	(31)	(13)	(132)
Total other comprehensive earnings / (losses)				(1,374)
Balances at June 30, 2015	<u>\$ (6,489)</u>	<u>\$ (2,150)</u>	<u>\$ (53)</u>	<u>\$ (8,692)</u>

(1) The condensed consolidated statement of other comprehensive earnings includes currency translation adjustment attributable to noncontrolling interests of \$(16) million for the six months ended June 30, 2015 and \$(1) million for the six months ended June 30, 2014.

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Amounts reclassified from accumulated other comprehensive earnings / (losses) and their locations in the condensed consolidated financial statements were as follows:

	For the Three Months Ended		For the Six Months Ended		Location of Gain / (Loss) Recognized in Net Earnings
	June 30,		June 30,		
	2015	2014	2015	2014	
	(in millions)				
Pension and other benefits:					
Reclassification of losses / (gains) into net earnings:					
Amortization of experience losses and prior service costs (1)	\$ 67	\$ 35	\$ 119	\$ 69	
Settlement losses (1)	10	9	13	16	
Tax impact	(23)	(8)	(36)	(21)	Provision for income taxes
Derivatives accounted for as hedges:					
Reclassification of losses / (gains) into net earnings:					
Currency exchange contracts – forecasted transactions	(42)	2	(92)	4	Cost of sales
Commodity contracts	(2)	(4)	3	(11)	Cost of sales
Interest rate contracts	–	–	41	3	Interest and other expense, net
Tax impact	3	1	(10)	1	Provision for income taxes
Total reclassifications into net earnings, net of tax	<u>\$ 13</u>	<u>\$ 35</u>	<u>\$ 38</u>	<u>\$ 61</u>	

(1) These items are included in the components of net periodic benefit costs disclosed in Note 9, *Benefit Plans*.

Note 13. Income Taxes

During 2015, as part of our ongoing remediation efforts related to the material weakness in internal controls over the accounting for income taxes, we recorded out-of-period adjustments that had an immaterial impact on the provision for income taxes of \$4 million for the three months and \$11 million for the six months ended June 30, 2015. During 2014, we recorded immaterial out-of-period adjustments of \$5 million for the three and six months ended June 30, 2014. The out-of-period adjustments were not material to the consolidated financial statements for any prior period.

Based on current tax laws, our estimated annual effective tax rate for 2015 is 19.0%, reflecting favorable impacts from the mix of pre-tax income in various non-U.S. tax jurisdictions. Our 2015 second quarter effective tax rate of 19.0% included net tax expense from \$8 million of discrete one-time events. The discrete net tax expense primarily consisted of \$22 million related to the sale of our interest in AGF, partially offset by \$11 million related to favorable audit settlements and expirations of statutes of limitations in several jurisdictions. Our effective tax rate for the six months ended June 30, 2015 of 22.4% was unfavorably impacted by net tax expense from \$33 million of discrete one-time events. The discrete net tax expense primarily consisted of \$54 million of tax charges related to the sale of our interest in AGF (\$32 million in the first quarter upon the investment's change to held-for-sale status and an additional \$22 million upon the closing of the sale in the second quarter), partially offset by \$33 million from favorable audit settlements and expirations of statutes of limitations in several jurisdictions.

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As of the second quarter of 2014, our estimated annual effective tax rate for 2014 was 19.6%, reflecting favorable impacts from the mix of pre-tax income in various non-U.S. tax jurisdictions, partially offset by the remeasurement of our Venezuelan net monetary assets. Our 2014 second quarter effective tax rate of 12.4% was favorably impacted by net tax benefits from \$52 million of discrete one-time events, of which \$37 million related to tax return to provision adjustments and \$9 million related to favorable tax audit settlements and expirations of statutes of limitations in several jurisdictions. Our effective tax rate for the six months ended June 30, 2014 of 7.5% was due to tax benefits from discrete one-time events and lower pre-tax income due to the tender-related loss on debt extinguishment and the remeasurement of the Venezuela net monetary assets. Of the discrete net tax benefits of \$104 million, \$60 million related to favorable tax audit settlements and expirations of statutes of limitations in several jurisdictions and \$37 million related to tax return to provision adjustments.

Note 14. Earnings Per Share

Basic and diluted earnings per share ("EPS") were calculated using the following:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions, except per share data)			
Net earnings	\$ 427	\$ 642	\$ 739	\$ 792
Noncontrolling interest	21	20	9	7
Net earnings attributable to Mondelēz International	<u>\$ 406</u>	<u>\$ 622</u>	<u>\$ 730</u>	<u>\$ 785</u>
Weighted-average shares for basic EPS	1,625	1,694	1,637	1,699
Plus incremental shares from assumed conversions of stock options and long-term incentive plan shares	18	18	17	18
Weighted-average shares for diluted EPS	<u>1,643</u>	<u>1,712</u>	<u>1,654</u>	<u>1,717</u>
Basic earnings per share attributable to Mondelēz International	\$ 0.25	\$ 0.37	\$ 0.45	\$ 0.46
Diluted earnings per share attributable to Mondelēz International	\$ 0.25	\$ 0.36	\$ 0.44	\$ 0.46

We exclude antidilutive Mondelēz International stock options from our calculation of weighted-average shares for diluted EPS. We excluded 12.6 million antidilutive stock options for the three months and 13.2 million antidilutive stock options for the six months ended June 30, 2015 and we excluded 9.9 million antidilutive stock options for the three months and 7.3 million antidilutive stock options for the six months ended June 30, 2014.

Note 15. Segment Reporting

We manufacture and market primarily snack food and beverage products, including biscuits (cookies, crackers and salted snacks), chocolate, gum & candy, coffee & powdered beverages and various cheese & grocery products. We manage our global business and report operating results through geographic units.

Our operations and management structure are organized into five reportable operating segments:

- Latin America
- Asia Pacific
- Eastern Europe, Middle East and Africa
- Europe
- North America

We manage our operations by region to leverage regional operating scale, manage different and changing business environments more effectively and pursue growth opportunities as they arise in our key markets. In 2015, we began to report stock-based compensation for our corporate employees, which was previously reported within our North America region, within general corporate expenses. We reclassified corporate stock-based compensation expense out of the North America segment of \$4 million during the three months and \$15 million during the six months ended June 30, 2015.

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We use segment operating income to evaluate segment performance and allocate resources. We believe it is appropriate to disclose this measure to help investors analyze segment performance and trends. Segment operating income excludes unrealized gains and losses on hedging activities (which are a component of cost of sales), general corporate expenses (which are a component of selling, general and administrative expenses), amortization of intangibles, gains and losses on divestitures or acquisitions and acquisition-related costs (which are a component of selling, general and administrative expenses) in all periods presented. We exclude these items from segment operating income in order to provide better transparency of our segment operating results. Furthermore, we centrally manage interest and other expense, net. Accordingly, we do not present these items by segment because they are excluded from the segment profitability measure that management reviews.

Our segment net revenues and earnings were:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2015	2014	2015	2014
	(in millions)			
Net revenues:				
Latin America	\$ 1,240	\$ 1,242	\$ 2,497	\$ 2,598
Asia Pacific	1,024	1,084	2,177	2,307
EEMEA	869	1,008	1,564	1,846
Europe	2,815	3,379	5,790	6,936
North America	1,713	1,723	3,395	3,390
Net revenues	<u>\$ 7,661</u>	<u>\$ 8,436</u>	<u>\$ 15,423</u>	<u>\$ 17,077</u>
	(in millions)			
Earnings before income taxes:				
Operating income:				
Latin America	\$ 134	\$ 140	\$ 288	\$ 184
Asia Pacific	104	111	250	299
EEMEA	100	146	132	210
Europe	261	463	587	926
North America	261	269	542	472
Unrealized gains / (losses) on hedging activities	86	(54)	79	(47)
General corporate expenses	(71)	(63)	(145)	(135)
Amortization of intangibles	(46)	(55)	(92)	(109)
Gain on divestiture	13	–	13	–
Acquisition-related costs	(1)	–	(2)	–
Operating income	<u>841</u>	<u>957</u>	<u>1,652</u>	<u>1,800</u>
Interest and other expense, net	<u>(314)</u>	<u>(224)</u>	<u>(700)</u>	<u>(944)</u>
Earnings before income taxes	<u>\$ 527</u>	<u>\$ 733</u>	<u>\$ 952</u>	<u>\$ 856</u>

Items impacting our segment operating results are discussed in Note 1, *Basis of Presentation*, including the Venezuelan currency devaluation, Note 2, *Divestitures and Acquisitions*, and Note 6, *Restructuring Programs*. Also see Note 7, *Debt*, and Note 8, *Financial Instruments*, for more information on our interest and other expense, net for each period.

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Net revenues by product category were:

For the Three Months Ended June 30, 2015						
Latin America	Asia Pacific	EEMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 407	\$ 268	\$ 147	\$ 642	\$ 1,400	\$ 2,864
Chocolate	202	302	196	890	41	1,631
Gum & Candy	295	188	166	198	272	1,119
Beverages (1)	178	133	272	776	–	1,359
Cheese & Grocery	158	133	88	309	–	688
Total net revenues	<u>\$ 1,240</u>	<u>\$ 1,024</u>	<u>\$ 869</u>	<u>\$ 2,815</u>	<u>\$ 1,713</u>	<u>\$ 7,661</u>

For the Three Months Ended June 30, 2014 (2)						
Latin America	Asia Pacific	EEMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 333	\$ 273	\$ 171	\$ 794	\$ 1,398	\$ 2,969
Chocolate	256	329	221	1,114	50	1,970
Gum & Candy	293	188	200	238	275	1,194
Beverages (1)	197	137	327	848	–	1,509
Cheese & Grocery	163	157	89	385	–	794
Total net revenues	<u>\$ 1,242</u>	<u>\$ 1,084</u>	<u>\$ 1,008</u>	<u>\$ 3,379</u>	<u>\$ 1,723</u>	<u>\$ 8,436</u>

For the Six Months Ended June 30, 2015						
Latin America	Asia Pacific	EEMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 716	\$ 584	\$ 271	\$ 1,236	\$ 2,758	\$ 5,565
Chocolate	496	704	395	2,118	97	3,810
Gum & Candy	590	379	284	381	540	2,174
Beverages (1)	392	248	457	1,450	–	2,547
Cheese & Grocery	303	262	157	605	–	1,327
Total net revenues	<u>\$ 2,497</u>	<u>\$ 2,177</u>	<u>\$ 1,564</u>	<u>\$ 5,790</u>	<u>\$ 3,395</u>	<u>\$ 15,423</u>

For the Six Months Ended June 30, 2014 (2)						
Latin America	Asia Pacific	EEMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 660	\$ 604	\$ 318	\$ 1,516	\$ 2,739	\$ 5,837
Chocolate	580	747	464	2,590	113	4,494
Gum & Candy	579	394	347	461	538	2,319
Beverages (1)	452	259	555	1,625	–	2,891
Cheese & Grocery	327	303	162	744	–	1,536
Total net revenues	<u>\$ 2,598</u>	<u>\$ 2,307</u>	<u>\$ 1,846</u>	<u>\$ 6,936</u>	<u>\$ 3,390</u>	<u>\$ 17,077</u>

- (1) On July 2, 2015, we divested our global coffee businesses from our Europe, EEMEA and Asia Pacific segment beverage categories. Refer to Note 2, *Divestitures and Acquisitions – Divestiture of Coffee Business*, for more information.
- (2) During 2014, we realigned some of our products across product categories and as such, we reclassified the product category net revenues on a basis consistent with the 2015 presentation.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Description of the Company

We manufacture and market primarily snack food and beverage products, including biscuits (cookies, crackers and salted snacks), chocolate, gum & candy, coffee & powdered beverages and various cheese & grocery products. We have operations in more than 80 countries and sell our products in approximately 165 countries.

Over the last several years, we have been expanding geographically and building our presence in the snacking category. At the same time, we have continued to invest in product quality, marketing and innovation behind our iconic brands, while implementing a series of cost saving initiatives. Our goals are to achieve industry-leading revenue growth over time driven by the higher expected growth rates of advantaged snack categories; leverage our cost structure through supply chain reinvention, productivity programs, overhead streamlining, volume growth and improved product mix to drive margin gains; and grow earnings per share in the top-tier of our peer group.

Divestiture of Global Coffee Businesses

On July 2, 2015, we completed transactions to combine our wholly owned coffee businesses (including our coffee portfolio in France) with those of D.E Master Blenders 1753 B.V. ("DEMB") to create a new company, Jacobs Douwe Egberts ("JDE"). Upon closing, the consideration we received for our coffee businesses was €3.8 billion (\$4.2 billion U.S. dollars as of July 2, 2015), a 43.5 percent equity interest in JDE and a \$275 million receivable related to an expected payment from JDE one year following the closing related to tax formation costs. We also received \$76 million of cash related to the reimbursement of costs we incurred related to separating our coffee businesses. Acorn Holdings B.V., owner of DEMB, holds a 56.5% share in JDE. The cash and equity consideration we received was adjusted from previous estimates to reflect our retaining our interest in a Korea-based joint venture, Dongsuh Foods Corporation. During the second quarter of 2015, we also completed the sale of our interest in a Japanese coffee joint venture, Ajinomoto General Foods, Inc. ("AGF"). In lieu of contributing our interest in the AGF joint venture to JDE, we contributed the net cash proceeds from the sale, and the transaction did not change the consideration received for our global coffee businesses. Please refer to Note 2, *Divestitures and Acquisitions*, for more information on the divestiture of AGF.

We are currently in the process of determining the fair value of our investment in JDE as of the closing date. We expect to have a preliminary valuation completed in the third quarter of 2015. The sale proceeds are also subject to further adjustments, including finalization of working capital, net debt and other sale adjustments. We expect to finalize the sales price and related adjustments by the end of the second quarter of 2016. Some of the net asset and equity balances we divest in the third quarter may also change based on information that becomes available in the third quarter following the closing. As a result, the actual amount of consideration we receive and the gain we recognize on the divestiture may change until we conclude these matters.

Following the transactions, our snacks net revenues, consisting of biscuits, chocolate, gum and candy, were approximately 85% of our 2014 net revenues excluding coffee net revenues. By retaining a significant stake in JDE, we will also continue to have a significant contribution from the coffee category. We plan to reflect our divested historical coffee results and future equity earnings from JDE in results from continuing operations as the coffee category continues to be a significant part of our strategy and net earnings.

To lock in an expected U.S. dollar value of approximately \$5 billion related to the estimated €4 billion cash receipt upon closing, we entered into currency exchange forward contracts beginning in May 2014, when the transaction was announced. On February 11, 2015, we monetized these forward contracts and realized total pre-tax gains of \$939 million, of which \$628 million was recognized in 2014 and \$311 million was recognized in the first quarter of 2015. Additionally, we entered into new currency exchange forward contracts, which we monetized on April 17, 2015 and realized total pre-tax gains of \$296 million, of which \$56 million was recognized in the second quarter of 2015. On that date we executed new currency exchange contracts that generated unrealized losses of \$221 million in the three and six months ended June 30, 2015. The currency hedge gains and losses were recorded in interest and other expense, net. The forward contracts were recorded on the consolidated balance sheet, with unrealized gains recorded in other current assets and unrealized losses recorded in other current liabilities. On July 6, 2015, we monetized the forward contracts and realized a \$202 million pre-tax loss. Cumulatively over 2014 and through July 6, 2015, we realized aggregate net gains and received cash of approximately \$1.0 billion on these currency exchange forward contracts. With the receipt of €3.8 billion on July 2, 2015 (\$4.2 billion as of July 2, 2015), we have collected \$5.2 billion.

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During the second quarter of 2015, we also entered into currency exchange forward contracts to hedge a portion of the cash payments to be made to our subsidiaries in multiple countries where coffee net assets and shares were divested. These hedges with a notional value of €1.6 billion generated net unrealized gains of \$21 million during the three months ended June 30, 2015. The net unrealized gain was recorded within interest and other expense, net and the forward contracts were recorded within other current assets. During July 2015, we settled these forward contracts and realized total pre-tax net gains of \$17 million.

We also incurred incremental expenses related to readying our global coffee businesses for the divestiture that totaled \$157 million in the three months and \$185 million in the six months ended June 30, 2015 and \$5 million in the three and six months ended June 30, 2014. These expenses were recorded within asset impairment and exit costs and selling, general and administrative expenses of primarily our Europe and EEMEA segments and within general corporate expenses.

Summary of Results

- Net revenues decreased 9.2% to \$7.7 billion in the second quarter of 2015 and decreased 9.7% to \$15.4 billion in the first six months of 2015 as compared to the same periods in the prior year. Net revenues in 2015 were significantly affected by unfavorable currency translation as the U.S. dollar strengthened against most currencies in which we operate compared to exchange rates in the prior year.
- Organic Net Revenue increased 4.3% to \$8.8 billion in the second quarter of 2015 and increased 4.0% to \$17.8 billion in the first six months of 2015 as compared to the same periods in the prior year. Organic Net Revenue is a non-GAAP financial measure we use to evaluate our underlying results (see the definition of Organic Net Revenue and our reconciliation with net revenues within *Non-GAAP Financial Measures* appearing later in this section).
- Diluted EPS attributable to Mondelēz International decreased 30.6% to \$0.25 in the second quarter of 2015 and decreased 4.3% to \$0.44 in the first six months of 2015 as compared to the same periods in the prior year. A number of significant items also affected the comparability of our reported results, as further described in the *Discussion and Analysis of Historical Results* appearing later in this section and in the notes to the condensed consolidated financial statements.
- Adjusted EPS increased 17.5% to \$0.47 in the second quarter of 2015 and increased 11.4% to \$0.88 in the first six months of 2015 as compared to the same periods in the prior year. On a constant currency basis, Adjusted EPS increased 37.5% to \$0.55 in the second quarter of 2015 and increased 30.4% to \$1.03 in the first six months of 2015. Adjusted EPS is a non-GAAP financial measure we use to evaluate our underlying results (see the definition of Adjusted EPS and our reconciliation with diluted EPS within *Non-GAAP Financial Measures* appearing later in this section).

Financial Performance Measures

We seek to achieve top-tier financial performance. We manage our business to achieve this goal using our key operating metrics: Organic Net Revenue, Adjusted Operating Income and Adjusted EPS. As we evaluate our revenue growth, in addition to evaluating underlying revenue drivers such as pricing and volume/mix, we also evaluate revenue growth from emerging markets and our Power Brands. Refer to *Non-GAAP Financial Measures* appearing later in this section for more information on these measures.

We also monitor a number of factors and trends that we expect may affect our revenues and profitability. During the first six months of 2015, we continued to note trends similar to those we highlighted in our most recently filed Annual Report on Form 10-K for the year ended December 31, 2014. In particular, volatility in the global commodity and currency markets continued. Refer to *Commodity Trends* appearing later in this section and Note 1, *Basis of Presentation—Currency Translation and Highly Inflationary Accounting*, for additional information on our commodity costs and specific currency risks we are monitoring.

Discussion and Analysis of Historical Results

Items Affecting Comparability of Financial Results

The following table includes significant income or (expense) items that affected the comparability of our pre-tax results of operations and our effective tax rates. Please refer to the notes to the condensed consolidated financial statements indicated below for more information. Refer also to the *Consolidated Results of Operations – Net Earnings and Earnings per Share Attributable to Mondelez International* table for the per share impacts of these items.

	See Note	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
		2015	2014	2015	2014
(in millions of U.S. dollars)					
Coffee business transactions	Note 2				
Incremental costs for readying the businesses		\$ (157)	\$ (5)	\$ (185)	\$ (5)
Net (loss) / gain on currency hedges (1)		(144)	(7)	407	(7)
2014-2018 Restructuring Program:	Note 6				
Restructuring charges		(135)	(1)	(297)	(1)
Implementation charges		(47)	(9)	(109)	(9)
2012-2014 Restructuring Program:	Note 6				
Restructuring charges		1	(54)	3	(96)
Implementation charges		–	(19)	–	(43)
Remeasurement of Venezuelan net monetary assets:	Note 1				
Q1 2014: 6.30 to 10.70 bolivars to U.S. dollar		–	–	–	(142)
Q1 2015: 11.50 to 12.00 bolivars to U.S. dollar		–	–	(11)	–
Loss on debt extinguishment and related expenses	Note 7	–	(1)	(713)	(495)
Gain on divestiture	Note 2	13	–	13	–
Effective tax rate	Note 13	19.0%	12.4%	22.4%	7.5%

- (1) On February 11, 2015, we monetized certain currency hedges related to the anticipated cash receipt of €4 billion from the coffee business transactions, and we realized total pre-tax gains of \$939 million, of which \$311 million was recognized in the first quarter of 2015. On April 17, 2015, we monetized new forward contracts and realized total pre-tax gains of \$296 million, of which \$240 million was recognized in the first quarter and \$56 million was recognized in the second quarter of 2015. During the second quarter, we entered into additional hedges which generated a net unrealized loss of \$200 million through June 30, 2015. Refer to Note 2, *Divestitures and Acquisitions—Divestiture of Coffee Business*, for more information.

Consolidated Results of Operations

The following discussion compares our consolidated results of operations for the three months and six months ended June 30, 2015 and 2014.

Three Months Ended June 30:

	For the Three Months Ended June 30,		\$ change	% change
	2015	2014		
	(in millions, except per share data)			
Net revenues	\$ 7,661	\$ 8,436	\$ (775)	(9.2)%
Operating income	841	957	(116)	(12.1)%
Net earnings attributable to Mondelēz International	406	622	(216)	(34.7)%
Diluted earnings per share attributable to Mondelēz International	0.25	0.36	(0.11)	(30.6)%

Net Revenues – Net revenues decreased \$775 million (9.2%) to \$7,661 million in the second quarter of 2015, and Organic Net Revenue (1) increased \$363 million (4.3%) to \$8,799 million. Organic Net Revenue growth was driven entirely by our Power Brands, which grew 6.6%. In addition, emerging markets grew 9.7% and accounted for nearly the entire increase in our Organic Net Revenue. The underlying changes in net revenues and Organic Net Revenue are detailed below:

	2015
Change in net revenues (by percentage point)	
Higher net pricing	6.6pp
Unfavorable volume/mix	(2.3)pp
Total change in Organic Net Revenue (1)	4.3%
Unfavorable currency	(13.6)pp
Impact of acquisition	0.1pp
Total change in net revenues	(9.2)%

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

Organic Net Revenue growth was driven by higher net pricing, partially offset by unfavorable volume/mix. Net pricing was up, which includes the carryover benefit of pricing actions taken in 2014 as well as the effects of input cost-driven pricing actions taken during the first six months of 2015. Higher net pricing was reflected across all segments except North America. Unfavorable volume/mix was largely due to price elasticity as well as strategic decisions to exit certain low-margin product lines and the shift of Easter-related shipments into the first quarter. Unfavorable volume/mix was reflected across all segments except North America. Unfavorable currency impacts decreased net revenues by \$1,148 million, due primarily to the strength of the U.S. dollar relative to several currencies, including the euro, Brazilian real, Russian ruble, British pound sterling and Australian dollar. The February 16, 2015 acquisition of the Enjoy Life Foods snacking business in North America added \$10 million in incremental net revenues for the quarter.

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Operating Income – Operating income decreased \$116 million (12.1%) to \$841 million in the second quarter of 2015, Adjusted Operating Income ⁽¹⁾ increased \$108 million (10.2%) to \$1,165 million and Adjusted Operating Income on a constant currency basis ⁽¹⁾ increased \$262 million (24.8%) to \$1,319 million due to the following:

	Operating Income (in millions)	Change (percentage point)
Operating Income for the Three Months Ended June 30, 2014	\$ 957	
Spin-Off Costs ⁽²⁾	16	2.0pp
2012-2014 Restructuring Program costs ⁽³⁾	73	8.2pp
2014-2018 Restructuring Program costs ⁽³⁾	10	1.1pp
Integration Program and other acquisition integration costs ⁽⁴⁾	(1)	(0.1)pp
Costs associated with the coffee business transactions ⁽⁵⁾	5	0.5pp
Operating income from divestiture ⁽⁶⁾	(3)	(0.3)pp
Adjusted Operating Income ⁽¹⁾ for the Three Months Ended June 30, 2014	\$ 1,057	
Higher net pricing	553	52.3pp
Higher input costs	(242)	(23.0)pp
Unfavorable volume/mix	(62)	(5.8)pp
Higher selling, general and administrative expenses	(127)	(12.0)pp
Change in unrealized gains/losses on hedging activities	140	13.3pp
Other, net	–	–
Total change in Adjusted Operating Income (constant currency) ⁽¹⁾	262	24.8%
Unfavorable currency—translation	(154)	(14.6)pp
Total change in Adjusted Operating Income ⁽¹⁾	108	10.2%
Adjusted Operating Income ⁽¹⁾ for the Three Months Ended June 30, 2015	\$ 1,165	
2012-2014 Restructuring Program costs ⁽³⁾	1	0.1pp
2014-2018 Restructuring Program costs ⁽³⁾	(182)	(18.8)pp
Integration Program and other acquisition integration costs ⁽⁴⁾	(1)	(0.1)pp
Costs associated with the coffee business transactions ⁽⁵⁾	(157)	(16.3)pp
Operating income from divestiture ⁽⁶⁾	5	0.5pp
Gain on divestiture ⁽⁶⁾	13	1.2pp
Acquisition-related costs ⁽⁷⁾	(1)	(0.1)pp
Rounding	(2)	(0.2)pp
Operating Income for the Three Months Ended June 30, 2015	\$ 841	(12.1)%

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

(2) Refer to Note 2 to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on Spin-Off Costs incurred following the Kraft Foods Group, Inc. divestiture.

(3) Refer to Note 6, *Restructuring Programs*, for more information on our 2014-2018 Restructuring Program and our 2012-2014 Restructuring Program.

(4) Refer to Note 7, *Integration Program and Cost Savings Initiatives*, to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on our integration costs in 2014. See Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

(5) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the coffee business transactions.

(6) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and an after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and *Non-GAAP Financial Measures* appearing later in this section for more information.

(7) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

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During the quarter, higher net pricing outpaced increased input costs. Higher net pricing, including the carryover impact of pricing actions taken in 2014, was reflected across all segments except North America. The increase in input costs was driven by higher raw material costs, in part due to higher currency exchange transaction costs on imported materials, partially offset by lower manufacturing costs. Unfavorable volume/mix was reflected across all segments.

Total selling, general and administrative expenses decreased \$77 million from the second quarter of 2014, due to a number of factors noted in the table above, including in part, a favorable currency impact, the absence of 2012-2014 Restructuring Program costs and the absence of Spin-Off Costs. Items that increased selling, general and administrative expenses included costs associated with the coffee business transactions and costs incurred for the 2014-2018 Restructuring Program.

Excluding the factors noted above, selling, general and administrative expenses increased \$127 million from the second quarter of 2014. The increase was driven primarily by higher advertising and consumer promotions support, particularly behind our Power Brands.

The change in unrealized gains / (losses) decreased operating income by \$140 million in the second quarter of 2015. In the second quarter of 2015, the net unrealized gains on primarily commodity hedging activity were \$86 million, as compared to net unrealized losses of \$54 million in the second quarter of 2014 related to currency and commodity hedging activity.

Unfavorable currency impacts decreased operating income by \$154 million, due primarily to the strength of the U.S. dollar relative to several currencies, including the euro, Brazilian real, British pound sterling, Russian ruble and Venezuelan bolivar.

Operating income margin decreased from 11.3% in the second quarter of 2014 to 11.0% in the second quarter of 2015. The decrease in operating income margin was driven primarily by costs incurred for the 2014-2018 Restructuring Program and costs associated with the coffee business transactions. Items that increased our operating income margin were an increase in our Adjusted Operating Income margin, the absence of 2012-2014 Restructuring Program costs, the absence of Spin-Off Costs and a pre-tax gain on the AGF divestiture. Adjusted Operating Income margin increased from 12.5% in the second quarter of 2014 to 15.2% in the second quarter of 2015. The increase in Adjusted Operating Income margin was driven primarily by an improved gross margin driven by productivity efforts, the year-over-year favorable impact of unrealized gains / (losses) on currency and commodity hedging activities and overhead leverage, partially offset by higher advertising and consumer promotions support.

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Net Earnings and Earnings per Share Attributable to Mondelez International – Net earnings attributable to Mondelez International of \$406 million decreased by \$216 million (34.7%) in the second quarter of 2015. Diluted EPS attributable to Mondelez International was \$0.25 in the second quarter of 2015, down \$0.11 (30.6%) from the second quarter of 2014. Adjusted EPS ⁽¹⁾ was \$0.47 in the second quarter of 2015, up \$0.07 (17.5%) from the second quarter of 2014. Adjusted EPS on a constant currency basis ⁽¹⁾ was \$0.55 in the second quarter of 2015, up \$0.15 (37.5%) from the second quarter of 2014.

	<u>Diluted EPS</u>
Diluted EPS Attributable to Mondelez International for the Three Months Ended June 30, 2014	\$ 0.36
Spin-Off Costs ⁽²⁾	0.01
2012-2014 Restructuring Program costs ⁽³⁾	0.03
2014-2018 Restructuring Program costs ⁽³⁾	–
Integration Program and other acquisition integration costs ⁽⁴⁾	–
Tax benefit related to remeasurement of net monetary assets in Venezuela ⁽⁵⁾	(0.01)
Costs associated with the coffee business transactions ⁽⁶⁾	0.01
Net earnings from divestiture ⁽⁷⁾	–
Adjusted EPS ⁽¹⁾ for the Three Months Ended June 30, 2014	\$ 0.40
Increase in operations	0.06
Change in unrealized gains / (losses) on hedging activities	0.06
Lower interest and other expense, net ⁽⁸⁾	0.02
Changes in shares outstanding ⁽⁹⁾	0.02
Changes in income taxes ⁽¹⁰⁾	(0.01)
Adjusted EPS (constant currency) ⁽¹⁾ for the Three Months Ended June 30, 2015	\$ 0.55
Unfavorable currency—translation	(0.08)
Adjusted EPS ⁽¹⁾ for the Three Months Ended June 30, 2015	\$ 0.47
2012-2014 Restructuring Program costs ⁽³⁾	–
2014-2018 Restructuring Program costs ⁽³⁾	(0.08)
Integration Program and other acquisition integration costs ⁽⁴⁾	–
Income / (costs) associated with the coffee business transactions ⁽⁶⁾	(0.13)
Net earnings from divestiture ⁽⁷⁾	–
Loss on divestiture ⁽⁷⁾	(0.01)
Acquisition-related costs ⁽¹¹⁾	–
Diluted EPS Attributable to Mondelez International for the Three Months Ended June 30, 2015	\$ 0.25

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

(2) Refer to Note 2 to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on Spin-Off Costs incurred following the Kraft Foods Group, Inc. divestiture.

(3) Refer to Note 6, *Restructuring Programs*, for more information on our 2014-2018 Restructuring Program and our 2012-2014 Restructuring Program.

(4) Refer to Note 7, *Integration Program and Cost Savings Initiatives*, to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on our integration costs in 2014. See Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

(5) Refer to Note 1, *Basis of Presentation*, for more information on the remeasurements of net monetary assets in Venezuela. The \$(0.01) in 2014 above represents a tax benefit related to the remeasurement of net monetary assets in Venezuela in the prior year.

(6) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the coffee business transactions. Net losses of \$144 million in 2015 and net gains of \$7 million in 2014 on the currency hedges related to the coffee business transactions were recorded in interest and other expense, net and are included in the income / (costs) associated with the coffee business transactions of \$0.13 in 2015 and \$0.01 in 2014 above.

(7) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and *Non-GAAP Financial Measures* appearing later in this section for more information.

(8) Excludes the favorable currency impact on interest expense related to our non-U.S. dollar-denominated debt.

(9) Refer to Note 10, *Stock Plans*, for more information on our equity compensation programs and share repurchase program and Note 14, *Earnings Per Share*, for earnings per share weighted-average share information.

(10) Refer to Note 13, *Income Taxes*, for more information on the change in our income taxes and effective tax rate.

(11) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

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Six Months Ended June 30:

	For the Six Months Ended June 30,		\$ change	% change
	2015	2014		
	(in millions, except per share data)			
Net revenues	\$ 15,423	\$ 17,077	\$ (1,654)	(9.7)%
Operating income	1,652	1,800	(148)	(8.2)%
Net earnings attributable to Mondelēz International	730	785	(55)	(7.0)%
Diluted earnings per share attributable to Mondelēz International	0.44	0.46	(0.02)	(4.3)%

Net Revenues – Net revenues decreased \$1,654 million (9.7%) to \$15,423 million in the first six months of 2015, and Organic Net Revenue (1) increased \$691 million (4.0%) to \$17,768 million. Organic Net Revenue growth was driven entirely by our Power Brands, which grew 6.3%. In addition, emerging markets grew 10.2% and accounted for nearly the entire increase in our Organic Net Revenue. The underlying changes in net revenues and Organic Net Revenue are detailed below:

	2015
Change in net revenues (by percentage point)	
Higher net pricing	6.5pp
Unfavorable volume/mix	(2.5)pp
Total change in Organic Net Revenue (1)	4.0%
Unfavorable currency	(14.1)pp
Impact of accounting calendar change	0.3pp
Impact of acquisition	0.1pp
Total change in net revenues	(9.7)%

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

Organic Net Revenue growth was driven by higher net pricing, partially offset by unfavorable volume/mix. Net pricing was up, which includes the carryover benefit of pricing actions taken in 2014 as well as the effects of input cost-driven pricing actions taken during the first six months of 2015. Higher net pricing was reflected across all segments except North America. Unfavorable volume/mix was largely due to price elasticity as well as strategic decisions to exit certain low-margin product lines. Unfavorable volume/mix was reflected in all segments except North America. Unfavorable currency impacts decreased net revenues by \$2,399 million, due primarily to the strength of the U.S. dollar relative to several currencies, including the euro, Brazilian real, Russian ruble, Venezuelan bolivar, British pound sterling and Ukrainian hryvnya. The North America segment accounting calendar change resulted in a year-over-year increase in net revenues of \$39 million. The February 16, 2015 acquisition of the Enjoy Life Foods snacking business in North America added \$15 million in incremental net revenues for the first six months of 2015.

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Operating Income – Operating income decreased \$148 million (8.2%) to \$1,652 million in the first six months of 2015, Adjusted Operating Income ⁽¹⁾ increased \$127 million (6.0%) to \$2,237 million and Adjusted Operating Income on a constant currency basis ⁽¹⁾ increased \$464 million (22.0%) to \$2,574 million due to the following:

	<u>Operating Income</u> (in millions)	<u>Change</u> (percentage point)
Operating Income for the Six Months Ended June 30, 2014	\$ 1,800	
Spin-Off Costs ⁽²⁾	19	1.1pp
2012-2014 Restructuring Program costs ⁽³⁾	139	7.5pp
2014-2018 Restructuring Program costs ⁽³⁾	10	0.7pp
Integration Program and other acquisition integration costs ⁽⁴⁾	(2)	–
Remeasurement of net monetary assets in Venezuela ⁽⁵⁾	142	9.0pp
Costs associated with the coffee business transactions ⁽⁶⁾	5	0.3pp
Operating income from divestiture ⁽⁷⁾	(3)	(0.2)pp
Adjusted Operating Income ⁽¹⁾ for the Six Months Ended June 30, 2014	\$ 2,110	
Higher net pricing	1,111	52.6pp
Higher input costs	(554)	(26.3)pp
Unfavorable volume/mix	(136)	(6.4)pp
Higher selling, general and administrative expenses	(98)	(4.6)pp
Change in unrealized gains/losses on hedging activities	126	6.0pp
Gain on sale of property in 2014	(7)	(0.3)pp
Impact of accounting calendar change ⁽⁵⁾	19	0.9pp
Other, net	3	0.1pp
Total change in Adjusted Operating Income (constant currency) ⁽¹⁾	464	22.0%
Unfavorable currency—translation	(337)	(16.0)pp
Total change in Adjusted Operating Income ⁽¹⁾	127	6.0%
Adjusted Operating Income ⁽¹⁾ for the Six Months Ended June 30, 2015	\$ 2,237	
2012-2014 Restructuring Program costs ⁽³⁾	3	0.1pp
2014-2018 Restructuring Program costs ⁽³⁾	(406)	(22.5)pp
Integration Program and other acquisition integration costs ⁽⁴⁾	(1)	(0.1)pp
Remeasurement of net monetary assets in Venezuela ⁽⁵⁾	(11)	(0.6)pp
Costs associated with the coffee business transactions ⁽⁶⁾	(185)	(10.3)pp
Operating income from divestiture ⁽⁷⁾	5	0.3pp
Gain on divestiture ⁽⁷⁾	13	0.6pp
Acquisition-related costs ⁽⁸⁾	(2)	(0.1)pp
Rounding	(1)	–
Operating Income for the Six Months Ended June 30, 2015	\$ 1,652	(8.2)%

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

(2) Refer to Note 2 to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on Spin-Off Costs incurred following the Kraft Foods Group, Inc. divestiture.

(3) Refer to Note 6, *Restructuring Programs*, for more information on our 2014-2018 Restructuring Program and our 2012-2014 Restructuring Program.

(4) Refer to Note 7, *Integration Program and Cost Savings Initiatives*, to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on our integration costs in 2014. See Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

(5) Refer to Note 1, *Basis of Presentation*, for more information on the remeasurements of net monetary assets in Venezuela in the current and prior-year periods and the accounting calendar change in the current year.

(6) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the coffee business transactions.

(7) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and *Non-GAAP Financial Measures* appearing later in this section for more information.

(8) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisitions of a biscuit operation in Vietnam and Enjoy Life Foods.

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During the first six months of 2015, higher net pricing outpaced increased input costs. Higher net pricing, including the carryover impact of pricing actions taken in 2014, was reflected across all segments except North America. The increase in input costs was driven by higher raw material costs, in part due to higher currency exchange transaction costs on imported materials, partially offset by lower manufacturing costs. Unfavorable volume/mix was reflected across all categories.

Total selling, general and administrative expenses decreased \$418 million from the first six months of 2014, due to a number of factors noted in the table above, including in part, a favorable currency impact, lower devaluation charges related to our net monetary assets in Venezuela and the absence of 2012-2014 Restructuring Program costs. Items that increased selling, general and administrative expenses included costs incurred for the 2014-2018 Restructuring Program, costs associated with the coffee business transactions and a gain on a sale of property in 2014.

Excluding the factors noted above, selling, general and administrative expenses increased \$98 million from the first six months of 2014. The increase was driven primarily by higher advertising and consumer promotions support, particularly behind our Power Brands, partially offset by lower overhead costs due to continued cost reduction efforts.

The change in unrealized gains / (losses) increased operating income by \$126 million in the first six months of 2015. In the first six months of 2015, the net unrealized gains on primarily commodity hedging activity were \$79 million, as compared to net unrealized losses of \$47 million in the first six months of 2014 related to currency and commodity hedging activity.

Unfavorable currency impacts decreased operating income by \$337 million, due primarily to the strength of the U.S. dollar relative to several currencies, including the euro, Venezuelan bolivar, Brazilian real, British pound sterling and Russian ruble.

Operating income margin increased from 10.5% in the first six months of 2014 to 10.7% in the first six months of 2015. The increase in operating income margin was driven primarily by an increase in our Adjusted Operating Income margin, the absence of 2012-2014 Restructuring Program costs and lower devaluation charges related to our net monetary assets in Venezuela. Items that decreased our operating income margin were costs incurred for the 2014-2018 Restructuring Program and costs associated with the coffee business transactions. Adjusted Operating Income margin increased from 12.4% in the first six months of 2014 to 14.5% in the first six months of 2015. The increase in Adjusted Operating Income margin was driven primarily by improved gross margin driven by productivity efforts and the year-over-year favorable impact of unrealized gains / (losses) on currency and commodity hedging activities and lower overhead costs from continued cost reduction programs.

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Net Earnings and Earnings per Share Attributable to Mondelēz International – Net earnings attributable to Mondelēz International of \$730 million decreased by \$55 million (7.0%) in the first six months of 2015. Diluted EPS attributable to Mondelēz International was \$0.44 in the first six months of 2015, down \$0.02 (4.3%) from the first six months of 2014. Adjusted EPS ⁽¹⁾ was \$0.88 in the first six months of 2015, up \$0.09 (11.4%) from the first six months of 2014. Adjusted EPS on a constant currency basis ⁽¹⁾ was \$1.03 in the first six months of 2015, up \$0.24 (30.4%) from the first six months of 2014.

	<u>Diluted EPS</u>
Diluted EPS Attributable to Mondelēz International for the Six Months Ended June 30, 2014	\$ 0.46
Spin-Off Costs ⁽²⁾	0.01
2012-2014 Restructuring Program costs ⁽³⁾	0.06
2014-2018 Restructuring Program costs ⁽³⁾	–
Integration Program and other acquisition integration costs ⁽⁴⁾	–
Remeasurement of net monetary assets in Venezuela ⁽⁵⁾	0.08
Net earnings from divestiture ⁽⁶⁾	–
Loss on debt extinguishment and related expenses ⁽⁷⁾	0.18
Adjusted EPS ⁽¹⁾ for the Six Months Ended June 30, 2014	\$ 0.79
Increase in operations	0.14
Change in unrealized gains / (losses) on hedging activities	0.05
Impact of accounting calendar change ⁽⁵⁾	0.01
Gain on sale of property in 2014	–
Lower interest and other expense, net ⁽⁸⁾	0.03
Changes in shares outstanding ⁽⁹⁾	0.04
Changes in income taxes ⁽¹⁰⁾	(0.03)
Adjusted EPS (constant currency) ⁽¹⁾ for the Six Months Ended June 30, 2015	\$ 1.03
Unfavorable currency—translation	(0.15)
Adjusted EPS ⁽¹⁾ for the Six Months Ended June 30, 2015	\$ 0.88
2012-2014 Restructuring Program costs ⁽³⁾	–
2014-2018 Restructuring Program costs ⁽³⁾	(0.19)
Integration Program and other acquisition integration costs ⁽⁴⁾	–
Remeasurement of net monetary assets in Venezuela ⁽⁵⁾	(0.01)
Income / (costs) associated with the coffee business transactions ⁽¹¹⁾	0.07
Loss related to interest rate swaps ⁽¹²⁾	(0.01)
Net earnings from divestiture ⁽⁶⁾	(0.02)
Loss on divestiture ⁽⁶⁾	(0.01)
Acquisition-related costs ⁽¹³⁾	–
Loss on debt extinguishment and related expenses ⁽⁷⁾	(0.27)
Diluted EPS Attributable to Mondelēz International for the Six Months Ended June 30, 2015	\$ 0.44

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

(2) Refer to Note 2 to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on Spin-Off Costs incurred following the Kraft Foods Group, Inc. divestiture.

(3) Refer to Note 6, *Restructuring Programs*, for more information on our 2014-2018 Restructuring Program and our 2012-2014 Restructuring Program.

(4) Refer to Note 7, *Integration Program and Cost Savings Initiatives*, to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on our integration costs in 2014. See Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisition of a biscuit operation in Vietnam.

(5) Refer to Note 1, *Basis of Presentation*, for more information on the remeasurements of net monetary assets in Venezuela in the current and prior-year periods and the accounting calendar change in the current year.

(6) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and *Non-GAAP Financial Measures* appearing later in this section for more information.

(7) Refer to Note 7, *Debt*, for more information on our loss on debt extinguishment and related expenses in connection with our debt tender offer in March 2015. Refer to Note 8 to the consolidated financial statements in our Form 10-K for the year ended December 31, 2014 for more information on our loss on debt extinguishment and related expenses in connection with our debt tender offer in February 2014.

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- (8) Excludes the favorable currency impact on interest expense related to our non-U.S. dollar-denominated debt.
- (9) Refer to Note 10, *Stock Plans*, for more information on our equity compensation programs and share repurchase program and Note 14, *Earnings Per Share*, for earnings per share weighted-average share information.
- (10) Refer to Note 13, *Income Taxes*, for more information on the change in our income taxes and effective tax rate.
- (11) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the coffee business transactions. Net gains of \$407 million in 2015 on the currency hedges related to the coffee business transactions were recorded in interest and other expense, net and are included in the income / (costs) associated with the coffee business transactions of \$0.07 in 2015 above.
- (12) Refer to Note 8, *Financial Instruments*, for more information on our interest rate swaps, which we no longer designate as cash flow hedges during the three months ended March 31, 2015 due to a change in financing and hedging plans.
- (13) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2015 acquisitions of a biscuit operation in Vietnam and Enjoy Life Foods.

Latin America

	For the Three Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 1,240	\$ 1,242	\$ (2)	(0.2)%
Segment operating income	134	140	(6)	(4.3)%

	For the Six Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 2,497	\$ 2,598	\$ (101)	(3.9)%
Segment operating income	288	184	104	56.5%

Three Months Ended June 30:

Net revenues decreased \$2 million (0.2%), due to unfavorable currency (19.9 pp) and unfavorable volume/mix (5.9 pp), mostly offset by higher net pricing (25.6 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to most currencies in the region, including the Brazilian real, Venezuelan bolivar, Mexican peso and Argentinean peso. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines and the shift of Easter-related shipments into the first quarter. By category, the unfavorable volume/mix was driven primarily by declines in chocolate, cheese & grocery, refreshment beverages and biscuits, partially offset by gains in gum & candy. Higher net pricing was reflected across all categories. The unfavorable volume/mix was driven primarily by Brazil, while higher net pricing was driven primarily by the higher inflationary countries of Venezuela and Argentina, as well as Brazil.

Segment operating income decreased \$6 million (4.3%), primarily due to higher raw material costs, costs incurred for the 2014-2018 Restructuring Program, unfavorable currency, unfavorable volume/mix, higher other selling, general and administrative expenses and higher advertising and consumer promotion costs. These unfavorable items were partially offset by higher net pricing and lower manufacturing costs.

Six Months Ended June 30:

Net revenues decreased \$101 million (3.9%), due to unfavorable currency (23.2 pp) and unfavorable volume/mix (5.0 pp), partially offset by higher net pricing (24.3 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to most currencies in the region, including the Brazilian real, Venezuelan bolivar, Mexican peso and Argentinean peso. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines. By category, the unfavorable volume/mix was driven primarily by declines in cheese & grocery, refreshment beverages, chocolate and biscuits, partially offset by gains in gum & candy. Higher net pricing was reflected across all categories. Both the unfavorable volume/mix and higher net pricing were driven primarily by the higher inflationary countries of Venezuela and Argentina, as well as Brazil.

Segment operating income increased \$104 million (56.5%), primarily due to higher net pricing, lower remeasurement losses related to our net monetary assets in Venezuela and lower manufacturing costs. These favorable items were partially offset by higher raw material costs, unfavorable currency, costs incurred for the 2014-2018 Restructuring Program, unfavorable volume/mix, higher advertising and consumer promotion costs and higher other selling, general and administrative expenses.

Asia Pacific

	For the Three Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 1,024	\$ 1,084	\$ (60)	(5.5)%
Segment operating income	104	111	(7)	(6.3)%

	For the Six Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 2,177	\$ 2,307	\$ (130)	(5.6)%
Segment operating income	250	299	(49)	(16.4)%

Three Months Ended June 30:

Net revenues decreased \$60 million (5.5%), due to unfavorable currency (8.5 pp) and unfavorable volume/mix (1.6 pp), partially offset by higher net pricing (4.6 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to most currencies in the region, including the Australian dollar, Japanese yen and Indian rupee. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines. By category, unfavorable volume/mix was driven by declines in chocolate, cheese & grocery, candy, refreshment beverages and biscuits. Higher net pricing was reflected across all categories except refreshment beverages.

Segment operating income decreased \$7 million (6.3%), primarily due to costs incurred for the 2014-2018 Restructuring Program, unfavorable currency, higher other selling, general and administrative expenses, higher advertising and consumer promotion costs and higher raw material costs. These unfavorable items were partially offset by higher net pricing and lower manufacturing costs.

Six Months Ended June 30:

Net revenues decreased \$130 million (5.6%), due to unfavorable currency (7.2 pp) and unfavorable volume/mix (2.2 pp), partially offset by higher net pricing (3.8 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to most currencies in the region, including the Australian dollar, Japanese yen and Indian rupee. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines. By category, unfavorable volume/mix was driven by declines in chocolate, cheese & grocery, refreshment beverages, biscuits and candy. Higher net pricing was reflected across all categories except refreshment beverages.

Segment operating income decreased \$49 million (16.4%), primarily due to costs incurred for the 2014-2018 Restructuring Program, higher raw material costs, higher other selling, general and administrative expenses (including a phase-out of a local tax incentive program), unfavorable currency, unfavorable volume/mix and higher advertising and consumer promotion costs. These unfavorable items were partially offset by higher net pricing and lower manufacturing costs.

EEMEA

	For the Three Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 869	\$ 1,008	\$ (139)	(13.8)%
Segment operating income	100	146	(46)	(31.5)%

	For the Six Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 1,564	\$ 1,846	\$ (282)	(15.3)%
Segment operating income	132	210	(78)	(37.1)%

Three Months Ended June 30:

Net revenues decreased \$139 million (13.8%), due to unfavorable currency (20.9 pp) and unfavorable volume/mix (4.5 pp), partially offset by higher net pricing (11.6 pp). Unfavorable currency impacts were due to the strength of the U.S. dollar relative to most currencies in the region, primarily the Russian ruble and Ukrainian hryvnya. Unfavorable volume/mix was driven primarily by declines in chocolate, gum, coffee and refreshment beverages, partially offset by gains in candy. Higher net pricing was reflected across all categories.

Segment operating income decreased \$46 million (31.5%), primarily due to higher raw material costs, unfavorable currency, higher other selling, general and administrative expenses, costs incurred for the 2014-2018 Restructuring Program, costs associated with the coffee business transactions, unfavorable volume/mix and higher advertising and consumer promotion costs. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs and the absence of 2012-2014 Restructuring Program costs.

Six Months Ended June 30:

Net revenues decreased \$282 million (15.3%), due to unfavorable currency (24.2 pp) and unfavorable volume/mix (1.9 pp), partially offset by higher net pricing (10.8 pp). Unfavorable currency impacts were due to the strength of the U.S. dollar relative to most currencies in the region, primarily the Russian ruble and Ukrainian hryvnya. Unfavorable volume/mix was driven primarily by declines in chocolate and gum, partially offset by gains in biscuits, candy and cheese & grocery. Higher net pricing was reflected across most categories, except cheese & grocery and refreshment beverages.

Segment operating income decreased \$78 million (37.1%), primarily due to higher raw material costs, unfavorable currency, higher other selling, general and administrative expenses, higher advertising and consumer promotion costs, costs incurred for the 2014-2018 Restructuring Program and costs associated with the coffee business transactions. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs and the absence of 2012-2014 Restructuring Program costs.

Europe

	For the Three Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 2,815	\$ 3,379	\$ (564)	(16.7)%
Segment operating income	261	463	(202)	(43.6)%

	For the Six Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 5,790	\$ 6,936	\$ (1,146)	(16.5)%
Segment operating income	587	926	(339)	(36.6)%

Three Months Ended June 30:

Net revenues decreased \$564 million (16.7%), due to unfavorable currency (16.9 pp) and unfavorable volume/mix (2.0 pp), partially offset by higher net pricing (2.2 pp). Unfavorable currency impacts primarily reflected the strength of the U.S. dollar against most currencies in the region, including the euro and British pound sterling. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines and the shift of Easter-related shipments into the first quarter. By category, unfavorable volume/mix was primarily driven by declines in chocolate and cheese & grocery, partially offset by gains in biscuits and coffee. Higher net pricing was driven by coffee and chocolate, partially offset by lower net pricing in biscuits.

Segment operating income decreased \$202 million (43.6%), primarily due to costs associated with the coffee business transactions, unfavorable currency, higher raw material costs, costs incurred for the 2014-2018 Restructuring Program, higher advertising and consumer promotion costs and unfavorable volume/mix. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs, the absence of 2012-2014 Restructuring Program costs and lower other selling, general and administrative expenses.

Six Months Ended June 30:

Net revenues decreased \$1,146 million (16.5%), due to unfavorable currency (16.3 pp) and unfavorable volume/mix (3.0 pp), partially offset by higher net pricing (2.8 pp). Unfavorable currency impacts primarily reflected the strength of the U.S. dollar against most currencies in the region, including the euro and British pound sterling. Unfavorable volume/mix was largely due to the impact of pricing-related elasticity as well as strategic decisions to exit certain low-margin product lines. By category, unfavorable volume/mix was driven by declines in chocolate, cheese & grocery, coffee and gum, partially offset by gains in biscuits and candy. Higher net pricing was driven by coffee and chocolate, partially offset by lower net pricing in biscuits and gum & candy.

Segment operating income decreased \$339 million (36.6%), primarily due to unfavorable currency, higher raw material costs, costs incurred for the 2014-2018 Restructuring Program, costs associated with the coffee business transactions, and unfavorable volume/mix. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs, the absence of 2012-2014 Restructuring Program costs and lower other selling, general and administrative expenses (net of the unfavorable year-over-year impact from the 2014 gain on a sale of property in the United Kingdom).

North America

	For the Three Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 1,713	\$ 1,723	\$ (10)	(0.6)%
Segment operating income	261	269	(8)	(3.0)%

	For the Six Months Ended June 30,		<u>\$ change</u>	<u>% change</u>
	<u>2015</u>	<u>2014</u> (in millions)		
Net revenues	\$ 3,395	\$ 3,390	\$ 5	0.1%
Segment operating income	542	472	70	14.8%

Three Months Ended June 30:

Net revenues decreased \$10 million (0.6%), due to unfavorable currency (1.5 pp) and lower net pricing (0.2 pp), partially offset by the impact of an acquisition (0.6 pp) and favorable volume/mix (0.5 pp). Unfavorable currency impact was due to the strength of the U.S. dollar relative to the Canadian dollar. Lower net pricing was reflected in candy and biscuits, partially offset by higher net pricing in gum. The acquisition of the Enjoy Life Foods snacking business in February 2015 added net revenues of \$10 million. By category, the favorable volume/mix was driven by gains in candy and biscuits, partially offset by declines in gum and chocolate.

Segment operating income decreased \$8 million (3.0%), primarily due to costs incurred for the 2014-2018 Restructuring Program, higher advertising and consumer promotion costs, unfavorable currency and higher raw material costs. These unfavorable items were partially offset by lower other selling, general and administrative expenses, the absence of 2012-2014 Restructuring Program costs and lower manufacturing costs.

Six Months Ended June 30:

Net revenues increased \$5 million (0.1%), due to an accounting calendar change (1.1 pp), an acquisition (0.5 pp) and favorable volume/mix (0.1 pp), partially offset by unfavorable currency (1.5 pp) and lower net pricing (0.1 pp). The change in North America's accounting calendar added net revenues of \$39 million. The acquisition of the Enjoy Life Foods snacking business in February 2015 added net revenues of \$15 million. By category, the favorable volume/mix was driven by gains in candy and biscuits, partially offset by declines in gum and chocolate. Unfavorable currency impact was due to the strength of the U.S. dollar relative to the Canadian dollar. Lower net pricing was reflected in candy and biscuits, partially offset by higher net pricing in gum and chocolate.

Segment operating income increased \$70 million (14.8%), primarily due to lower other selling, general and administrative expenses, the absence of 2012-2014 Restructuring Program costs, lower manufacturing costs, and the impact of an accounting calendar change. These favorable items were partially offset by costs incurred for the 2014-2018 Restructuring Program, higher advertising and consumer promotion costs, unfavorable volume/mix and unfavorable currency.

Liquidity and Capital Resources

We believe that cash from operations, our \$4.5 billion revolving credit facility and our authorized long-term financing will provide sufficient liquidity for our working capital needs, planned capital expenditures, future contractual obligations, share repurchases and payment of our anticipated quarterly dividends. We continue to utilize our commercial paper program, international credit lines and long-term debt issuances for regular funding requirements. We also use intercompany loans with our international subsidiaries to improve financial flexibility. Overall, we do not expect any negative effects to our funding sources that would have a material effect on our liquidity, including the indefinite reinvestment of our earnings outside of the United States. In Venezuela, we consider all undistributed earnings to be indefinitely reinvested and access to cash of \$388 million in Venezuela to be limited due to the uncertain economic and political environment. We do not expect this limitation to have a material adverse effect on our liquidity. Refer to Note 1, *Basis of Presentation — Currency Translation and Highly Inflationary Accounting*, for additional information.

Net Cash Provided by Operating Activities:

Net cash provided by operating activities was \$571 million in the first six months of 2015 and \$368 million in the first six months of 2014. Cash flows from operating activities were favorably impacted primarily by significant tax payments in the prior year related to the \$2.6 billion Starbucks arbitration award we received in late 2013, partially offset by higher expenditures related to our pension and postretirement obligations.

Net Cash Provided by / Used in Investing Activities:

Net cash provided by investing activities was \$583 million in the first six months of 2015 and net cash used in investing activities was \$698 million in the first six months of 2014. The increase in net cash provided by investing activities primarily relates to the cash receipt of \$1.2 billion due to the settlements of currency exchange forward contracts related to our coffee business transactions and \$219 million of proceeds, net of transaction costs, from the divestiture of AGF, partially offset by \$81 million of payments to acquire the Enjoy Life Foods snacking business in 2015 and \$66 million of higher capital expenditures in 2015.

Capital expenditures were \$790 million in the six months ended June 30, 2015 and \$724 million in the six months ended June 30, 2014. Capital expenditures were made primarily to modernize manufacturing facilities and support new product and productivity initiatives. We expect 2015 capital expenditures to be up to \$1.8 billion, including capital expenditures required for investments in systems and the 2014-2018 Restructuring Program. We expect to continue to fund these expenditures from operations.

Net Cash Used in Financing Activities:

Net cash used in financing activities was \$297 million in the first six months of 2015 and \$173 million in the first six months of 2014. The increase in net cash used in financing activities was primarily due to higher repayments of debt in 2015 (including the tender offer, euro notes maturity and short-dated commercial paper net borrowings) as well as \$1.4 billion of higher share repurchases, partially offset by higher proceeds received from short-term borrowings and long-term note issuances.

Debt:

From time to time we refinance long-term and short-term debt. Refer to Note 7, *Debt*, for details of our tender offer and debt issuances during the first quarter of 2015. The nature and amount of our long-term and short-term debt and the proportionate amount of each varies as a result of current and expected business requirements, market conditions and other factors. Generally, in the first and second quarters of the year, our working capital requirements grow, increasing the need for short-term financing. The third and fourth quarters of the year typically generate higher cash flows. As such, we may issue commercial paper or secure other forms of financing throughout the year to meet short-term working capital needs.

In February 2014, our Board of Directors approved a \$5 billion long-term financing authority. As of June 30, 2015, we had \$1.4 billion of long-term financing authority remaining. In July 2015, our Board of Directors approved a new \$5 billion long-term financing authority to replace the remaining authority.

In the next 12 months, \$1,750 million of long-term debt will mature in February 2016. We expect to fund these repayments with cash from operations and the issuance of commercial paper or additional debt.

Our total debt was \$19.3 billion at June 30, 2015 and \$16.7 billion at December 31, 2014. Our debt-to-capitalization ratio was 0.44 at June 30, 2015 and 0.38 at December 31, 2014. At June 30, 2015, the weighted-average term of our outstanding long-term debt was 8.5 years. Our average daily commercial borrowings were \$3.1 billion for the six months ended June 30, 2015 and \$2.1 billion for the six months ended June 30, 2014. We expect to continue to comply with our long-term debt covenants. Refer to Note 7, *Debt*, for more information on our debt and debt covenants.

Commodity Trends

We regularly monitor worldwide supply, commodity cost and currency trends so we can cost-effectively secure ingredients, packaging and fuel required for production. During the six months ended June 30, 2015, the primary drivers of the increase in our aggregate commodity costs were increased costs for coffee beans, cocoa, packaging, nuts, energy, grains and oils and higher currency-related costs on our commodity purchases, partially offset by lower costs for dairy and sugar.

A number of external factors such as weather conditions, commodity market conditions, currency fluctuations and the effects of governmental agricultural or other programs affect the cost and availability of raw materials and agricultural materials used in our products. We address higher commodity costs and currency impacts primarily through hedging, higher pricing and manufacturing and overhead cost control. We use hedging techniques to limit the impact of fluctuations in the cost of our principal raw materials; however, we may not be able to fully hedge against commodity cost changes, and our hedging strategies may not protect us from increases in specific raw material costs. Due to competitive or market conditions, planned trade or promotional incentives, fluctuations in currency exchange rates or other factors, our pricing actions may also lag commodity cost changes temporarily.

We expect price volatility and a slightly higher aggregate cost environment to continue in 2015. While the costs of our principal raw materials fluctuate, we believe there will continue to be an adequate supply of the raw materials we use and that they will generally remain available from numerous sources.

Off-Balance Sheet Arrangements and Aggregate Contractual Obligations

See Note 7, *Debt*, for information on debt transactions during the first six months of 2015, including the June 11, 2015 repayment of €400 million of matured euro notes, the March 30, 2015 issuance of fr.675 million of Swiss franc notes, the March 20, 2015 repayment of €850 million of matured euro notes, the March 20, 2015 completion of a cash tender offer and retirement of \$2.5 billion of long-term U.S. dollar debt and the March 6, 2015 issuance of €2.0 billion of euro notes and £450 million of British pound sterling notes. There were no other material changes to our off-balance sheet arrangements and aggregate contractual obligations disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014. We also do not expect a material change in the effect these arrangements and obligations will have on our liquidity. See Note 11, *Commitments and Contingencies*, for a discussion of guarantees.

Equity and Dividends

Stock Plans and Share Repurchases:

See Note 10, *Stock Plans*, for more information on our stock plans, grant activity and share repurchase program for the six months ended June 30, 2015.

We intend to continue to use a portion of our cash for share repurchases. On July 29, 2015, our Finance Committee, with authorization delegated from our Board of Directors, approved an increase of \$6.0 billion in the share repurchase plan, raising the authorization to \$13.7 billion of Common Stock repurchases, and extended the program through December 31, 2018. We have repurchased \$6.8 billion of shares (\$2.2 billion in the first six months of 2015, \$1.9 billion in 2014 and \$2.7 billion in 2013) through June 30, 2015. The number of shares that we ultimately repurchase under our share repurchase program may vary depending on numerous factors, including share price and other market conditions, our ongoing capital allocation planning, levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic or business conditions and board and management discretion. Additionally, our share repurchase activity during any particular period may fluctuate. We may accelerate, suspend, delay or discontinue our share repurchase program at any time, without notice.

Dividends:

We paid dividends of \$495 million in the first six months of 2015 and \$476 million in the first six months of 2014. On July 23, 2015, our Board of Directors approved a 13% increase in the quarterly dividend to \$0.17 per common share or \$0.68 per common share on an annual basis. The declaration of dividends is subject to the discretion of our Board of Directors and depends on various factors, including our net earnings, financial condition, cash requirements, future prospects and other factors that our Board of Directors deems relevant to its analysis and decision making.

Significant Accounting Estimates

We prepare our condensed consolidated financial statements in accordance with U.S. GAAP. The preparation of these financial statements requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from those estimates and assumptions. Our significant accounting policies are described in Note 1 to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2014. Our significant accounting estimates are described in our *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our Annual Report on Form 10-K for the year ended December 31, 2014. See Note 1, *Basis of Presentation*, for a discussion of the impact of new accounting standards. There were no changes in our accounting policies in the current period that had a material impact on our financial statements.

New Accounting Guidance

See Note 1, *Basis of Presentation*, for a discussion of new accounting guidance.

Contingencies

See Note 11, *Commitments and Contingencies*, and Part II, Item 1. *Legal Proceedings* for a discussion of contingencies.

Forward-Looking Statements

This report contains a number of forward-looking statements. Words, and variations of words, such as “will,” “may,” “expect,” “would,” “intend,” “plan,” “believe,” “estimate,” “anticipate,” “seek,” “achieve,” “potential” and similar expressions are intended to identify our forward-looking statements, including but not limited to statements about: our future performance, including our future revenue growth, margins and earnings per share; price volatility and pricing actions; the cost environment and measures to address increased costs; the costs of, timing of expenditures under and completion of our restructuring program; growth in our categories; commodity prices and supply; economic conditions; currency exchange rates, controls and restrictions; our operations in Venezuela; the effect of entering into the coffee business transactions and the consideration we receive and gain we recognize on the divestiture; completion of our biscuit operation acquisition; legal matters; changes in laws and regulations; the estimated value of goodwill and intangible assets; impairment of goodwill and intangible assets and our projections of operating results and other factors that may affect our impairment testing; our accounting estimates and judgments; remediation efforts related to income tax controls; pension contributions; taxes; our liquidity, funding sources and uses of funding; reinvestment of earnings; our risk management program, including the use of financial instruments for hedging activities; capital expenditures and funding; share repurchases; dividends; compliance with financial and long-term debt covenants; debt repayment and funding; and our contractual obligations.

These forward-looking statements involve risks and uncertainties, many of which are beyond our control. Important factors that could cause actual results to differ materially from those in our forward-looking statements include, but are not limited to, risks from operating globally and in emerging markets; changes in currency exchange rates, controls and restrictions; continued volatility of commodity and other input costs; weakness in economic conditions; weakness in consumer spending; pricing actions; unanticipated disruptions to our business; competition; acquisitions and divestitures, the restructuring program and our other transformation initiatives not yielding the anticipated benefits; changes in the assumptions on which the restructuring program is based; protection of our reputation and brand image; management of our workforce; consolidation of retail customers and competition with retailer and other economy brands; changes in our relationships with suppliers or customers; legal, regulatory, tax or benefit law changes, claims or actions; strategic transactions; our ability to innovate and differentiate our products; significant changes in valuation factors that may adversely affect our impairment testing of goodwill and intangible assets; perceived or actual product quality issues or product recalls; failure to maintain effective internal control over financial reporting; volatility of capital or other markets; pension costs; use of information technology; our ability to protect our intellectual property and intangible assets; a shift in our pre-tax income among jurisdictions, including the United States; and tax law changes. For additional information on these and other factors that could affect our forward-looking statements, see our risk factors, as they may be amended from time to time, set forth in our filings with the SEC, including our most recently filed Annual Report on Form 10-K. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this report except as required by applicable law or regulation.

Non-GAAP Financial Measures

We use non-GAAP financial information and believe it is useful to investors as it provides additional information to facilitate comparisons of historical operating results, identify trends in our underlying operating results and provide additional transparency on how we evaluate our business. We use certain non-GAAP financial measures to budget, make operating and strategic decisions and evaluate our performance. We disclose non-GAAP financial measures so that you have the same financial data that we use to assist you in making comparisons to our historical operating results and analyzing our underlying performance.

Our primary non-GAAP financial measures reflect how we evaluate our current and prior-year operating results. As new events or circumstances arise, these definitions could change over time.

- “Organic Net Revenue” is defined as net revenues excluding the impacts of acquisitions, divestitures (1), Integration Program costs, accounting calendar changes and currency rate fluctuations. We also evaluate Organic Net Revenue growth from emerging markets and our Power Brands.
 - Our emerging markets include our Latin America and EEMEA regions in their entirety; the Asia Pacific region, excluding Australia, New Zealand and Japan; and the following countries from the Europe region: Poland, Czech Republic, Slovak Republic, Hungary, Bulgaria, Romania, the Baltics and the East Adriatic countries.
 - Our Power Brands include some of our largest global and regional brands such as *Oreo*, *Chips Ahoy!*, *Ritz* and *beVita* biscuits; *Milka*, *Cadbury Dairy Milk* and *Lacta* chocolate; *Trident* gum; *Hall's* candy; *Tang* powdered beverages; and *Jacobs*, *Tassimo* and *Carte Noire* coffee.
 - “Adjusted Operating Income” is defined as operating income excluding the impacts of Spin-Off Costs, pension costs related to the obligations transferred in the Spin-Off, the 2012-2014 Restructuring Program, the 2014-2018 Restructuring Program, the Integration Program and other acquisition integration costs, the remeasurement of net monetary assets in Venezuela, the benefit from the Cadbury acquisition-related indemnification resolution, incremental costs associated with the coffee business transactions, impairment charges related to goodwill and intangible assets, gains or losses on divestitures or acquisitions, divestiture-related costs, acquisition-related costs and the operating results of divestitures (1). We also evaluate growth in our Adjusted Operating Income on a constant currency basis.
 - “Adjusted EPS” is defined as diluted EPS attributable to Mondelez International from continuing operations excluding the impacts of Spin-Off Costs, pension costs related to the obligations transferred in the Spin-Off, the 2012-2014 Restructuring Program, the 2014-2018 Restructuring Program, the Integration Program and other acquisition integration costs, the remeasurement of net monetary assets in Venezuela, the net benefit from the Cadbury acquisition-related indemnification resolution, losses on debt extinguishment and related expenses, the residual tax benefit impact from the resolution of the Starbucks arbitration, hedging gains or losses and incremental costs associated with the coffee business transactions, impairment charges related to goodwill and intangible assets, gains or losses on interest rate swaps no longer designated as accounting cash flow hedges due to changed financing and hedging plans, gains or losses on divestitures or acquisitions, divestiture-related costs, acquisition-related costs and net earnings from divestitures (1), and including an interest expense adjustment related to the Spin-Off transaction. We also evaluate growth in our Adjusted EPS on a constant currency basis.
- (1) Divestitures include businesses under sale agreements for which the company has cleared significant sale-related conditions such that the pending sale is probable as of the end of the reporting period and exits of major product lines under a sale or licensing agreement. In connection with the global coffee business transactions that closed on July 2, 2015, because we are exchanging our coffee interests for similarly-sized coffee interests in JDE (which, following the July 2, 2015 closing, will be approximately 43.5% of our historical and DEMB's combined global coffee businesses), we have not included our historical global coffee business results within reported divestitures in our non-GAAP financial measures and in the related *Management's Discussion and Analysis of Financial Condition and Results of Operations*. We continue to have an ongoing interest in the coffee business. Beginning in the third quarter of 2015, we will include the after-tax earnings of JDE and of our historical coffee business results within continuing results of operations. For Adjusted EPS, we will include these earnings in equity method investment earnings and remove our historical coffee business results from Organic Net Revenues and Adjusted Operating Income to facilitate comparisons of past and future coffee operating results.

We believe that the presentation of these non-GAAP financial measures, when considered together with our U.S. GAAP financial measures and the reconciliations to the corresponding U.S. GAAP financial measures, provides you with a more complete understanding of the factors and trends affecting our business than could be obtained absent these disclosures. Because non-GAAP financial measures may vary among other companies, the non-GAAP financial measures presented in this report may not be comparable to similarly titled measures used by other companies. Our use of these non-GAAP

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financial measures is not meant to be considered in isolation or as a substitute for any U.S. GAAP financial measure. A limitation of these non-GAAP financial measures is they exclude items detailed below that have an impact on our U.S. GAAP reported results. The best way this limitation can be addressed is by evaluating our non-GAAP financial measures in combination with our U.S. GAAP reported results and carefully evaluating the following tables that reconcile U.S. GAAP reported figures to the non-GAAP financial measures in this Form 10-Q.

Organic Net Revenue

Applying the definition of “Organic Net Revenue”, the adjustments made to “net revenues” (the most comparable U.S. GAAP financial measure) were to exclude the impact of currency, an acquisition and an accounting calendar change. We believe that Organic Net Revenue better reflects the underlying growth from the ongoing activities of our business and provides improved comparability of results. We also evaluate our Organic Net Revenue growth from emerging markets and Power Brands and these underlying measures are also reconciled to U.S. GAAP below.

	For the Three Months Ended June 30, 2015			For the Three Months Ended June 30, 2014		
	Emerging Markets	Developed Markets	Total	Emerging Markets	Developed Markets	Total
	(in millions)			(in millions)		
Organic Net Revenue	\$ 3,583	\$ 5,216	\$ 8,799	\$ 3,266	\$ 5,170	\$ 8,436
Impact of currency	(544)	(604)	(1,148)	–	–	–
Impact of acquisition	–	10	10	–	–	–
Net revenues	\$ 3,039	\$ 4,622	\$ 7,661	\$ 3,266	\$ 5,170	\$ 8,436

	For the Three Months Ended June 30, 2015			For the Three Months Ended June 30, 2014		
	Power Brands	Non-Power Brands	Total	Power Brands	Non-Power Brands	Total
	(in millions)			(in millions)		
Organic Net Revenue	\$ 6,003	\$ 2,796	\$ 8,799	\$ 5,630	\$ 2,806	\$ 8,436
Impact of currency	(769)	(379)	(1,148)	–	–	–
Impact of acquisition	–	10	10	–	–	–
Net revenues	\$ 5,234	\$ 2,427	\$ 7,661	\$ 5,630	\$ 2,806	\$ 8,436

	For the Six Months Ended June 30, 2015			For the Six Months Ended June 30, 2014		
	Emerging Markets	Developed Markets	Total	Emerging Markets	Developed Markets	Total
	(in millions)			(in millions)		
Organic Net Revenue	\$ 7,228	\$ 10,540	\$ 17,768	\$ 6,557	\$ 10,520	\$ 17,077
Impact of currency	(1,216)	(1,183)	(2,399)	–	–	–
Impact of acquisition	–	15	15	–	–	–
Impact of accounting calendar change	–	39	39	–	–	–
Net revenues	\$ 6,012	\$ 9,411	\$ 15,423	\$ 6,557	\$ 10,520	\$ 17,077

	For the Six Months Ended June 30, 2015			For the Six Months Ended June 30, 2014		
	Power Brands	Non-Power Brands	Total	Power Brands	Non-Power Brands	Total
	(in millions)			(in millions)		
Organic Net Revenue	\$ 12,248	\$ 5,520	\$ 17,768	\$ 11,525	\$ 5,552	\$ 17,077
Impact of currency	(1,639)	(760)	(2,399)	–	–	–
Impact of acquisition	–	15	15	–	–	–
Impact of accounting calendar change	30	9	39	–	–	–
Net revenues	\$ 10,639	\$ 4,784	\$ 15,423	\$ 11,525	\$ 5,552	\$ 17,077

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Adjusted Operating Income

Applying the definition of “Adjusted Operating Income”, the adjustments made to “operating income” (the most comparable U.S. GAAP financial measure) were to exclude Spin-Off Costs, 2012-2014 Restructuring Program costs, 2014-2018 Restructuring Program costs, the Integration Program and other acquisition integration costs, the remeasurement of net monetary assets in Venezuela, incremental costs associated with the coffee business transactions, operating income from a divestiture, a gain on a divestiture and acquisition-related costs. We also evaluate Adjusted Operating Income on a constant currency basis. We believe these measures provide improved comparability of operating results.

	For the Three Months Ended June 30,		\$ Change	% Change
	2015	2014		
	(in millions)			
Adjusted Operating Income (constant currency)	\$ 1,319	\$ 1,057	\$ 262	24.8%
Impact of unfavorable currency	(154)	–	(154)	
Adjusted Operating Income	\$ 1,165	\$ 1,057	\$ 108	10.2%
Spin-Off Costs	–	(16)	16	
2012-2014 Restructuring Program costs	1	(73)	74	
2014-2018 Restructuring Program costs	(182)	(10)	(172)	
Integration Program and other acquisition integration costs	(1)	1	(2)	
Costs associated with the coffee business transactions	(157)	(5)	(152)	
Operating income from divestiture (1)	5	3	2	
Gain on divestiture (1)	13	–	13	
Acquisition-related costs	(1)	–	(1)	
Rounding	(2)	–	(2)	
Operating income	\$ 841	\$ 957	\$ (116)	(12.1)%

	For the Six Months Ended June 30,		\$ Change	% Change
	2015	2014		
	(in millions)			
Adjusted Operating Income (constant currency)	\$ 2,574	\$ 2,110	\$ 464	22.0%
Impact of unfavorable currency	(337)	–	(337)	
Adjusted Operating Income	\$ 2,237	\$ 2,110	\$ 127	6.0%
Spin-Off Costs	–	(19)	19	
2012-2014 Restructuring Program costs	3	(139)	142	
2014-2018 Restructuring Program costs	(406)	(10)	(396)	
Integration Program and other acquisition integration costs	(1)	2	(3)	
Remeasurement of net monetary assets in Venezuela	(11)	(142)	131	
Costs associated with the coffee business transactions	(185)	(5)	(180)	
Operating income from divestiture (1)	5	3	2	
Gain on divestiture (1)	13	–	13	
Acquisition-related costs	(2)	–	(2)	
Rounding	(1)	–	(1)	
Operating income	\$ 1,652	\$ 1,800	\$ (148)	(8.2)%

(1) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and an after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and our non-GAAP definitions appearing earlier in this section for more information.

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Adjusted EPS

Applying the definition of “Adjusted EPS”, the adjustments made to “diluted EPS attributable to Mondelēz International” (the most comparable U.S. GAAP financial measure) were to exclude Spin-Off Costs, 2012-2014 Restructuring Program costs, 2014-2018 Restructuring Program costs, the Integration Program and other acquisition integration costs, losses on debt extinguishment and related expenses, the remeasurement of net monetary assets in Venezuela, hedging gains and incremental costs associated with the coffee business transactions, losses on interest rate swaps no longer designated as accounting cash flow hedges due to changed financing and hedging plans, net earnings from a divestiture, an after-tax loss on a divestiture and acquisition-related costs. We also evaluate Adjusted EPS on a constant currency basis. We believe Adjusted EPS provides improved comparability of operating results.

	For the Three Months Ended June 30,		\$ Change	% Change
	2015	2014		
Adjusted EPS (constant currency)	\$ 0.55	\$ 0.40	\$ 0.15	37.5%
Impact of unfavorable currency	(0.08)	–	(0.08)	
Adjusted EPS	\$ 0.47	\$ 0.40	\$ 0.07	17.5%
Spin-Off Costs	–	(0.01)	0.01	
2012-2014 Restructuring Program costs	–	(0.03)	0.03	
2014-2018 Restructuring Program costs	(0.08)	–	(0.08)	
Integration Program and other acquisition integration costs	–	–	–	
Tax benefit related to remeasurement of net monetary assets in Venezuela	–	0.01	(0.01)	
Income / (costs) associated with the coffee business transactions	(0.13)	(0.01)	(0.12)	
Net earnings from divestiture (1)	–	–	–	
Loss on divestiture (1)	(0.01)	–	(0.01)	
Acquisition-related costs	–	–	–	
Diluted EPS attributable to Mondelēz International	\$ 0.25	\$ 0.36	\$ (0.11)	(30.6)%

	For the Six Months Ended June 30,		\$ Change	% Change
	2015	2014		
Adjusted EPS (constant currency)	\$ 1.03	\$ 0.79	\$ 0.24	30.4%
Impact of unfavorable currency	(0.15)	–	(0.15)	
Adjusted EPS	\$ 0.88	\$ 0.79	\$ 0.09	11.4%
Spin-Off Costs	–	(0.01)	0.01	
2012-2014 Restructuring Program costs	–	(0.06)	0.06	
2014-2018 Restructuring Program costs	(0.19)	–	(0.19)	
Integration Program and other acquisition integration costs	–	–	–	
Loss on debt extinguishment and related expenses	(0.27)	(0.18)	(0.09)	
Remeasurement of net monetary assets in Venezuela	(0.01)	(0.08)	0.07	
Income / (costs) associated with the coffee business transactions	0.07	–	0.07	
Loss related to interest rate swaps	(0.01)	–	(0.01)	
Net earnings from divestiture (1)	–	–	–	
Loss on divestiture (1)	(0.01)	–	(0.01)	
Acquisition-related costs	(0.02)	–	(0.02)	
Diluted EPS attributable to Mondelēz International	\$ 0.44	\$ 0.46	\$ (0.02)	(4.3)%

(1) Includes the divestiture of AGF and does not include the global coffee business divestiture. The divestiture of AGF generated a pre-tax gain of \$13 million and an after-tax loss of \$9 million. Refer to Note 2, *Divestitures and Acquisitions*, and our non-GAAP definitions appearing earlier in this section for more information.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

As we operate globally, we are primarily exposed to currency exchange rate, commodity price and interest rate market risks. We monitor and manage these exposures as part of our overall risk management program. Our risk management program focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results. We principally utilize derivative instruments to reduce significant, unanticipated earnings fluctuations that may arise from volatility in currency exchange rates, commodity prices and interest rates. For additional information on our derivative activity and the types of derivative instruments we use to hedge our currency exchange, commodity price and interest rate exposures, see Note 8, *Financial Instruments*.

Many of our non-U.S. subsidiaries operate in functional currencies other than the U.S. dollar. Fluctuations in currency exchange rates create volatility in our reported results as we translate the balance sheets, operating results and cash flows of these subsidiaries into the U.S. dollar for consolidated reporting purposes. The translation of non-U.S. dollar denominated balance sheets and statements of earnings of our subsidiaries into the U.S. dollar for consolidated reporting generally results in a cumulative translation adjustment to other comprehensive income within equity. A stronger U.S. dollar relative to other functional currencies adversely affects our consolidated earnings and net assets while a weaker U.S. dollar benefits our consolidated earnings and net assets. While we hedge significant forecasted currency exchange transactions as well as certain net assets of non-U.S. operations and other currency impacts, we cannot fully predict or eliminate volatility arising from changes in currency exchange rates on our consolidated financial results. See *Consolidated Results of Operations* and *Results of Operations by Reportable Segment* under *Discussion and Analysis of Historical Results* for currency exchange effects on our financial results during the six months ended June 30, 2015. For additional information on the impact of currency policies, currency risks and the remeasurement of our Venezuelan net monetary assets on our financial condition and results of operations, also see Note 1, *Basis of Presentation—Currency Translation and Highly Inflationary Accounting*.

We also continually monitor the market for commodities that we use in our products. Input costs may fluctuate widely due to international demand, weather conditions, government policy and regulation and unforeseen conditions. To manage the input cost volatility, we enter into forward purchase agreements and other derivative financial instruments. We also pursue productivity and cost saving measures and take pricing actions when necessary to mitigate the impact of higher input costs on earnings.

We regularly evaluate our variable and fixed-rate debt as well as current and expected interest rates in the markets in which we raise capital. Our primary exposures include movements in U.S. Treasury rates, corporate credit spreads, London Interbank Offered Rates, Euro Interbank Offered Rate and commercial paper rates. We periodically use interest rate swaps and forward interest rate contracts to achieve a desired proportion of variable versus fixed rate debt based on current and projected market conditions. In addition to using interest rate derivatives to manage future interest payments, during the first quarter of 2015, we also retired \$2.5 billion of our long-term debt and issued \$3.5 billion of lower borrowing cost debt. Our weighted-average interest rate on our total debt as of June 30, 2015 was 3.1%, down from 4.3% as of December 31, 2014.

There were no significant changes in the types of derivative instruments we use to hedge our exposures between December 31, 2014 and June 30, 2015. For additional information on our hedging strategies, policies and practices on an ongoing basis, also refer to our Annual Report on Form 10-K for the year ended December 31, 2014.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and such information is accumulated and communicated to our management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), as appropriate to allow timely decisions regarding required disclosure. Management, together with our CEO and CFO, evaluated the effectiveness of the Company’s disclosure controls and procedures as of June 30, 2015. Based on this evaluation, the CEO and CFO concluded that, due to a continued material weakness in our internal control over financial reporting related to the accounting for income taxes, our disclosure controls and procedures were not effective as of June 30, 2015. As a result of this material weakness, prior to filing this Quarterly Report on Form 10-Q, we have enhanced our processes to include additional substantive procedures related to our disclosure controls, including validating the completeness and accuracy of the underlying data used for accounting for income taxes.

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These additional procedures have allowed us to conclude that, notwithstanding the material weakness in our internal control over financial reporting related to the accounting for income taxes, the consolidated financial statements included in this report fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with GAAP.

Status of Remediation

To date, we have made substantial progress toward remediating the accounting for income tax material weakness including:

- revising and formalizing numerous income tax review processes,
- redesigning and implementing a new, more robust internal control set related to income tax accounting,
- defining and clearly communicating roles and responsibilities for income tax accounting to local and regional personnel,
- implementing industry-standard technology tools utilized in the accounting for income taxes,
- conducting extensive training on the accounting and control processes involving income tax accounting, and
- hiring additional personnel with specific tax accounting expertise.

While we made significant improvement in the internal controls through June 30, 2015, including completing the hiring of new regional and corporate tax accounting personnel, we continue to evaluate the effectiveness of our new internal controls to confirm that a sustainable, controlled process is fully in place. As we utilized outside tax advisors and resources to execute many of the new processes and controls earlier in the remediation process, we have put in place processes to help ensure that sufficient knowledge transfer has occurred and that relevant personnel and processes have been in operation for a sustained period of time.

We and our Board of Directors are committed to maintaining a strong and sustainable internal control environment. We believe that the remediation work completed to date has significantly improved our internal control over the accounting for income taxes. We believe it is important to confirm that the new processes and controls that we put in place as part of the remediation are fully operational for a sufficient period of time in order to provide the Company with adequate assurance of a sustainable and reliable control environment related to income tax accounting.

Changes in Internal Control Over Financial Reporting

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended June 30, 2015. As outlined above, during the quarter we added controls to remediate the material weakness related to our accounting for income taxes.

During the quarter, we also worked with outsourced partners to further simplify and standardize processes and focus on scalable, transactional processes. We transitioned some of our Europe and North America region and corporate accounting functions to an outsourced partner. We also transitioned our North America region sales order-to-cash transactional processing to another outsourced partner. Per our service agreements, the controls previously established around these accounting functions will be maintained by our outsourced partners. We added additional governance controls to review the outsourced work for proper performance of these functions and controls.

There were no other changes in our internal control over financial reporting during the quarter ended June 30, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION**Item 1. Legal Proceedings.**

Information regarding legal proceedings is available in Note 11, *Commitments and Contingencies*, to the condensed consolidated financial statements in this report.

Item 1A. Risk Factors.

There were no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Our stock repurchase activity for each of the three months in the quarter ended June 30, 2015 included:

Period	Issuer Purchases of Equity Securities			
	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (2)(3)
April 1-30, 2015	10,784	\$ 36.58	—	\$ 1,568,780,004
May 1-31, 2015	8,384,007	39.75	8,381,850	1,235,603,676
June 1-30, 2015	8,179,924	40.59	8,176,040	903,777,653
For the Quarter Ended June 30, 2015	<u>16,574,715</u>	40.16	<u>16,557,890</u>	

- (1) The total number of shares purchased includes: (i) shares purchased pursuant to the repurchase program described in (2) below; and (ii) shares tendered to us by employees who used shares to exercise options and to pay the related taxes for grants of restricted and deferred stock that vested, totaling 10,784 shares, 2,157 shares and 3,884 shares for the fiscal months of April, May and June 2015, respectively.
- (2) Our Board of Directors authorized the repurchase of \$13.7 billion of our Common Stock through December 31, 2018. Specifically, on March 12, 2013, our Board of Directors authorized the repurchase of up to the lesser of 40 million shares or \$1.2 billion of our Common Stock through March 12, 2016. On August 6, 2013, our Audit Committee, with authorization delegated from our Board of Directors, increased the repurchase program capacity to \$6.0 billion of Common Stock repurchases and extended the expiration date to December 31, 2016. On December 3, 2013, our Board of Directors approved an increase of \$1.7 billion to the program related to a new accelerated share repurchase program, which concluded in May 2014. On July 29, 2015, our Finance Committee, with authorization delegated from our Board of Directors, approved a \$6.0 billion increase that raised the repurchase program capacity to \$13.7 billion and extended the program through December 31, 2018. See Note 10, *Stock Plans*, for additional information.
- (3) As of June 30, 2015, the approximate dollar value of shares that may yet be purchased under the share repurchase program was \$0.9 billion. Subsequently on July 29, 2015, this authorization was increased by \$6.0 billion.

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Item 6. Exhibits.

Exhibit Number	Description
10.1	\$500,000,000 Revolving Credit Agreement, by and among the Registrant, the initial lenders named therein, JPMorgan Chase Bank, N.A. and HSBC Bank USA, National Association, as Administrative Agents, and JPMorgan Chase Bank, N.A., as Paying Agent, with J.P. Morgan Securities LLC and HSBC Securities (USA) Inc., as Lead Arrangers and Bookrunners, dated as of June 11, 2015.
10.2	Settlement Agreement, between the Registrant and Kraft Foods Group, Inc., dated June 22, 2015.
10.3	Amendment Agreement to Global Contribution Agreement by and among Mondelēz International Holdings LLC, Acorn Holdings B.V., Jacobs Douwe Egberts B.V. (formerly Charger Top HoldCo B.V.) and Jacobs Douwe Egberts International B.V. (formerly Charger OpCo B.V.), dated July 28, 2015. *
10.4	Amendment Agreement to Shareholders' Agreement by and among Delta Charger HoldCo B.V., Mondelez Coffee HoldCo B.V. and Jacobs Douwe Egberts B.V. (formerly Charger Top HoldCo B.V.), dated July 28, 2015. *
12.1	Computation of Ratios of Earnings to Fixed Charges.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
32.1	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.1	The following materials from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 are formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Earnings, (ii) the Condensed Consolidated Statements of Comprehensive Earnings, (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Equity, (v) the Condensed Consolidated Statements of Cash Flows and (vi) Notes to Condensed Consolidated Financial Statements.

* Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and have been separately filed with the SEC.

Signature

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ BRIAN T. GLADDEN

Brian T. Gladden
Executive Vice President and
Chief Financial Officer

July 31, 2015

U.S. \$500,000,000
REVOLVING CREDIT AGREEMENT

Dated as of June 11, 2015

Among

MONDELÉZ INTERNATIONAL, INC.

and

THE INITIAL LENDERS NAMED HEREIN

and

JPMORGAN CHASE BANK, N.A. and
HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agents

and

JPMORGAN CHASE BANK, N.A.,
as Paying Agent

J.P. MORGAN SECURITIES LLC and
HSBC SECURITIES (USA) INC.,
as Lead Arrangers and Bookrunners

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REVOLVING CREDIT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of June 11, 2015, among MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (“Mondelēz”); the BANKS, FINANCIAL INSTITUTIONS and OTHER INSTITUTIONAL LENDERS listed on the signature pages hereof (the “Initial Lenders”); JPMORGAN CHASE BANK, N.A. (“JPMorgan”) and HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agents (each, in such capacity, an “Administrative Agent”); and JPMORGAN CHASE BANK, N.A., as paying agent (in such capacity, the “Paying Agent”) for the Lenders (as hereinafter defined).

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” means the Administrative Agent responsible for performing the functions of the Administrative Agent under this Agreement, which shall be the Paying Agent, and unless the context otherwise requires, all singular references to “the Administrative Agent” in this Agreement shall be deemed to refer to the Paying Agent.

“Administrative Agent Account” means (a) the account of the Administrative Agent, maintained by the Administrative Agent, at its office at JPMorgan Chase Bank, N.A., JPMorgan Loan Services, Loan & Agency, 500 Stanton Christiana Road, Op2, Floor 3, Newark, DE, 19713-2107, United States. Attention: Amanda Collins, amanda.collins@jpmorgan.com, 302-634-4733 (facsimile), or (b) such other account of the Administrative Agent as is designated in writing from time to time by the Administrative Agent to Mondelēz and the Lenders for such purpose.

“Advance” means a Pro Rata Advance or a Competitive Bid Advance.

“Agents” means each Administrative Agent, the Paying Agent and each Bookrunner.

“Anti-Corruption Laws” means all laws, rules, and regulations of the United States from time to time concerning or relating to bribery or corruption and the UK Bribery Act.

“Applicable Facility Fee Rate” means, for any date, a percentage per annum equal to the percentage set forth below determined by reference to the higher of (i) the rating of Mondelēz’s long-term senior unsecured Debt from Standard & Poor’s (or, if there shall be no outstanding rated long-term senior unsecured Debt of Mondelēz, the long-term company, issuer or similar rating established by Standard & Poor’s for Mondelēz) and (ii) the rating of Mondelēz’s long-term senior unsecured Debt from Moody’s (or, if there shall be no outstanding rated long-term senior unsecured Debt of Mondelēz, the long-term company, issuer or similar rating established by Moody’s for Mondelēz), in each case on such date:

<u>Rating</u>	<u>Applicable Facility Fee Rate</u>
A or higher by Standard & Poor’s	
A2 or higher by Moody’s	0.070%
A- by Standard & Poor’s	
A3 by Moody’s	0.085%
BBB+ by Standard & Poor’s	
Baa1 by Moody’s	0.100%
BBB by Standard & Poor’s	
Baa2 by Moody’s	0.125%
Lower than BBB by Standard & Poor’s	
Lower than Baa2 by Moody’s	0.200%

provided that if on any date of determination (x) a rating is available on such date from only one of Standard & Poor's and Moody's but not the other, the Applicable Facility Fee Rate shall be determined by reference to the then available rating; (y) no rating is available from either of Standard & Poor's or Moody's, the Applicable Facility Fee Rate shall be determined by reference to the rating of any other nationally recognized statistical rating organization designated by Mondelēz and approved in writing by the Required Lenders and (z) no rating is available from any of Standard & Poor's, Moody's or any other nationally recognized statistical rating organization designated by Mondelēz and approved in writing by the Required Lenders, the Applicable Facility Fee Rate shall be 0.200%.

“Applicable Interest Rate Margin” means (a) as to any Base Rate Advance, the applicable rate per annum set forth below under the caption “Base Rate Spread” and (b) as to any LIBO Rate Advance, the applicable rate per annum set forth below under the caption “LIBO Rate Spread”, determined by reference to the higher of (i) the rating of Mondelēz's long-term senior unsecured Debt from Standard & Poor's (or, if there shall be no outstanding rated long-term senior unsecured Debt of Mondelēz, the long-term company, issuer or similar rating established by Standard & Poor's for Mondelēz) and (ii) the rating of Mondelēz's long-term senior unsecured Debt from Moody's (or, if there shall be no outstanding rated long-term senior unsecured Debt of Mondelēz, the long-term company, issuer or similar rating established by Moody's for Mondelēz), in each case on such date:

<u>Rating</u>	<u>Base Rate Spread</u>	<u>LIBO Rate Spread</u>
A or higher by Standard & Poor's		
A2 or higher by Moody's	0.000%	0.805%
A- by Standard & Poor's		
A3 by Moody's	0.000%	0.915%
BBB+ by Standard & Poor's		
Baa1 by Moody's	0.025%	1.025%
BBB by Standard & Poor's		
Baa2 by Moody's	0.125%	1.125%
Lower than BBB by Standard & Poor's		
Lower than Baa2 by Moody's	0.300%	1.300%

provided that if on any date of determination (x) a rating is available on such date from only one of Standard & Poor's and Moody's but not the other, the Applicable Interest Rate Margin shall be determined by reference to the then available rating; (y) no rating is available from either of Standard & Poor's or Moody's, the Applicable Interest Rate Margin shall be determined by reference to the rating of any other nationally recognized statistical rating organization designated by Mondelēz and approved in writing by the Required Lenders and (z) no rating is available from any of Standard & Poor's, Moody's or any other nationally recognized statistical rating organization designated by Mondelēz and approved in writing by the Required Lenders, the Applicable Interest Rate Margin shall be 0.300% as to any Base Rate Advance and 1.300% as to any LIBO Rate Advance.

“Applicable Lending Office” means, with respect to each Lender, such Lender's Domestic Lending Office in the case of a Pro Rata Advance and, in the case of a Competitive Bid Advance, the office of such Lender notified by such Lender to the Administrative Agent as its Applicable Lending Office with respect to such Competitive Bid Advance.

“Assignment and Acceptance” means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent in substantially the form of Exhibit C hereto.

“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:

- (i) 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;
- (ii) 1/2 of one percent per annum above the Federal Funds Effective Rate; and
- (iii) the LIBO Rate for Dollars for a one month Interest Period appearing on Reuters Screen LIBOR01 on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1% per annum.

“Base Rate Advance” means a Pro Rata Advance 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).

“Bookrunners” means J.P. Morgan Securities LLC and HSBC Securities (USA) Inc.

“Borrowers” means, collectively, Mondelēz and each Designated Subsidiary that shall become a party to this Agreement pursuant to Section 9.08.

“Borrowing” means a Pro Rata Borrowing or a Competitive Bid Borrowing.

“Business Day” means a day of the year on which banks are not required or authorized by law to close in New York City and, if the applicable Business Day relates to any LIBO Rate Advances or Floating Rate Bid Advances, on which dealings are carried on in the London interbank market and banks are open for business in London.

“Commission” means the United States Securities and Exchange Commission.

“Commitment” means as to any Lender (i) the Dollar amount set forth opposite such Lender’s name on Schedule I hereto, or (ii) if such Lender has entered into an Assignment and Acceptance, the Dollar amount set forth for such Lender in the Register maintained by the Administrative Agent, pursuant to Section 9.07(d), in each case as such amount may be reduced pursuant to Section 2.10.

“Competitive Bid Advance” means an advance by a 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 from each of the 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 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.

“Consolidated Tangible Assets” means the total assets appearing on a consolidated balance sheet of Mondelēz 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 of one Type into Pro Rata Advances of the other Type pursuant to Section 2.06, 2.08 or 2.13.

“Debt” means (i) 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, (ii) obligations as lessee under leases that, in accordance with accounting principles generally accepted in the United States, are recorded as capital leases, and (iii) 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 (i) or (ii) 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 Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Advances within three Business Days of the date required to be funded by it hereunder, (b) notified any Borrower, the Administrative Agent 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, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Advances, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent’s receipt of such confirmation in form and substance satisfactory to the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender 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, for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of (i) 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 or (ii) in the case of a solvent Lender or parent company thereof, as the case may be, the precautionary appointment of an administrator, guardian, custodian or other similar official by a Governmental Authority under or based on the law of the country where such Person is subject to home jurisdiction supervision if applicable law requires that such appointment not be publicly disclosed in any such case, where such action does not result in or provide such Lender with immunity from the jurisdiction of the courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Designated Subsidiary” means any wholly-owned Subsidiary of Mondelēz designated for borrowing privileges under this Agreement pursuant to Section 9.08.

“Designation Agreement” means, with respect to any Designated Subsidiary, an agreement in the form of Exhibit D hereto signed by such Designated Subsidiary and Mondelēz.

“Dollars” and the “\$” sign each means lawful currency of the United States of America.

“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 Mondelēz and the Administrative Agent.

“Effective Date” has the meaning specified in Section 3.01.

“Eligible Assignee” means (i) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$5,000,000,000; (ii) 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 \$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; (iii) the central bank of any country which is a member of the OECD; (iv) 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 \$3,000,000,000; (v) an insurance company organized under the laws of the United States, or any State thereof, and having total assets in excess of \$5,000,000,000; (vi) any Lender; (vii) an affiliate of any Lender; and (viii) any other bank, commercial finance company, insurance company or other Person approved in writing by Mondelēz (such approval not to be unreasonably withheld, delayed or conditioned), which approval shall be notified to the Administrative Agent; provided, that none of Mondelēz or its Subsidiaries, a Defaulting Lender or a natural person 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 any Borrower’s controlled group, or under common control with any Borrower, within the meaning of Section 414 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 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 any Borrower or any of their ERISA Affiliates triggering an accelerated funding obligation under Section 4062(e) of ERISA; (e) 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 any Borrower or any of their ERISA Affiliates for failure to make a required payment to a Plan are satisfied; or (f) 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 of, or the appointment of a trustee to administer, a Plan.

“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 Mondelēz 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 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 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.

“Facility Fee” has the meaning specified in Section 2.09(a).

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as of the date hereof (including any amended or successor version thereof that is substantively comparable), any Treasury regulations or other official administrative interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the 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 the Bankruptcy Reform Act of 1978, as amended from time to time.

“Federal Funds Effective Rate” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if

such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“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 the LIBO Rate 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, any state thereof or the District of Columbia.

“GAAP” has the meaning specified in Section 1.03.

“Governmental Authority” means any nation or government and any state or other political subdivision thereof, and 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 supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

“Guaranty” has the meaning specified in Section 8.01.

“Historical Screen Rate” means, in relation to any LIBO Rate Advance or Floating Rate Bid Advance, the most recent applicable Screen Rate for Dollars for a period equal in length to the Interest Period of that Advance and which is as of a day which is no more than two (2) Business Days before the start of the applicable Interest Period.

“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 Mondelēz 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.

“Interest Period” means, for each LIBO Rate Advance comprising part of the same Pro Rata Borrowing and each Floating Rate Bid Advance comprising part of the same Competitive Bid Borrowing, the period commencing on the date of such LIBO Rate Advance or Floating Rate Bid Advance or the date of Conversion of any Base Rate Advance into such LIBO

Rate Advance and ending on the last day of the period selected by the Borrower requesting such Borrowing pursuant to the provisions below. The duration of each such Interest Period shall be one (or less than one month if available to all Lenders), two, three or six months or, if available to all Lenders, twelve months, as such Borrower may select upon notice received by the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day 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 Termination 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 Rate” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the relevant Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Screen Rate (for the longest period for which the applicable Screen Rate is available for Dollars) that is shorter than the applicable Interest Period and (b) the applicable Screen Rate (for the shortest period for which the applicable Screen Rate is available for Dollars) that exceeds the applicable Interest Period.

“Interpolated Historical Screen Rate” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the relevant Historical Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Historical Screen Rate (for the longest period for which the applicable Historical Screen Rate is available for Dollars) that is shorter than the applicable Interest Period and (b) the applicable Historical Screen Rate (for the shortest period for which the applicable Historical Screen Rate is available for Dollars) that exceeds the applicable Interest Period.

“Lead Arrangers” means J.P. Morgan Securities LLC and HSBC Securities (USA) Inc.

“Lenders” means the Initial Lenders and their respective successors and permitted assignees.

“LIBO Rate” means, with respect to any LIBO Rate Advance or Floating Rate Bid Advance for any Interest Period, an interest rate per annum equal to either:

- (a) the Screen Rate as of 11:00 a.m. (London time) two Business Days before the first day of such Interest Period; or
- (b) if the Screen Rate shall not be available at the applicable time for the applicable Interest Period, then the LIBO Rate for such Interest Period shall be the Interpolated Rate as of 11:00 a.m. (London time) two Business Days before the first day of such Interest Period; or
- (c) if the Interpolated Rate shall not be available at the applicable time for the applicable Interest Period, then the LIBO Rate for such Interest Period shall be the Historical Screen Rate; or
- (d) if the Historical Screen Rate shall not be available at the applicable time for the applicable Interest Period, then the LIBO Rate for such Interest Period shall be the Interpolated Historical Screen Rate;

provided that in no event shall the LIBO Rate be less than 0% for the purposes of this Agreement.

“LIBO Rate Advance” means a Pro Rata Advance that bears interest as provided in Section 2.04(a)(ii).

“Lien” has the meaning specified in Section 5.02(a).

“Major Subsidiary” means any Subsidiary of Mondelēz (a) more than 50% of the voting securities of which is owned directly or indirectly by Mondelēz, (b) which is organized and existing under, or has its principal place of business in, the United States or any political subdivision thereof, Canada or any political subdivision thereof, any country which is a member of the European Union on the date hereof or any political subdivision thereof, or Switzerland, Norway or Australia or any of their respective political subdivisions, and (c) which has at any time total assets (after intercompany eliminations) exceeding \$1,000,000,000.

“Margin Stock” means margin stock, as defined in Regulation U.

“Minimum Shareholders’ Equity” means Total Shareholders’ Equity of not less than \$24,600,000,000.

“Mondelēz” has the meaning specified in the preamble.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which 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 any Borrower or any ERISA Affiliate and at least one Person other than such Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which such Borrower or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

“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 or a Competitive Bid Note.

“Notice of Competitive Bid Borrowing” has the meaning specified in Section 2.07(b).

“Notice of Pro Rata Borrowing” has the meaning specified in Section 2.02(a).

“Obligations” has the meaning specified in Section 8.01.

“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).

“Participant Register” has the meaning specified in Section 9.07(e).

“Patriot Act” has the meaning specified in Section 9.14.

“Paying Agent” has the meaning specified in the preamble.

“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.

“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 or a LIBO Rate Advance (each of which shall be a “Type” of Pro Rata Advance).

“Pro Rata Borrowing” means a borrowing consisting of simultaneous Pro Rata Advances of the same Type made by each of the Lenders pursuant to Section 2.01.

“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.

“Register” has the meaning specified in Section 9.07(d).

“Regulation A” means Regulation A of the Board, as in effect from time to time.

“Regulation U” means Regulation U of the Board, as in effect from time to time.

“Required Lenders” means at any time Lenders having Pro Rata Advances representing more than 50% of the aggregate outstanding Pro Rata Advances at such time, or, if no Pro Rata Advances are then outstanding, Lenders having Commitments representing more than 50% of the aggregate Commitments at such time.

“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 or the U.S. Department of State, or any Person controlled by any such Person.

“Screen Rate” means the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars for a period equal in length to such Interest Period as displayed on page LIBOR01 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion.

“Single Employer Plan” means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Borrower or any ERISA Affiliate and no Person other than such Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which such Borrower or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

“Standard & Poor’s” means Standard & Poor’s Ratings Group, a division of McGraw Hill Financial, Inc.

“Subsidiary” of any Person means any Person of which (or in which) more than 50% of the outstanding capital stock having voting power to elect a majority of the Board of Directors 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.

“Taxes” has the meaning specified in Section 2.15(a).

“Termination Date” means the earlier of July 31, 2015, and the date of termination in whole of the Commitments pursuant to Section 2.10 or 6.02.

“Total Shareholders’ Equity” means total shareholders’ equity, as reflected on the consolidated balance sheet of Mondelez and its Subsidiaries (excluding (a) accumulated other comprehensive income or losses, (b) the cumulative effects of any changes in accounting principles, including in connection with any adoption of “mark-to-market” accounting in respect of pension and other retirement plans of Mondelez and its Subsidiaries, and (c) if “mark-to-market” accounting in respect of such pension and other retirement plans is so adopted, any income or losses recognized in connection with the ongoing application thereof).

SECTION 1.02 Computation of Time Periods. 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.”

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 financial statements of Mondelez as of and for the year ended December 31, 2014, 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%.

ARTICLE II

Amounts and Terms of the Advances

SECTION 2.01 The Pro Rata Advances.

(a) Obligation To Make Pro Rata Advances. Each Lender severally agrees, on the terms and conditions hereinafter set forth, to make Pro Rata Advances to any Borrower in Dollars from time to time on any Business Day during the period from the Effective Date until

the Termination Date in an aggregate amount not to exceed at any time outstanding such Lender's Commitment; provided, however, that the aggregate amount of the Commitments of the Lenders shall be deemed used from time to time to the extent of the aggregate amount of the Competitive Bid Advances then outstanding and such deemed use of the aggregate amount of the Commitments shall be allocated among the Lenders ratably according to their respective Commitments (such deemed use of the aggregate amount of the Commitments being a "Competitive Bid Reduction").

(b) Amount of Pro Rata Borrowings. Each Pro Rata Borrowing shall be in an aggregate amount of no less than \$50,000,000 or an integral multiple of \$1,000,000 in excess thereof.

(c) Type of Pro Rata Advances. Each Pro Rata Borrowing shall consist of Pro Rata Advances of the same Type made on the same day by the Lenders ratably according to their respective Commitments. Within the limits of each Lender's Commitment and subject to this Section 2.01, any Borrower may borrow under this Section 2.01, prepay pursuant to Section 2.11 or repay pursuant to Section 2.03 and reborrow under this Section 2.01.

SECTION 2.02 Making the Pro Rata Advances.

(a) Notice of Pro Rata Borrowing. Each Pro Rata Borrowing shall be made on notice, given not later than (x) 11:00 a.m. (New York City time) on the third Business Day prior to the date of the proposed Pro Rata Borrowing in the case of a Pro Rata Borrowing consisting of LIBO Rate Advances, or (y) 9:00 a.m. (New York City time) on the Business Day of the proposed Pro Rata Borrowing in the case of a Pro Rata Borrowing consisting of Base Rate Advances, by the Borrower to the Administrative Agent, which shall give to each Lender prompt notice thereof by telecopier. Each such notice of a Pro Rata Borrowing (a "Notice of Pro Rata Borrowing") shall be by telephone, confirmed immediately in writing, by registered mail, email or telecopier in substantially the form of Exhibit B-1 hereto, specifying therein the requested:

(i) date of such Pro Rata Borrowing,

(ii) Type of Advances comprising such Pro Rata Borrowing,

(iii) aggregate amount of such Pro Rata Borrowing, and

(iv) in the case of a Pro Rata Borrowing consisting of LIBO Rate Advances, the initial Interest Period for each such Pro Rata Advance.

Notwithstanding anything herein to the contrary, no Borrower may select LIBO Rate Advances for any Pro Rata Borrowing if the obligation of the Lenders to make LIBO Rate Advances shall then be suspended pursuant to Section 2.06(b), 2.08(c) or 2.13.

(b) Funding Pro Rata Advances. Each Lender shall, before 11:00 a.m. (New York City time) on the date of such Pro Rata Borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at the Administrative Agent Account, in same day funds, such Lender's ratable portion of such Pro Rata 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.

(c) Irrevocable Notice. Each Notice of Pro Rata Borrowing of any Borrower shall be irrevocable and binding on such Borrower. In the case of any Pro Rata Borrowing that the related Notice of Pro Rata Borrowing specifies is to be comprised of LIBO Rate Advances, the Borrower requesting such Pro Rata 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 Pro Rata Borrowing for such Pro Rata 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 Pro Rata Advance to be made by such Lender as part of such Pro Rata Borrowing when such Pro Rata 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. (New York City time) on the day of any Pro Rata Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Pro Rata Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Pro Rata Borrowing in accordance with Section 2.02(b) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower proposing such Pro Rata 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 higher of (A) the interest rate applicable at the time to Pro Rata Advances comprising such Pro Rata Borrowing and (B) the cost of funds incurred by the Administrative Agent, in respect of such amount, and

(ii) in the case of such Lender, the Federal Funds Effective Rate.

If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Pro Rata Advance as part of such Pro Rata Borrowing for purposes of this Agreement.

(e) Independent Lender Obligations. The failure of any Lender to make the Pro Rata Advance to be made by it as part of any Pro Rata Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Pro Rata Advance on the date of such Pro Rata Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Pro Rata Advance to be made by such other Lender on the date of any Pro Rata Borrowing.

SECTION 2.03 Repayment of Pro Rata Advances. Each Borrower shall repay to the Administrative Agent for the ratable account of each Lender on the Termination Date applicable to such Lender the unpaid principal amount of the Pro Rata Advances of such Lender then outstanding.

SECTION 2.04 Interest on Pro Rata Advances.

(a) Scheduled Interest. Each Borrower shall pay interest on the unpaid principal amount of each Pro Rata Advance owing by such Borrower to each Lender from the date of such Pro Rata 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 Pro Rata Advance is a Base Rate Advance, a rate per annum equal at all times to the sum of (1) the Base Rate in effect from time to time plus (2) 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 either prior to or on the Termination Date.

(ii) LIBO Rate Advances. During such periods as such Pro Rata Advance is a LIBO Rate Advance, a rate per annum equal at all times during each Interest Period for such Pro Rata Advance to the sum of (x) the LIBO Rate for such Interest Period for such Pro Rata Advance plus (y) 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 either prior to or on the Termination Date.

(b) Default Interest. If any principal of or interest on any Pro Rata 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 on the dates referred to in Section 2.04(a)(i) or Section 2.04(a)(ii), as applicable, at a rate per annum equal at all times to (i) in the case of overdue principal of any Pro Rata Advance, 1% per annum above the rate per annum otherwise required to be paid on such Pro Rata Advance as provided in Section 2.04(a) or (ii) in the case of any other amount, 1% per annum plus the rate applicable to Base Rate Advances as provided in Section 2.04(a)(i).

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 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 for 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 Mondelēz through the Administrative Agent.

SECTION 2.06 Conversion of Pro Rata Advances.

(a) Conversion upon Absence of Interest Period. If any Borrower (or Mondelēz on behalf of any other Borrower) shall fail to select the duration of any Interest Period for any LIBO Rate Advances in accordance with the provisions contained in the definition of the term "Interest Period," the Administrative Agent will forthwith so notify such Borrower and the Lenders and such Advances will automatically, on the last day of the then existing Interest Period therefor, Convert into Base Rate Advances.

(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 the Required Lenders may elect that (i) each LIBO Rate Advance be, on the last day of the then existing Interest Period therefor, Converted into Base Rate Advances and (ii) the obligation of the Lenders to make, or to Convert Advances into LIBO Rate Advances be suspended.

(c) Voluntary Conversion. Subject to the provisions of Sections 2.06(b), 2.08(c) and 2.13, any Borrower may Convert all of its Pro Rata Advances of one Type constituting the same Pro Rata Borrowing into Advances of the other Type on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day prior to the date of the proposed Conversion; provided, however, that the Conversion of a LIBO Rate Advance into a Base Rate Advance may be made on, and only on, the last day of an Interest Period for such LIBO Rate Advance. Each such notice of a Conversion shall, within the restrictions specified above, specify

- (i) the date of such Conversion;
- (ii) the Pro Rata Advances to be Converted; and
- (iii) if such Conversion is into LIBO Rate Advances, the duration of the Interest Period for each such Pro Rata Advance.

SECTION 2.07 The Competitive Bid Advances.

(a) Competitive Bid Advances' Impact on Commitments. Each Lender severally agrees that any Borrower may make Competitive Bid Borrowings under this Section 2.07 from time to time on any Business Day during the period from the Effective Date until the Termination Date in the manner set forth below; provided that, following the making of each Competitive Bid Borrowing, the aggregate amount of the Advances then outstanding shall not exceed the aggregate amount of the Commitments of the Lenders. As provided in Section 2.01, the aggregate amount of the Commitments of the Lenders shall be deemed used from time to time to the extent of the aggregate amount of the Competitive Bid Advances then outstanding, and such deemed use of the aggregate amount of the Commitments shall be applied to the Lenders ratably according to their respective Commitments; provided, however, that any Lender's Competitive Bid Advances shall not otherwise reduce that Lender's obligation to lend its pro rata share of the remaining available 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 telecopier, 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) date of such proposed Competitive Bid Borrowing;
- (ii) aggregate amount of such proposed Competitive Bid Borrowing;
- (iii) interest rate basis and day count convention to be offered by the 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, 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 Termination Date);
- (v) interest payment date or dates relating thereto; location of such Borrower's account to which funds are to be advanced; and
- (vi) 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. (New York City 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, or (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. Each Notice of Competitive Bid Borrowing shall be irrevocable and binding on such Borrower. The Administrative Agent shall in turn promptly notify each 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 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. (New York City 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, and (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; provided that, if the Administrative Agent in its capacity as a 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 Lender to the Administrative Agent. In such notice, the 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 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 Lender shall elect not to make such an offer, such Lender shall so notify the Administrative Agent before 9:30 a.m. (New York City time) on the date on which notice of such election is to be given to the Administrative Agent by the other 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 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 noon (New York City 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 and (B) before 12:00 noon (New York City 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, 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 Lender or 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 Lender, for such Competitive Bid Advance pursuant to Section 2.07(c) to be made by each Lender as part of such Competitive Bid Borrowing) and reject any remaining offers made by 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 Lender or Lenders to make Competitive Bid Advances in order of the lowest to the highest rates of interest offered by such Lenders. If two or more Lenders have offered the same interest rate, the amount to be borrowed at such interest rate will be allocated among such Lenders in proportion to the maximum amount that each such 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 Section 2.07(d), the Administrative Agent shall give prompt notice thereof to the 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 Lender or Lenders pursuant to Section 2.07(d)(ii), the Administrative Agent shall in turn promptly notify:

(i) each Lender that has made an offer as described in Section 2.07(c), whether or not any offer or offers made by such Lender pursuant to Section 2.07(c) have been accepted by such Borrower;

(ii) each 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 Lender as part of such Competitive Bid Borrowing; and

(iii) each 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 to fulfill the applicable conditions set forth in Article III.

When each 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 Lender shall, before 11:00 a.m. (New York City 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, 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 to such Borrower at the location specified by such Borrower in its Notice of Competitive Bid Borrowing. Promptly after each Competitive Bid Borrowing, the Administrative Agent will notify each 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 Lender or Lenders pursuant to Section 2.07(c), such notice of acceptance shall be irrevocable and binding on such Borrower. Such Borrower 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 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 Lender to fund the Competitive Bid Advance to be made by such 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 \$50,000,000 or an integral

multiple of \$1,000,000 in excess thereof and, following the making of each Competitive Bid Borrowing, the aggregate amount of Advances then outstanding shall not exceed the aggregate amount of the Commitments of the 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 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 Borrower shall repay to the Administrative Agent for the account of each Lender that has made a Competitive Bid Advance the then unpaid principal amount of such Competitive Bid Advance. No Borrower shall have any right to prepay any principal amount of any Competitive Bid Advance unless, and then only 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.

SECTION 2.08 LIBO Rate Determination.

(a) Methods to Determine LIBO Rate. The Administrative Agent shall determine the LIBO Rate by using the methods described in the definition of the term "LIBO Rate," and shall give prompt notice to Mondelēz and the applicable Borrowers and Lenders of each such LIBO Rate.

(b) Inability to Determine LIBO Rate. In the event that the LIBO Rate cannot be determined by the methods described in clause (a), (b), (c) or (d) of the definition of "LIBO Rate," then:

(i) the Administrative Agent shall forthwith notify Mondelēz and the Lenders that the interest rate cannot be determined for such LIBO Rate Advance or Floating Rate Bid Advances, as the case may be;

(ii) with respect to each LIBO Rate Advance, such Advance will, on the last day of the then existing Interest Period therefor, be prepaid by the Borrower or be automatically Converted into a Base Rate Advance; and

(iii) the obligation of the Lenders to make LIBO Rate Advances or Floating Rate Bid Advances or to Convert Base Rate Advances into LIBO Rate Advances shall be suspended until the Administrative Agent shall notify Mondelēz and the Lenders that the circumstances causing such suspension no longer exist.

(c) Inadequate LIBO Rate. If, with respect to any LIBO Rate Advances, the Required Lenders notify the Administrative Agent that (i) they are unable to obtain matching deposits in the London interbank market at or about 11:00 a.m. (London time) on the second Business Day before the making of a Borrowing in sufficient amounts to fund their respective LIBO Rate Advances as a part of such Borrowing during the Interest Period therefor or (ii) the LIBO Rate for any Interest Period for such Advances will not adequately reflect the cost to such Required Lenders of making, funding or maintaining their respective LIBO Rate Advances for such Interest Period, the Administrative Agent shall forthwith so notify Mondelēz and the Lenders, whereupon (A) the Borrower of such LIBO Rate Advances will, on the last day of the then existing Interest Period therefor, either (x) prepay such Advances or (y) Convert such Advances into Base Rate Advances and (B) the obligation of the Lenders to make, or to Convert Base Rate Advances into, LIBO Rate Advances shall be suspended until the Administrative Agent shall notify Mondelēz and the 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 Mondelēz 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) Facility Fee. Mondelēz agrees to pay to the Administrative Agent for the account of each Lender a facility fee (the "Facility Fee") on the aggregate amount of such Lender's Commitment (whether drawn or undrawn) from the date hereof in the case of each Initial Lender and from the effective date specified in the Assignment and Acceptance pursuant to which it became a Lender in the case of each other Lender until the Termination Date at the Applicable Facility Fee Rate, in each case payable on the last Business Day of each March, June, September and December until the Termination Date and on the Termination Date.

(b) Other Fees. Mondelēz shall pay to the Administrative Agent for its own account or for the accounts of the Lead Arrangers or Lenders, as applicable, such fees, and at such times, as shall have been separately agreed between Mondelēz and the Administrative Agent or the Lead Arrangers.

SECTION 2.10 Optional Termination or Reduction of Commitments. Mondelēz 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; provided that each partial reduction shall be in the aggregate amount of no less than \$25,000,000 or the remaining balance if less than \$25,000,000; and provided further that the aggregate amount of the Commitments of the Lenders shall not be reduced to an amount that is less than the aggregate principal amount of the Competitive Bid Advances then outstanding.

SECTION 2.11 Optional Prepayments of Pro Rata Advances. Each Borrower may, in the case of any LIBO Rate Advance, upon at least three Business Days' notice to the Administrative Agent or, in the case of any Base Rate Advance, upon notice given to the Administrative Agent not later than 9:00 a.m. (New York City time) on the date of the proposed prepayment, in each case stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given such Borrower shall, prepay the outstanding principal amount of the Pro Rata Advances comprising part of the same Pro Rata 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 (x) each partial prepayment shall be in an aggregate principal amount of no less than \$50,000,000 or the remaining balance if less than \$50,000,000 and (y) in the event of any such prepayment of a LIBO Rate Advance, such 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 central bank or other Governmental Authority (whether or not having the force of law), there shall be any increase in the cost to any Lender of agreeing to make or making, funding or maintaining LIBO Rate Advances or Floating Rate Bid Advances (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) or (ii) taxes referred to in Section 2.15(a)(i), (ii), (iii), (iv) or (v)), then the Borrower of the affected Advances shall within twenty (20) Business Days after receipt by the Borrower of demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost; 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 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 be otherwise disadvantageous to such Lender. A certificate as to the amount of such increased cost, submitted to Mondelēz, such Borrower and the Administrative Agent by such Lender 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 directive (whether or not having the force of law) or the interpretation, application or administration thereof by any central bank or other 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 its parent company allocates capital resources to its Commitments, including its obligations hereunder) and as a result thereof, in the sole opinion of such Lender, the rate of return on such Lender's or its parent company's capital as a consequence of its obligations hereunder is reduced to a level below that which such Lender could have achieved but for such circumstances, but reduced to the extent that Borrowings are outstanding from time to time, then in each such case, upon demand from time to time Mondelēz shall pay to such Lender such additional amount or amounts as shall compensate such Lender for such reduction in rate of return. A certificate of such Lender 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 may use any reasonable averaging and attribution methods. Notwithstanding the foregoing, each Lender 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 will not be otherwise disadvantageous to such Lender 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) 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.

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 or Floating Rate Bid Advances or to fund or maintain LIBO Rate Advances or Floating Rate Bid Advances, (a) each LIBO Rate Advance or Floating Rate Bid Advances, as the case may be, of such Lender 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 the case may be, and (b) the obligation of the Lenders to make LIBO Rate Advances or Floating Rate Bid Advances or to Convert Base Rate Advances into LIBO Rate Advances shall be suspended, in each case, until the Administrative Agent shall notify Mondelēz and the 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 or Floating Rate Bid Advances or to continue to fund or maintain LIBO Rate Advances or 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. Mondelēz and each Borrower shall make each payment hereunder, without set-off or counterclaim, not later than 11:00 a.m. (New York City time) on the day when due to the Administrative Agent at the Administrative Agent Account in same day funds. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal or interest or Facility Fees ratably (other than amounts payable pursuant to Section 2.07, 2.12, 2.15 or 9.04(b)) to the Lenders for the accounts of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender to such Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. 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.

(b) Computation of Interest and Fees. All computations of interest based on the Administrative Agent's prime rate shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be. All computations of interest based on the LIBO Rate or the Federal Funds Effective Rate and of Facility Fees shall be made by the Administrative Agent and all computations of interest pursuant to Section 2.05 shall be made by the applicable Lender, 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 Facility 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 Facility Fees are payable. Each determination by the Administrative Agent (or, in the case of Section 2.05 by a Lender), of an interest rate 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 Facility Fees, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of LIBO 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 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 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 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 at the Federal Funds Effective Rate.

SECTION 2.15 Taxes.

(a) Any and all payments by each Borrower and Mondelēz hereunder or under any Note 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, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Lender or the Administrative Agent (as the case may be) is organized or any political subdivision thereof, (ii) in the case of each Lender, taxes imposed on its net income, and franchise taxes imposed on it, by the jurisdiction of such Lender's Applicable Lending Office or any political subdivision thereof, (iii) in the case of each Lender and the Administrative Agent, taxes imposed on its net income, franchise 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 or a Note) 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 U.S. federal withholding 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 Mondelēz (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments by each Borrower and Mondelēz hereunder or under any Note, other than taxes referred to in this Section 2.15(a)(i), (ii), (iii), (iv) or (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 to any Lender or the Administrative Agent, (i) the sum payable by Mondelēz or the applicable Borrower 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, each Borrower or Mondelēz 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 Section 2.15(a)(i) to (v)) that arise from any payment made hereunder or from the execution, delivery or registration of, performing under, or otherwise with respect to, this Agreement or a Note other than any such taxes imposed by reason of an Assignment and Acceptance (hereinafter referred to as “Other Taxes”).

(c) Each Borrower and Mondelēz 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 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.

(d) As soon as practicable after the date of any payment of Taxes or Other Taxes, each Borrower and Mondelēz 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, Mondelēz and each applicable Borrower with any form or certificate that is required by any U.S. 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 participating Lender granting a participation in accordance with the provisions of Section 9.07(e)), 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 Mondelēz, the 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 Mondelēz, the Administrative Agent or such 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 Mondelēz or such Borrower of its inability to do so. Unless such Borrower, Mondelēz and the Administrative Agent have received forms or other documents from each Lender satisfactory to them indicating that payments hereunder or under any Note 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, such Borrower, Mondelēz or the Administrative Agent shall withhold such Home Jurisdiction U.S. Withholding Taxes from such payments at the applicable statutory rate in the case of payments to or for such Lender and such Borrower or Mondelēz 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 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 provide each of the Administrative Agent, Mondelēz and each applicable Borrower, at the time or times prescribed by law and as reasonably requested by the Administrative Agent, Mondelēz or the applicable Borrower, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Administrative Agent, Mondelēz or the applicable Borrower as may be necessary for the Administrative Agent, Mondelēz or the 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, Mondelēz or the 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 Mondelēz, 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 the applicable Borrower to the extent payment has been made in full by such Borrower pursuant to this Section 2.15.

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 owing to it (other than pursuant to Section 2.12, 2.15 or 9.04(b) or (c)) in excess of its ratable share of payments on account of the Pro Rata Advances obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in the Pro Rata Advances made by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that 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. 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 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 Pro Rata Advance owing to such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder in respect of Pro Rata 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 is required or appropriate in order for such Lender to evidence (whether for purposes of pledge, enforcement or otherwise) the Pro Rata Advances owing to, or to be made by, such Lender, promptly execute and deliver to such Lender a Pro Rata Note payable to such Lender (or its registered assigns) in a principal amount up to the Commitment 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 Type 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 Termination 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 [Reserved]

SECTION 2.19 Use of Proceeds. The proceeds of the Advances shall be available (and each Borrower agrees that it shall use such proceeds) for general corporate purposes of Mondelēz and its Subsidiaries.

SECTION 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply:

(a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.09(a); and

(b) the Commitment and Advances of such Defaulting Lender shall not be included in determining whether the Required 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 requiring the consent of all Lenders or each affected Lender shall require the consent of such Defaulting Lender.

In the event that each of the Administrative Agent and Mondelēz 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 as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Pro Rata Advances in accordance with its pro rata portion of the total Commitments and clauses (a) and (b) above shall cease to apply.

ARTICLE III

Conditions to Effectiveness and Lending

SECTION 3.01 Conditions Precedent to Effectiveness. This Agreement shall become effective on and as of the first date (the "Effective Date") on which the following conditions precedent have been satisfied, or waived in accordance with Section 9.01:

(a) Mondelēz shall have notified each Lender and the Administrative Agent in writing as to the proposed Effective Date.

(b) On the Effective 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 Mondelēz, dated the Effective Date, stating that:

(i) the representations and warranties contained in Section 4.01 are correct on and as of the Effective Date, and

(ii) no event has occurred and is continuing on and as of the Effective Date that constitutes a Default or Event of Default.

(c) The Administrative Agent shall have received on or before the Effective Date the following, each dated such day, in form and substance satisfactory to the Administrative Agent:

(i) Certified copies of the resolutions of the Board of Directors of Mondelēz approving this Agreement, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement.

(ii) A certificate of the Secretary or an Assistant Secretary of Mondelēz certifying the names and true signatures of the officers of Mondelēz authorized to sign this Agreement and the other documents to be delivered hereunder.

(iii) Favorable opinions of (A) Cravath, Swaine & Moore LLP, special New York counsel to Mondelēz, substantially in the form of Exhibit E-1 hereto, (B) Hunton & Williams LLP, special Virginia counsel to Mondelēz, substantially in the form of Exhibit E-2 hereto and (C) internal counsel for Mondelēz, substantially in the form of Exhibit E-3 hereto.

(iv) A certificate of the chief financial officer or treasurer of Mondelēz certifying that as of December 31, 2014, (A) the aggregate amount of Debt, payment of which is secured by any Lien referred to in clause (iii) of Section 5.02(a), does not exceed \$400,000,000, and (B) the aggregate amount of Debt, payment of which is secured by any Lien referred to in clause (iv) of Section 5.02(a), does not exceed \$200,000,000.

(d) This Agreement shall have been executed by Mondelēz, the Administrative Agents and the Paying Agent and the Administrative Agent shall have been notified by each Initial Lender that such Initial Lender has executed this Agreement.

(e) The Agents and the Lenders shall have received payment in full in cash of all reasonable out-of-pocket expenses (including the reasonable fees and out-of-pocket disbursements of Cahill Gordon & Reindel LLP as counsel to the Administrative Agent) incurred by them in connection with the documentation and negotiation of this Agreement on or prior to the Effective Date.

The Administrative Agent shall notify Mondelēz and the Initial Lenders of the date which is the Effective 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 Mondelēz, by notice to the Lenders, designates as the proposed Effective Date, specifying its objection thereto.

SECTION 3.02 Initial Advance to Each Designated Subsidiary. The obligation of each Lender to make an initial Advance to each Designated Subsidiary 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 the date of such initial Advance of each of the following, in form and substance satisfactory to the Administrative Agent and dated such date, and in sufficient copies for each 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.

(c) A certificate signed by a duly authorized officer of the Designated Subsidiary, dated as of the date of such initial Advance, 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) A favorable opinion of counsel (which may be in-house counsel) to such Designated Subsidiary, dated the date of such initial Advance, covering, to the extent customary and appropriate for the relevant jurisdiction, the opinions outlined on Exhibit F 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.

(g) Such other approvals, opinions or documents as any Lender, through the Administrative Agent, may reasonably request.

SECTION 3.03 Conditions Precedent to Each Pro Rata Borrowing. The obligation of each Lender to make a Pro Rata Advance on the occasion of each Pro Rata Borrowing is subject to the conditions precedent that the Effective Date shall have occurred and on the date of such Pro Rata Borrowing the following statements shall be true, and the acceptance by the applicable Borrower of the proceeds of such Pro Rata Borrowing shall be a representation by such Borrower or Mondelēz, as the case may be, 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 on and as of the date of such Pro Rata Borrowing, before and after giving effect to such Pro Rata Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, and, if such Pro Rata Borrowing shall have been requested by a Designated Subsidiary, the representations and warranties of such Designated Subsidiary contained in its Designation Agreement are correct on and as of the date of such Pro Rata Borrowing, before and after giving effect to such Pro Rata 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 Borrower applied together therewith), no event has occurred and is continuing, or would result from such Pro Rata Borrowing, that constitutes a Default or Event of Default.

SECTION 3.04 Conditions Precedent to Each Competitive Bid Borrowing. The obligation of each Lender that is to make a Competitive Bid Advance on the occasion of a Competitive Bid Borrowing is 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 or Mondelēz, as the case may be, that:

(a) the representations and warranties contained in Section 4.01 are correct 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 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) after giving effect to the application of the proceeds of all Borrowings on such date (together with any other resources of the Borrower 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 Mondelēz. Mondelēz represents and warrants as to itself and, as applicable, its Subsidiaries as follows:

(a) Mondelēz 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 and the Notes to be delivered by it are within the corporate powers of Mondelēz, have been duly authorized by all necessary corporate action on the part of Mondelēz and do not contravene (i) the charter or by-laws of Mondelēz or (ii) in any material respect, any law, rule, regulation or order of any court or governmental agency or any contractual restriction binding on or affecting Mondelēz.

(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 Mondelēz of this Agreement or the Notes to be delivered by it.

(d) This Agreement is, and each of the Notes to be delivered by Mondelēz when delivered hereunder will be, a legal, valid and binding obligation of Mondelēz enforceable against Mondelēz 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 Mondelēz's Annual Report on Form 10-K for the year ended December 31, 2014, the consolidated balance sheets of Mondelēz and its Subsidiaries as of December 31, 2014 and the consolidated statements of earnings of Mondelēz and its Subsidiaries for the year then ended fairly present, in all material respects, the consolidated financial position of Mondelēz and its Subsidiaries as at such date and the consolidated results of the operations of Mondelēz 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 Mondelēz's Annual Report on Form 10-K for the year ended December 31, 2014, or in any Quarterly Report on Form 10-Q or Current Report on Form 8-K filed subsequent to December 31, 2014, but prior to the date hereof, since December 31, 2014, there has been no material adverse change in such position or operations.

(f) There is no pending or threatened action or proceeding affecting Mondelēz 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 Mondelēz's Annual Report on Form 10-K for the year ended December 31, 2014, or in any Quarterly Report on Form 10-Q or Current Report on Form 8-K filed subsequent to December 31, 2014, but prior to the date hereof, and, with respect to Proceedings commenced after the date of the most recent such document but prior to the date hereof, a certificate delivered to the Lenders, that may materially adversely affect the financial position or results of operations of Mondelēz and its Subsidiaries taken as a whole.

(g) Mondelēz owns directly or indirectly 100% of the capital stock of each other Borrower.

(h) None of the proceeds of any Advance will be used, directly or indirectly, for any purpose that would result in a violation of Regulation U.

(i) Mondelēz has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by Mondelēz and each of its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with FCPA and other applicable Anti-Corruption Laws and applicable Sanctions. None of (i) Mondelēz or any of its Subsidiaries or (ii) to the knowledge of Mondelēz, any director, officer, employee or agent of Mondelēz or its Subsidiaries, is a Sanctioned Person.

ARTICLE V

Covenants of Mondelēz

SECTION 5.01 Affirmative Covenants. So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, Mondelēz 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 materially adversely affect the financial condition or operations of Mondelēz and its Subsidiaries taken as a whole.

(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 Mondelēz 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 Mondelēz and its Subsidiaries as of the end of such quarter and unaudited interim condensed consolidated statements of earnings of Mondelēz 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 Mondelēz;

(ii) as soon as available and in any event within 15 days after the due date for Mondelēz 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 Mondelēz 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 Mondelēz sends to any of its shareholders, and copies of all reports on Form 8-K (or any successor forms adopted by the Commission) which Mondelēz files with the Commission;

(iv) as soon as possible and in any event within five days after 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 Mondelēz setting forth details of such Event of Default or event and the action which Mondelēz has taken and proposes to take with respect thereto; and

(v) such other information respecting the condition or operations, financial or otherwise, of Mondelēz 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, Mondelēz may make such items available on the Internet at www.mondelezinternational.com (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. Each Advance made to Mondelēz and each Guaranty by Mondelēz of an Advance made to another Borrower hereunder shall at all times constitute senior Debt of Mondelēz ranking equally in right of payment with all existing and future senior Debt of Mondelēz and senior in right of payment to all existing and future subordinated Debt of Mondelēz.

(e) Anti-Corruption Laws and Sanctions. Mondelēz will maintain in effect policies and procedures reasonably designed to ensure that no Borrowing will be made, and no proceeds of any Borrowing will be used, (a) 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, (b) for the purpose of funding payments in violation of other applicable Anti-Corruption Laws, (c) for the purpose of financing the activities of any Sanctioned Person in violation of applicable Anti-Corruption Laws or Sanctions or (d) in any manner that would result in the violation of applicable Sanctions by any party hereto.

SECTION 5.02 Negative Covenants. So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, Mondelēz will not:

(a) Liens, Etc. Create or suffer to exist, or permit any Major Subsidiary to create or suffer to exist, any lien, security interest or other charge or encumbrance (other than operating leases and licensed intellectual property), or any other type of preferential arrangement ("Liens"), upon or with respect to any of its properties, whether now owned or hereafter acquired, or assign, or permit any Major Subsidiary to assign, any right to receive income, in each case 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 it or any Major Subsidiary in the ordinary course of business to secure the purchase price of such property or to secure indebtedness 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 or security interest 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 Mondelēz or any Major Subsidiary;

(vi) Liens securing Debt in an aggregate amount not in excess of 15% of Consolidated Tangible Assets;

(vii) Liens upon or with respect to Margin Stock;

(viii) Liens in favor of Mondelēz or any Major Subsidiary;

(ix) precautionary Liens provided by Mondelēz or any Major Subsidiary in connection with the sale, assignment, transfer or other disposition of assets by Mondelēz or such Major Subsidiary which transaction is determined by the Board of Directors of Mondelēz or such Major Subsidiary to constitute a “sale” under accounting principles generally accepted in the United States; and

(x) 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.

(b) Mergers, Etc. Consolidate with or merge into, or convey or transfer, or permit one or more of its Subsidiaries to convey or transfer, the properties and assets of Mondelēz 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 Mondelēz 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 Mondelēz’s obligations under this Agreement (including without limitation the covenants set forth in Article V) by the execution and delivery of an instrument in form and substance 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 or Mondelēz shall fail to pay any principal of any Advance when the same becomes due and payable; or any Borrower or Mondelēz shall fail to pay interest on any Advance, or Mondelēz 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)); or

(b) Any representation or warranty made or deemed to have been made by any Borrower or Mondelēz herein or by any Borrower or Mondelēz (or any of their respective officers) in connection with this Agreement shall prove to have been incorrect in any material respect when made or deemed to have been made; or

(c) Any Borrower or Mondelēz shall fail to perform or observe (i) any term, covenant or agreement contained in Section 5.01(b) or 5.02(b), (ii) any term, covenant or agreement contained in Section 5.02(a) if such failure shall remain unremedied for 15 days after written notice thereof shall have been given to Mondelēz by the Administrative Agent or any Lender or (iii) any other term, covenant or agreement contained in this 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 Mondelēz by the Administrative Agent or any Lender; or

(d) Any Borrower or Mondelēz 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 \$100,000,000 in the aggregate (but excluding Debt arising under this Agreement) of such Borrower or Mondelēz 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 any Borrower or Mondelēz or any Major Subsidiary which is outstanding in a principal amount of at least \$100,000,000 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 such Borrower, Mondelēz 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; or

(e) Any Borrower or Mondelēz 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 any Borrower or Mondelēz 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 Mondelēz and its Subsidiaries taken as a whole) shall occur; or any Borrower or Mondelēz or any Major Subsidiary shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) Any judgment or order for the payment of money in excess of \$100,000,000 shall be rendered against any Borrower or Mondelēz 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; or

(g) Any Borrower, Mondelēz 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 any Borrower, Mondelēz or any ERISA Affiliate from a Multiemployer Plan; or (iii) the reorganization or termination of a Multiemployer Plan, in each case that would, individually or in the aggregate, materially adversely affect the financial condition or operations of Mondelēz 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 the Borrower, Mondelēz 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); or

(h) So long as any Subsidiary of Mondelēz is a Designated Subsidiary, the Guaranty provided by Mondelēz under Article VIII hereof shall for any reason cease (other than in accordance with the provisions of Article VIII) to be valid and binding on Mondelēz or Mondelēz shall so state in writing.

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 Mondelēz:

(a) declare the obligation of each Lender to make further Advances to be terminated, whereupon the same shall forthwith terminate, and

(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 any Borrower or Mondelēz 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 the Borrowers.

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 as are delegated to the Administrative Agent by the terms hereof, 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, 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 or applicable law. The Administrative Agent agrees to give to each Lender prompt notice of each notice given to it by Mondelēz or any Borrower as required by the terms of this Agreement or at the request of Mondelēz or such Borrower, and any notice provided pursuant to Section 5.01(c)(iv). 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 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 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, except for its or their own gross negligence or willful misconduct. 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 Mondelēz 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 by Mondelēz 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 on the part of Mondelēz or any Borrower or to inspect the property (including the books and records) of Mondelēz or such Borrower other than items or payments expressly required to be delivered or made to the Administrative Agent hereunder;

(e) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and

(f) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telecopier, telegram, telex, 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.

SECTION 7.03 The Administrative Agent and Affiliates. With respect to its Commitment and the Advances made by it, the Administrative Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent; and the term "Lender" or "Lenders" 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, Mondelēz, any Borrower, any of their respective Subsidiaries and any Person who may do business with or own securities of Mondelēz, any 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.

SECTION 7.04 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Paying Agent, any Bookrunner or any 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, the Paying Agent, any Bookrunner or any 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.

SECTION 7.05 Indemnification. The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed by Mondelēz or the Borrowers), ratably according to the respective principal amounts of the Pro Rata Advances then owing to each of them (or if no Pro Rata Advances are at the time outstanding, ratably according to the respective amounts of their Commitments), 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 in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement, in each case, to the extent relating to the Administrative Agent in its capacity as such (collectively, the "Indemnified Costs"), provided that no Lender shall be liable for any portion of the Indemnified Costs resulting from the Administrative Agent's gross negligence or willful misconduct. Without limitation of the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including counsel fees) incurred by the Administrative Agent 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, to the extent that the Administrative Agent is not reimbursed for such expenses by Mondelēz or the 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 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 Mondelēz and may be removed at any time with or without cause 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 Mondelēz 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 Mondelēz 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 \$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 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.

SECTION 7.07 Administrative Agents, Lead Arrangers and Bookrunners. (i) JPMorgan Chase Bank, N.A. and HSBC Bank USA, National Association have been designated as Administrative Agents, (ii) J.P. Morgan Securities LLC and HSBC Securities (USA) Inc. have been designated as Bookrunners and (iii) J.P. Morgan Securities LLC and HSBC Securities (USA) Inc. have been designated as Lead Arrangers under this Agreement, but the use of the aforementioned titles does not impose on any of them any duties or obligations greater than those of any other 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 an amount equivalent to any applicable withholding tax. Without limiting or expanding the provisions of Section 2.15(a) or (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. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any Note against any amount due the Administrative Agent under this Section 7.08. 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 the Agreement and the repayment, satisfaction or discharge of all other Obligations.

ARTICLE VIII

Guaranty

SECTION 8.01 Guaranty. Mondelēz hereby unconditionally and irrevocably guarantees (the undertaking of Mondelēz 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 other Borrower now or hereafter existing under this Agreement, whether for principal, interest, fees, expenses or otherwise (such obligations being the "Obligations"), and any and all expenses (including counsel fees and expenses) incurred by the Administrative Agent or the Lenders in enforcing any rights under the Guaranty.

SECTION 8.02 Guaranty Absolute. Mondelēz guarantees that the 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 or the Lenders with respect thereto. The liability of Mondelēz under this 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 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 Obligations;

(d) any law or regulation of any jurisdiction or any other event affecting any term of a guaranteed Obligation; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, a Borrower or Mondelēz.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of a Borrower or otherwise, all as though such payment had not been made.

SECTION 8.03 Waivers.

(a) Mondelēz hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that the Administrative Agent or any Lender 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 Borrower or any other Person or any collateral.

(b) Mondelēz hereby irrevocably waives any claims or other rights that it may now or hereafter acquire against any Borrower that arise from the existence, payment, performance or enforcement of Mondelēz's obligations under this 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 or any Lender against such Borrower 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 Borrower, 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 Mondelēz in violation of the preceding sentence at any time prior to the later of the cash payment in full of the Obligations and all other amounts payable under this Guaranty and the Termination Date, such amount shall be held in trust for the benefit of the Administrative Agent and the Lenders and shall forthwith be paid to the Administrative Agent to be credited and applied to the Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of this Agreement and this Guaranty, or to be held as collateral for any Obligations or other amounts payable under this Guaranty thereafter arising. Mondelēz acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and this 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. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until payment in full of the Obligations (including any and all Obligations which remain outstanding after the Termination Date) and all other amounts payable under this Guaranty, (b) be binding upon Mondelēz, its successors and assigns, and (c) inure to the benefit of and be enforceable by the Lenders, the Administrative Agent and their respective successors, transferees and assigns.

ARTICLE IX

Miscellaneous

SECTION 9.01 Amendments, Etc.. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Borrower or Mondelēz therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and Mondelēz, 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 and Mondelēz, do any of the following: (a) waive any of the conditions specified in Sections 3.01, 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 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 any fees or other amounts payable hereunder, (e) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Pro Rata Advances, or the number of Lenders, that shall be required for the Lenders or any of them to take any action hereunder, (f) release Mondelēz 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 or (h) 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 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.

SECTION 9.02 Notices, Etc.

(a) Addresses. All notices and other communications provided for hereunder shall be in writing (including telecopier communication) and mailed, telecopied, or delivered (or in the case of any Notice of Borrowing or Notice of Competitive Bid Borrowing, emailed), as follows:

if to Mondelēz or any other Borrower:

c/o Mondelēz International, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Executive Vice President and
Chief Financial Officer

with copies to:

c/o Mondelēz International, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Treasurer
Fax number: (570) 235-3001;

and

c/o Mondelēz International, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Assistant Treasurer
Fax number: (847) 943-4903;

if to Mondelēz, as guarantor:

Mondelēz International, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Vice President and Corporate Secretary
Fax number: (570) 235-3005;

if to any Initial Lender, at its Domestic Lending Office specified opposite its name on Schedule II hereto;

if to any other Lender, at its Domestic Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender;

if to the Administrative Agent:

c/o JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Joanne Lin
Email: joanne.lin@jpmorgan.com

with a copy to:

JPMorgan Loan Services
Loan & Agency
500 Stanton Christiana Road, Ops2, Floor 3
Newark, DE 19713-2107
Attention: Amanda Collins
Email: amanda.collins@jpmorgan.com
Fax number: (302) 634-4733;

or, as to any Borrower, Mondelēz or the Administrative Agent, at such other address 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 as shall be designated by such party in a written notice to Mondelēz and the Administrative Agent.

(b) Effectiveness of Notices. All such notices and communications shall, when mailed, telecopied or emailed, be effective when deposited in the mail, telecopied or emailed, respectively, except that notices and communications to the Administrative Agent, pursuant to Article II, III or VII shall not be effective until received by the Administrative Agent, or if the date of receipt is not a Business Day, as of 9:00 a.m. (New York City time) on the next succeeding Business Day. Delivery by telecopier 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 or the Administrative Agent to exercise, and no delay in exercising, any right hereunder or under 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. Mondelēz agrees to pay on demand 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 and the documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent and the Bookrunners with respect thereto and

with respect to advising the Administrative Agent as to its rights and responsibilities under this Agreement (which, insofar as such costs and expenses relate to the preparation, execution and delivery of this Agreement and the closing hereunder, shall be limited to the reasonable fees and expenses of Cahill, Gordon & Reindel LLP), and all costs and expenses of the Lenders and the Administrative Agent, if any (including, without limitation, reasonable counsel fees and expenses of the Lenders and the Administrative Agent), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement and the other documents to be delivered hereunder.

(b) Prepayment of LIBO Rate Advances or Floating Rate Bid Advances. If any payment of principal of LIBO 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 Mondelēz pursuant to Section 9.07(a) or for any other reason, Mondelēz 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 any Borrower or Mondelēz hereunder, the agreements and obligations of each Borrower and Mondelēz contained in Section 2.02(c), 2.05, 2.12, 2.15, this Section 9.04(b) and Section 9.04(c) shall survive the payment in full of principal and interest hereunder.

(c) Indemnification. Each Borrower and Mondelēz jointly and severally agrees to indemnify and hold harmless each Agent, each Lead Arranger and each Lender and each of their respective affiliates, control persons, directors, officers, employees, 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) related to this Agreement or any of the other documents delivered hereunder, the Advances or any transaction or proposed transaction (whether or not consummated) in which any proceeds of any Borrowing are applied or proposed to be applied, directly or indirectly, by any Borrower, whether or not such Indemnified Party is a party to such transaction, or (ii) related to any Borrower's or Mondelēz's consummation of any transaction or proposed transaction contemplated hereby (whether or not consummated) or entering into this Agreement, or to any actions or omissions of any Borrower or Mondelēz, 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 Mondelēz or any Borrower or any other Person; provided, however, that neither any Borrower nor Mondelēz 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 the gross negligence, bad faith or willful misconduct of such Indemnified Party.

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 Mondelēz or any Borrower against any and all of the obligations of any Borrower or Mondelēz now or hereafter existing under this Agreement, whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. Each Lender shall promptly notify the appropriate Borrower or Mondelēz, as the case may be, 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 Mondelēz, each of the Borrowers, the Administrative Agent and each Lender and their respective successors and assigns, except that neither any Borrower nor Mondelēz shall have the right to assign its rights hereunder or any interest herein 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 Commitment and the Pro Rata Advances 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);

(ii) the amount of the Commitment 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, be less than \$10,000,000, subject in each case to reduction at the sole discretion of Mondelēz, and shall be an integral multiple of \$1,000,000;

(iii) each such assignment shall be to an Eligible Assignee;

(iv) each such assignment shall require the prior written consent of (x) the Administrative Agent, and (y) unless an Event of Default under Sections 6.01(a) or (e) has occurred and is continuing, Mondelēz (such consents not to be unreasonably withheld

or delayed and such consents by Mondelēz shall be deemed given if no objection is received by the assigning Lender and the Administrative Agent from Mondelēz within twenty (20) Business Days after written notice of such proposed assignment has been delivered to Mondelēz); provided, that no consent of the Administrative Agent or Mondelēz shall be required for 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 \$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), Mondelēz shall pay or cause to be paid such \$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 2.12 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 execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or Mondelēz or the performance or observance by any Borrower or Mondelēz of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this 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; (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; and (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.

(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 Notes 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 Mondelēz.

(d) Register. The Administrative Agent 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 and interest amounts 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 Mondelēz, 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, notwithstanding any notice to the contrary. The Register shall be available for inspection by Mondelēz, 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, the Advances 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 Mondelēz hereunder) shall remain unchanged,

(ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations,

(iii) Mondelēz, 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), (f) or (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 any consent to any departure by any Borrower or Mondelēz 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, and

(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 Mondelēz or the relevant Borrower's prior written consent (not to be unreasonably withheld or delayed).

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the relevant Borrower, maintain a register on which it enters the name and address of each participant and the principal and interest amounts of each participant's interest in the Advances 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. 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 Mondelēz or any Borrower furnished to such Lender by or on behalf of Mondelēz 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 Mondelēz or any Borrower or any of their respective Subsidiaries received by it from such Lender.

(g) Regulation A 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 and that has been consented to by the Required Lenders or (iv) any Lender shall become a Defaulting Lender, Mondelēz shall have the right, at its own expense, upon notice to such Lender and the Administrative Agent, (A) to terminate the Commitment 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 to one or more other financial institutions acceptable to Mondelēz and approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed), 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 made by it hereunder and all other amounts accrued for its account or owed to it hereunder. Mondelēz will not have the right to terminate the 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 Mondelēz to require such termination or assignment cease to apply. Each Lender agrees that, if Mondelēz 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. Mondelēz may at any time, and from time to time after the Effective Date, by delivery to the Administrative Agent of a Designation Agreement duly executed by Mondelēz and the respective Subsidiary and substantially in the form of Exhibit D hereto, designate such 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 Mondelēz and the identity of the respective Subsidiary.

Notwithstanding the foregoing, no Lender shall be required to make Advances to a Designated Subsidiary in the event that the making of such Advances 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 is, or would be upon the making of such Advance, subject. In addition, each Lender shall have the right to make any Advances to any Designated Subsidiary that is a Foreign Subsidiary of Mondelēz 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 then, so long as at the time no Notice of Pro Rata 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 Mondelēz). Thereafter, the Lenders shall be under no further obligation to make any Advance hereunder to such former Designated Subsidiary until such time as it has been redesignated a Designated Subsidiary by Mondelēz pursuant to Section 9.08(a).

SECTION 9.09 Governing Law. This 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 telecopier 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 United States District Court of the Southern District of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, 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 may be heard and determined in any such court. Each of Mondelēz and each Borrower 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 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 Mondelēz and each Borrower hereby 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 Mondelēz 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 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. Mondelēz agrees to appoint a Process Agent from the Effective Date through the repayment in full of all Obligations hereunder (i) to receive on behalf of Mondelēz, each Borrower and each Designated Subsidiary and their respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding in any New York State or Federal court sitting in New York City arising out of or relating to this Agreement and (ii) to forward forthwith to Mondelēz, each Borrower and each Designated Subsidiary at their respective addresses copies of any summons, complaint and other process which such Process Agent receives in connection with its appointment. Mondelēz will give the Administrative Agent prompt notice of such Process Agent's address.

(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 or the Notes in any New York state or Federal court. 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 the Borrowers, Mondelēz and the Lenders shall not assert and hereby waives, any claim against any other party hereto or any of their respective affiliates, 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 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 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 Borrower and Mondelēz shall not limit the indemnity obligations set forth in Section 9.04(c).

(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 HEREUNDER 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, 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 OR ANY OF THE OTHER CREDIT DOCUMENTS 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.

SECTION 9.12 Confidentiality. None of the Agents nor any Lender shall disclose any confidential information relating to Mondelēz or any Borrower to any other Person without the consent of Mondelēz, other than (a) to such Agent'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 its provisions as if it were a party to this Agreement, (b) as required by any law, rule or regulation or judicial process, and (c) as requested or required by any state, federal or foreign authority or examiner regulating banks or banking or other financial institutions, including in connection with the creation of security interests as contemplated by Section 9.07(g).

SECTION 9.13 No Fiduciary Relationship. Each Borrower acknowledges and agrees that (a) no fiduciary, advisory or agency relationship between the Borrowers, on the one hand, and any Agent or any Lender, on the other hand, is intended to be or has been created in respect of any of the financing transactions contemplated by this Agreement, irrespective of whether any Agent or any Lender has advised or is advising Mondelēz on other matters (it being understood and agreed that nothing in this provision will relieve any Agent or any Lender of any advisory or fiduciary responsibilities it may have in connection with other transactions).

SECTION 9.14 Integration. This Agreement and the Notes represent the agreement of Mondelēz, the other Borrowers, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, Mondelēz, the other Borrowers or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Notes other than

the matters referred to in Sections 2.09(b) and 9.04(a), and except for any confidentiality agreements entered into by Lenders in connection with this Agreement or the transactions contemplated hereby.

SECTION 9.15 USA Patriot Act Notice. The Administrative Agent and each Lender hereby notifies the Borrowers 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, which information includes the name and address of each Borrower and other information that will allow such Lender to identify such Borrower in accordance with the Patriot Act.

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.

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Barbara Brasier
Name: Barbara Brasier
Title: Senior Vice President and Treasurer

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

By /s/ Tony Yung

Name: Tony Yung
Title: Executive Director

HSBC BANK USA, NATIONAL ASSOCIATION, as
Administrative Agent and Lender

By /s/ Robert J. Devir

Name: Robert J. Devir
Title: Managing Director

MONDELEZ INTERNATIONAL INC.

AND

KRAFT FOODS GROUP, INC.

SETTLEMENT AGREEMENT

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THIS AGREEMENT is made on 22 June 2015 (“Effective Date”)

BETWEEN:

- (1) **MONDELEZ INTERNATIONAL INC.**, a corporation incorporated in the State of Virginia, with its head office at Three Parkway North, Suite 300, Deerfield, Illinois 60015, United States of America (“**MDLZ**”); and
- (2) **KRAFT FOODS GROUP, INC.**, a corporation incorporated in the State of Virginia, with its head office at Three Lakes Drive, Northfield, Illinois 60093, United States of America (“**KFG**”).

INTRODUCTION:

- (A) MDLZ has entered into, but not yet closed, the MDLZ Coffee Transaction.
- (B) KFG has announced, but not yet closed, the KFG/Heinz Merger.
- (C) The parties wish to agree how certain provisions of the Spin Off Agreements will be treated in the context of these two transactions and in the future.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Words and expressions used in this Agreement shall have the meanings given to them in schedule 1.
- 1.2 The terms of this Agreement apply notwithstanding any provision to the contrary in any Spin Off Agreement. Accordingly, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Spin Off Agreement, the terms of this Agreement shall prevail.

2. CHANGE OF CONTROL TRANSACTIONS

Each party agrees that neither its consent nor that of any of its Group Companies is required for any Change of Control Transaction, either currently and/or in the future, (including, for the avoidance of doubt, the KFG/Heinz Merger) under the terms of any of the Spin Off Agreements or of this Agreement.

3. FORFEITURE OF LICENSED INTELLECTUAL PROPERTY

- 3.1 Terms defined in the Master Patent Agreement shall bear the same meanings as in this clause 3 unless otherwise specified.
- 3.2 Immediately prior to the Coffee Closing:
 - 3.2.1 each licence from a KFG Group Company to a MDLZ Group Company to Group Brands Licensed Intellectual Property shall terminate in respect of the business set out in clause 3.2.3 in the United States, Canada and Puerto Rico with the exception of any rights necessary for the purposes of Third Party Agreements (each a “**MDLZ Forfeited Licence**”);

3.2.2 MDLZ shall grant (or shall procure that the relevant MDLZ Group Company grants) a perpetual, irrevocable (save as provided in this Agreement), fully paid-up, royalty-free exclusive licence to KFG of all Global Brands Licensed Intellectual Property owned by the MDLZ Group at the Effective Date in respect of each of the territories and corresponding businesses set out in clause 3.2.3; and

3.2.3 the territories and business referred to in clauses 3.2.1 and 3.2.2 are:

Territories

United States, Canada, Puerto Rico

Business

Coffee

3.3 Immediately prior to the Merger Closing:

3.3.1 each licence from a MDLZ Group Company to a KFG Group Company to Global Brands Licensed Intellectual Property shall terminate in respect of each of the territories and corresponding businesses set out in clause 3.3.3 with the exception of any rights necessary for Third Party Agreements (each a “**KFG Forfeited Licence**”);

3.3.2 KFG shall grant (or shall procure that the relevant KFG Group Company grants) a perpetual, irrevocable (save as provided in this Agreement), fully paid-up, royalty-free exclusive licence to MDLZ of Group Brands Licensed Intellectual Property owned by the KFG Group at the Effective Date in respect of each of the territories and corresponding businesses set out in clause 3.3.3; and

3.3.3 the territories and businesses referred to in clauses 3.3.1 and 3.3.2 are:

Territories

European Union, CEE Countries, Japan and Korea

European Union

GCC Countries, Latin American Countries and Philippines

European Union and Philippines

European Union

Latin American Countries

Italy

Businesses

Coffee

Cream Cheese

Powdered Beverages
(excluding LCRB)

Processed Cheese

Miracel Whip

Dry Powdered Desserts

Natural Cheese

3.4 With respect to the KFG/Heinz Merger, there shall be no forfeitures or transfer restrictions pursuant to Sections 3.7 and/or 4.7 of the Master Patent Agreement (but,

for the avoidance of doubt, Sections 3.7(b)(i) and 4.7(b)(i) shall continue to apply), and the MDLZ Group shall not become the sole and exclusive owner or licensee of any of the Licensed Patents in respect of each of the following territories and corresponding businesses:

Territories

Mexico
European Union

GCC Countries, Latin American Countries and Philippines
GCC Countries and Australia

Businesses

Cream Cheese
Mayonnaise and whipped salad dressing
(not including Miracel Whip)
LCRB
Processed cheese

3.5 The exclusive licences granted under this clause 3 are:

3.5.1 fully sublicensable and capable of assignment and not subject to the restrictions on licensing, sublicensing, transfer, assignment or use under the Spin Off Agreements, except for Sections 3.6 and 4.6 (*Restrictions on Use of Restricted Technologies*) and Article X (*Confidentiality*) of the Master Patent Agreement; and

3.5.2 subject to the Third Party Agreements.

3.6 Licensed Patents which are the subject of the KFG Forfeited Licence or the MDLZ Forfeited Licence shall be treated as Non-Licensed Patents for the purposes of Article 7 of the Master Patent Agreement (*Development, Prosecution and Maintenance of Licensed Intellectual Property*) and shall be treated as Opted Out by their owner for the purposes of Section 8.1(e) of the Master Patent Agreement.

4. **OTHER MASTER PATENT AGREEMENT ITEMS**

4.1 Terms defined in the Master Patent Agreement shall bear the same meanings as in this clause 4 unless otherwise specified.

“Return” of Forfeited Intellectual Property in a Sale

4.2 If, at any time, the MDLZ Group sells, transfers, assigns or otherwise divests or disposes (for the purposes of this clause, a “**transfer**”) of a business and corresponding territory set out in clause 3.3.3 to the KFG Group, MDLZ shall procure that:

4.2.1 all Global Brands Licensed Intellectual Property owned by the MDLZ Group and which was subject to a KFG Forfeited Licence shall be included in the transfer if it is exclusively related to that business in that territory; and

4.2.2 as part of the transfer:

- (a) any other Global Brands Licensed Intellectual Property owned by the MDLZ Group which was subject to a KFG Forfeited Licence shall be exclusively licensed to the KFG Group for use in that business in that territory; and
- (b) the relevant MDLZ Group licensee(s) shall forfeit any licence referred to in clause 3.3.2 to the extent that it relates to that business in that territory.

4.3 If, at any time, the KFG Group sells, transfers, assigns or otherwise divests or disposes (for the purposes of this clause, a “**transfer**”) of a business and corresponding territory set out in clause 3.2.3 to the MDLZ Group or the JDE Group, KFG shall procure that:

4.3.1 each Group Brands Licensed Intellectual Property owned by the KFG Group and which was subject to a MDLZ Forfeited Licence shall be included in the transfer if it is exclusively related to that business in that territory ; and

4.3.2 as part of the transfer:

- (a) any other Group Brands Licensed Intellectual Property owned by the MDLZ Group which was subject to a MDLZ Forfeited Licence shall be exclusively licensed to the MDLZ Group or the JDE Group (as applicable) for use in that business in that territory; and
- (b) the relevant KFG Group licensee(s) shall forfeit any licence referred to in clause 3.4.2 to the extent that it relates to that business in that territory.

Notwithstanding that it is not a party to this Agreement, each JDE Group Company may enforce the terms of this clause 4.3. This Agreement is binding on, and may be enforced by, the parties, their affiliates, successors, Group Companies, transferees and assigns.

4.4 All transfers, licences and forfeitures under this clause 4 are subject to the Third Party Agreements and to any other rights granted to third parties.

4.5 For the avoidance of doubt, nothing in clauses 4.2 and 4.3 requires the relevant Intellectual Property to be transferred or licensed, or the relevant licences forfeited, for no consideration by the buyer as part of the sale.

Cream Cheese & Processed Cheese Restricted Technologies

4.6 As part of any transfer of its cream cheese business or processed cheese business or natural cheese business (or any part of such businesses) to a third party, the MDLZ Group may transfer any Restricted Technology relating to that business to that third party for use in any Region outside North America (regardless of whether that business is currently using that Restricted Technology for commercial purposes in any given Region and/or has generated at least a Substantial Amount in that Region from products utilising such Restricted Technology (the “**thresholds**”)). For the avoidance of doubt, Sections 3.7(b)(i) and 4.7(b)(i) of the Master Patent Agreement do not apply in connection with such a transfer. For the further avoidance of doubt, if the MDLZ

Group transfers each of its cream cheese business, its processed cheese business and its natural cheese business to different third parties in any given country outside North America, the MDLZ Group may transfer any Restricted Technology pursuant to this clause 4.6 to each such third party (so long as, if the thresholds are not met, only one third party (and its group) has the right to use that Restricted Technology in that country). Following any such transfer, the subsequent transferee only shall be entitled within 12 months to transfer Restricted Technologies to a third party without any restrictions in Sections 3.7(b)(i) and 4.7(b)(i).

5. **TASSIMO**

5.1 Terms defined in the Tassimo Agreement shall bear the same meanings as in this clause 5 unless otherwise specified.

5.2 At the Coffee Closing:

5.2.1 the MDLZ Group may transfer all its right, title and interest in all Tassimo Intellectual Property to the JDE Group (subject, for the avoidance of doubt, to the licences granted to the KFG Group pursuant to the Tassimo Agreement); and

5.2.2 each relevant MDLZ Group Company may novate (and/or assign all its rights and obligations under) the Tassimo Agreement and the Brewer Partner Agreements to any JDE Group Company.

KFG shall procure that, at MDLZ's request, each relevant KFG Group Company shall execute an agreement novating the Tassimo Agreement and/or the Brewer Partner Agreements from the relevant MDLZ Group Companies to JDE Group Companies.

5.3 For the avoidance of doubt, nothing in this Agreement or in any other Spin Off Agreement shall:

5.3.1 restrict any MDLZ Group Company from transferring any of its shares in JDE at any time; or

5.3.2 have any effect on any of the Tassimo Intellectual Property if any MDLZ Group Company transfers any of its shares in JDE at any time.

6. **OTHER MDLZ COFFEE TRANSACTION ITEMS**

6.1 Terms defined in the Master Patent Agreement shall bear the same meanings as in this clause 6 unless otherwise specified.

6.2 At the Coffee Closing, the MDLZ Group may transfer all its right, title and interest in all Licensed Intellectual Property relating to coffee outside North America to the JDE Group. In particular, the MDLZ Group may transfer to the JDE Group any Restricted Technology relating to coffee for use in all Regions outside North America (regardless of whether that business is currently using that Restricted Technology for commercial purposes in any given Region and/or has generated at least a Substantial Amount in any given Region from products utilising such Restricted Technology). For the avoidance of doubt, Sections 3.7(b)(i) and 4.7(b)(i) of the Master Patent Agreement do not apply in connection with this transfer.

6.3 At any time, the MDLZ Group may transfer any Korean Licensed Intellectual Property and Restricted Technology relating to coffee in Korea to the extent reasonably required in connection with any termination or other reorganisation of its Third Party Agreements with Dong Suh Foods Corporation (regardless of whether that business is then using that Restricted Technology for commercial purposes in any given Region and/or has generated at least a Substantial Amount in any given Region from products utilising such Restricted Technology). For the avoidance of doubt, Sections 3.7(b)(i) and 4.7(b)(i) of the Master Patent Agreement do not apply in connection with this transfer.

7. **EARLY TRADEMARK REPATRIATION**

7.1 Terms defined in the Master Trademark Agreement shall bear the same meanings as in this clause 7 unless otherwise specified.

7.2 The licences to the Kraft GroceryCo Trademark granted by the KFG Group to the MDLZ Group pursuant to Section 3.1(a) of the Master Trademark Agreement shall terminate on the following dates in relation to the corresponding products in the corresponding territories:

<u>Products</u>	<u>Jurisdictions</u>	<u>Termination Dates</u>
Ketchup and Mayonnaise	European Union	31 December 2017
All products	Australia and New Zealand	31 December 2017
Salad dressing	European Union	27 September 2018
Processed cheese	Mexico	27 September 2018
Cheese	GCC Countries	27 September 2020

7.3 The licence to “Lunchables” granted by the KFG Group to the MDLZ Group pursuant to Section 3.1(d) the Master Trademark Agreement shall terminate on 31 December 2017.

7.4 The licence to “Bull’s Eye” granted by the KFG Group to the MDLZ Group pursuant to Section 3.1(e) the Master Trademark Agreement (as subsequently extended) shall terminate on 31 December 2017.

7.5 Following any termination pursuant to clauses 7.2 to 7.4, the MDLZ Group shall be entitled to ship finished goods in inventory and work in process as of the date of such termination in amounts consistent with historic inventory levels and bearing the relevant Trademarks for 12 months following the relevant termination date in accordance with Section 3.5 of the Master Trademark Agreement.

7.6 The parties agree that:

7.6.1 the MDLZ Group may continue to use the Kraft GroceryCo Trademark as a constituent component of company names in Venezuela until 31 December 2025; and

7.6.2 the MDLZ Group will not object to a KFG Group Company using the Kraft GroceryCo Trademark as a constituent component of its company name in Venezuela during this time.

8. POTENTIAL SALE OF MDLZ CHEESE & GROCERY BUSINESS

In Section 4.6(a) of the Separation Agreement, the words “prior to the fifth anniversary of the Distribution” shall be replaced with the words “prior to the eighth anniversary of the Distribution”.

9. TREATMENT OF MEXICO

The parties agree that Mexico is hereby added to the list of Latin American Countries in Schedule 1.2(a) of the Master Patent Agreement.

10. MUTUAL RELEASE AND WAIVER OF CLAIMS

Each party, on behalf of itself, and its affiliates and subsidiaries, hereby releases and discharges the other party, together with its affiliates and subsidiaries, from all disputes, complaints, claims, controversies, damages, actions, and causes of action, of any nature whatsoever, known or unknown, relating to alleged breaches under the Separation Agreement, the Master Patent Agreement, the Tassimo Agreement, and any other Spin-Off Agreement, which either party has, or may have had, against the other party, for any acts or omissions related to or arising from: (a) the announced KFG/Heinz Merger and/or (b) the announced MDLZ Coffee Transaction. This Agreement resolves any such claim for relief that has been, or could have been alleged, no matter how characterized, including, without limitation, any claim for any kind of relief, including and kind of injunctive relief, damages, costs and/or attorney’s fees related thereto.

11. CONFIDENTIALITY & ANNOUNCEMENTS

11.1 Subject to clause 11.2, neither party may:

11.1.1 disclose the existence or contents of this Agreement to any other person; or

11.1.2 make or issue a public announcement, communication or circular concerning this Agreement or any of the arrangements referred to in it, unless it has first obtained the other party’s written consent.

11.2 Clause 11.1 does not apply to:

11.2.1 a disclosure by a party to any of its (or its Group Companies’) directors, officers or employees who need to know the relevant information in order to discharge their duties;

- 11.2.2 a disclosure by MDLZ to JDE (or the shareholder of JDE at the Effective Date);
- 11.2.3 a disclosure by KFG to H.J. Heinz Holding Corporation (or the shareholders of H.J. Heinz Holding Corporation at the Effective Date);
- 11.2.4 a disclosure by MDLZ of the relevant provisions of this Agreement to any potential transferee of its cream cheese business or processed cheese business or natural cheese business (or any part of such businesses); and
- 11.2.5 a public announcement, communication or circular required by law, by a rule of a listing authority on which either party's shares are listed, a stock exchange on which either party's shares are listed or traded or by a governmental authority or other authority with relevant powers to which either party is subject or submits, whether or not the requirement has the force of law, provided that the public announcement, communication or circular shall so far as is practicable be made after consultation with the other party and after taking into account the reasonable requirements of the other party as to its timing, content and manner of making or despatch.
- 11.3 A party shall ensure that each person to whom information is disclosed by it in accordance with clauses 11.2.1 to 11.2.4 complies with the provisions of this clause 11 as if it were a party to this Agreement, and such party shall be responsible for any breach of such provisions by any such person.
12. **COSTS**
- Except where this Agreement provides otherwise, each party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.
13. **FURTHER ASSURANCE**
- 13.1 Each party shall procure that each of its Group Companies complies with the provisions of this Agreement as if it were a party to this Agreement, and such party shall be responsible for any breach of such provisions by any of its Group Companies.
- 13.2 Each party shall do and execute, or arrange for the doing and executing (including by any of its Group Companies) of, each necessary act, document and thing as may be reasonably requested of it by the other party to implement this Agreement.
14. **MISCELLANEOUS**
- 14.1 For the avoidance of doubt, subject to the provisions of this Agreement, the Spin Off Agreements remain in full force and effect.
- 14.2 Article VII and Sections 8.4, 8.5, 8.6, 8.7, 8.9 (subject to clause 4.3 of this Agreement), 8.10, 8.11 (but subject to clause 2 of this Agreement), 8.12, 8.13 and 8.14 of the Separation Agreement shall apply to this Agreement *mutatis mutandis*.

SCHEDULE

Interpretation

1. In this Agreement:

“Change of Control Transaction” means any transaction in which MDLZ or KFG becomes a Subsidiary of another person, or consolidates or merges with another person;

“Coffee Closing” means the closing of the MDLZ Coffee Transaction in accordance with its terms;

“Global Brands Licensed Intellectual Property” means Global Brands Licensed Patents and Global Brands Licensed Trade Secrets and Know-How (each as defined in the Master Patent Agreement), but in relation to Global Brands Licensed Patents only to the extent that they were identified in Anaqua at the time of the Separation Agreement as relating to the business in question, or, in the case of applications first filed after that date, were first categorised by the owner as relating to the business in question;

“Group Brands Licensed Intellectual Property” means Group Brands Licensed Patents and Group Brands Licensed Trade Secrets and Know-How (each as defined in the Master Patent Agreement), but in relation to Group Brands Licensed Patents only to the extent that they were identified in Anaqua at the time of the Separation Agreement as relating to the business in question, or, in the case of applications first filed after that date, were first categorised by the owner as relating to the business in question;

“Group Company” means either a MDLZ Group Company (in respect of MDLZ) or a KFG Group Company (in respect of KFG);

“KFG/Heinz Merger” means the transactions contemplated by the Agreement and Plan of Merger, dated as of March 24, 2015, among Heinz, Kite Merger Sub Corporation, Kite Merger Sub LLC and KFG (as such transaction may be amended or varied from time to time);

“KFG Group Company” means KFG and each of its Subsidiaries from time to time, and **“KFG Group”** means all of them;

“JDE” means Charger Top HoldCo B.V., a private company with limited liability incorporated under the law of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands, with registered number 60612568;

“JDE Group Company” means JDE and each of its Subsidiaries from time to time, and **“JDE Group”** means all of them;

“Master Patent Agreement” means the Master Ownership and License Agreement regarding Patents, Trade Secrets and related Intellectual Property between Intercontinental Great Brands LLC (formerly Kraft Foods Global Brands LLC), Kraft Foods Group Brands LLC, Mondelez UK Limited (formerly Kraft Foods UK Ltd.) and Kraft Foods R&D Inc., effective as of the Distribution Date (as defined in that document);

“**MDLZ Coffee Transaction**” means the proposed creation by MDLZ and Acorn Holdings B.V. of a coffee joint venture by way of (*inter alia*) the contribution by the MDLZ Group of its global coffee business (outside of France, unless a French contribution agreement is executed) into the JDE Group (as such transaction may be amended or varied from time to time);

“**MDLZ Group Company**” means MDLZ and each of its Subsidiaries from time to time, and “**MDLZ Group**” means all of them;

“**Merger Closing**” means the closing of the KFG/Heinz Merger in accordance with its terms;

“**Separation Agreement**” means the Separation and Distribution Agreement between the parties dated as of 27 September 2012;

“**Spin Off Agreement**” means each of the Separation Agreement, the Ancillary Agreements (as defined in the Separation Agreement) and the Tassimo Agreement, in each case as amended from time to time;

“**Subsidiary**” has the meaning given to it in the Separation Agreement;

“**Tassimo Agreement**” means the Agreement for the Licence of Tassimo Intellectual Property and Provision of Services to Support the Tassimo System Arrangements among Intercontinental Great Brands LLC (formerly Kraft Foods Global Brands LLC), Kraft Foods Group Brands LLC, Mondelez Europe GmbH (Kraft Foods Europe GmbH) and Kraft Foods Group, Inc., dated 27 September 2012; and

“**Master Trademark Agreement**” means the Master Ownership and License Agreement regarding Trademarks and related Intellectual Property between Intercontinental Great Brands LLC (formerly Kraft Foods Global Brands LLC) and Kraft Foods Group Brands LLC, dated as of 27 September 2012.

2. In this Agreement, unless otherwise specified, a reference to:

2.1 a “**party**” is a reference to a party to this Agreement and includes a reference to that party’s legal personal representatives, successors and permitted assigns, and “**parties to this Agreement**” and “**parties**” shall be construed accordingly;

2.2 a “**person**” includes a reference to:

- (a) any individual, firm, company, corporation or other body corporate, unincorporated organisation, government, state or agency of state, local or municipal authority or government body or any joint venture, association, organisation, trust or partnership, works council or employee representative body (whether or not having separate legal personality); and
- (b) that person’s legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;

EXECUTED by the parties:

Signed by Gerhard W. Pleuhs) /s/ Gerhard W. Pleuhs
for and on behalf of)
MONDELEZ INTERNATIONAL INC.)

Signed by Joseph A. Sullivan) /s/ Joseph A. Sullivan
for and on behalf of)
KRAFT FOODS GROUP, INC.)

MONDELÉZ INTERNATIONAL HOLDINGS LLC

ACORN HOLDINGS B.V.

JACOBS DOUWE EGBERTS B.V.

AND

JACOBS DOUWE EGBERTS INTERNATIONAL B.V.

AMENDMENT AGREEMENT TO
GLOBAL CONTRIBUTION AGREEMENT
(EXCLUDING FRANCE)

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

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AMONG:

- (1) **MONDELÉZ INTERNATIONAL HOLDINGS LLC**, a limited liability company incorporated in the State of Delaware, with its registered office at Three Parkway North, Deerfield, IL 60015, United States of America (“**MDLZ**”);
- (2) **ACORN HOLDINGS B.V.**, a private limited company incorporated under the laws of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands and with registered number 57582041 (“**Acorn**”);
- (3) **JACOBS DOUWE EGBERTS B.V. (formerly Charger Top HoldCo B.V.)**, a private company with limited liability incorporated under the laws of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands and with registered number 60612568 (the “**Company**”); and
- (4) **JACOBS DOUWE EGBERTS INTERNATIONAL B.V. (formerly Charger OpCo B.V.)**, a private company with limited liability incorporated under the laws of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands and with registered number 60551720 (“**Charger OpCo**”).

INTRODUCTION:

- (A) On 7 May 2014, the parties entered into the global contribution agreement (the “**Global Contribution Agreement**”).
- (B) On 1 July 2015, the parties agreed to amendments to the Global Contribution Agreement.
- (C) The parties now wish to set out those detailed amendments in this Agreement and to make certain further amendments.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Unless otherwise set out in this Agreement (or if the context otherwise requires), the interpretation provisions set out in schedule 18 of the Global Contribution Agreement shall apply to this Agreement *mutatis mutandis*.
- 1.2 A reference to a clause, part, paragraph or schedule, unless the context otherwise requires, is a reference to a clause, part or paragraph of, or schedule to, the Global Contribution Agreement.

2. AMENDMENTS TO THE GLOBAL CONTRIBUTION AGREEMENT

- 2.1 The parties confirm that the Global Contribution Agreement was amended on 1 July 2015, with immediate effect, as follows:
 - 2.1.1 In clause 1.1, the word “defined” was replaced with the word “used”.

- 2.1.2 In clause 1.2:
- (a) the words “each of” were inserted after the words “ensure that”; and
 - (b) the words “and Charger OpCo” were inserted after the words “the Company”.

2.1.3 In clauses 3.6, the word “fifth” was deleted.

2.1.4 In clause 3.13, the word “fifth” was deleted.

2.1.5 In clause 4.2, the following words were inserted at the end of the clause:

This adjustment will be applied, if applicable, after Closing but before 31 December 2015 (in which case, the parties will agree how to effect the reduction of the MDLZ Group’s holding of MDLZ Consideration Shares by the relevant number of shares).

2.1.6 In clause 5.3, the words “each of the Conditions in clauses 5.1.5 and 5.1.6” were replaced with the words “the Condition in clause 5.1.5”.

2.1.7 In clause 5.4, the cross-reference to “clauses 5.1.4, 5.1.7 and 5.1.8” was replaced by a cross-reference to “clauses 5.1.4 and 5.1.7”.

2.1.8 In clause 5.6.1, the cross-reference to “clause 8.1.1(a)” was replaced by a cross-reference to “clause 8.1.1”.

2.1.9 In clause 5.6.2, the cross-reference to “clause 5.1.1 to 5.1.9” was replaced by a cross-reference to “clause 5.1.1 to 5.1.8”.

2.1.10 The following new clause 7.25 was inserted after clause 7.24:

Taloca Vietnam

7.25 *The parties agree that, notwithstanding the other provisions of this Agreement, none of the assets and liabilities pertaining to Taloca GmbH’s representative office in Vietnam will be contributed or sold to, or assumed by, any Charger Group Company at Closing. The Company and Charger OpCo will procure that a Charger Group Company will open a representative office in Vietnam within 12 months of Closing. The MDLZ Group will provide the services of that representative office to the Charger Group pursuant to the terms of the Transitional Services Agreement, and its assets and liabilities will be transferred to, or assumed by, the Charger Group pursuant to the terms of the Transitional Services Agreement.*

2.1.11 The whole of clause 8.1.1 was deleted and replaced with the words “Thursday 2 July 2015; or”.

2.1.12 In clause 8.2, the words “before 30 June 2015, if possible” were replaced with the words “as soon after 30 June 2015 as possible”.

2.1.13 The following new clauses 8.15 to 8.17 were inserted after clause 8.14:

Unwind of Partial Closing

8.1 In the event that:

8.15.1 Closing does not take place on the Closing Date for any reason; but

8.15.2 any MDLZ Transferred Assets are transferred to the Charger Group or any Charger Group Company assumes liability for any of the Assumed MDLZ Liabilities (each a “**Prematurely Transferred Asset**” or a “**Prematurely Transferred Liability**” respectively) on or prior to that date,

each party agrees to perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be necessary to return each Prematurely Transferred Asset and each Prematurely Transferred Liability to the MDLZ Group. In such circumstances, clauses 21.4.2(a) to (d) shall apply, mutatis mutandis, as if any Prematurely Transferred Asset was a Wrong Pocket Partner Asset, and clauses 21.11.2(a) to (d) shall apply, mutatis mutandis, as if any Prematurely Transferred Liability was a Wrong Pocket Partner Liability.

8.16 In the event that:

8.16.1 Closing does not take place on the Closing Date for any reason; but

8.16.2 any Charger Group Company makes any payment to a MDLZ Group Company with respect to any MDLZ Transferred Assets (each a “Premature Payment”) on or prior to that date,

each party agrees to perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be necessary to return each Premature Payment to the Charger Group.

8.17 In the event that:

8.17.1 Closing does not take place on the Closing Date; but

8.17.2 any MDLZ Transferring Employee has become employed by a Charger Group Company or a DEMB Group Company, the parties agree to co-operate with a view to ensuring that the services of such MDLZ Transferring Employee are made available to the MDLZ Group to the extent reasonably required to support any part of the MDLZ Business retained by a MDLZ Group Company, whether

by re-transfer of employment, secondment or the provision of services, and on such terms as to the coverage of the costs of such employees as the parties may agree.

- 2.1.14 In clause 9.19, the word “MLZ” was replaced with the word “MDLZ”.
- 2.1.15 In clause 14.7, both occurrences of the words “the Partners and the Company” were replaced with the words “the parties”.
- 2.1.16 In clause 14.9, the word “provide” was replaced with the word “procure”.
- 2.1.17 In clause 14.10, the word “provide” was replaced with the word “procure”.
- 2.1.18 In clause 14.11, the word “provide” was replaced with the word “procure”.
- 2.1.19 In clause 17.1:
- (a) the words “Five Business Days prior to Closing, MDLZ shall give each of Acorn and the Company” were replaced with the words “No later than 22 days after Closing, MDLZ shall give the Company”.
 - (b) both occurrences of the words “Estimates List” were replaced with the words “Receivables/Payables List”;
 - (c) both occurrences of the words “MDLZ’s reasonable estimate (acting in good faith) of” were deleted;
 - (d) both occurrences of the words “the estimate shall also set out the relevant amounts on an entity by entity basis” were replaced with the words “the relevant amounts shall be set out on an entity by entity basis”;
 - (e) both occurrences of the words “the estimate shall also set out the relevant amounts on an invoice by invoice basis” were replaced with the words “the relevant amounts shall be set out on an invoice by invoice basis”;
 - (f) the words “MDLZ Receivables are to be transferred” in clause 17.1.1(a)(i) were replaced with the words “MDLZ Receivables were transferred”; and
 - (g) the words “MDLZ Payables are to be assumed” in clause 17.1.1(b)(i) were replaced with the words “MDLZ Payables were assumed”.
- 2.1.20 The whole of clause 17.3 was deleted and replaced with:
- 17.3 The parties acknowledge that the lists provided pursuant to clause 17.1 are for information only and do not necessarily constitute full lists of all MDLZ Receivables and MDLZ Payables.*
- 2.1.21 In clause 17.4:

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- (a) the cross-reference to “clauses 17.1 and 17.3” in clause 17.4.1 was replaced by a cross-reference to “clause 17.1”; and
- (b) the cross-reference to “clauses 17.1 and 17.3” in clause 17.4.2 was replaced by a cross-reference to “clause 17.1”.

2.1.22 In clause 17.8:

- (a) the words “the calendar quarter following Closing” were replaced with the words “calendar quarter in which Closing occurs”; and
- (b) the words “it or a Retained MDLZ Group Company” were replaced with the words “that MDLZ or a Retained MDLZ Group Company”.

2.1.23 In clause 17.9, the words “the calendar quarter following Closing” were replaced with the words “calendar quarter in which Closing occurs”.

2.1.24 The whole of clause 17.10 was deleted and replaced with:

17.10 No later than five Business Days prior to a quarterly payment falling due pursuant to clauses 17.8 or 17.9 (as applicable), MDLZ shall give the Company:

17.10.1 written details of the amounts received during that quarter in respect of the MDLZ Receivables;

17.10.2 written details of the amounts applied in payment of the MDLZ Payables. during that quarter; and

17.10.3 a reconciliation to the Receivables/Payables List.

MDLZ shall also give the Company any additional supporting information from the MDLZ SAP system that the Company may reasonably request (including, if requested, reasonable samples of documents relating to such MDLZ Receivables and MDLZ Payables).

2.1.25 The following new clauses 17.13 to 17.16 were inserted after clause 17.12:

Credit Notes

17.13 For 24 months after Closing, MDLZ shall (or shall procure that any relevant Retained MDLZ Group Company shall) issue any invoice corrections or credit notes in relation to invoices issued by the MDLZ Group to trade debtors prior to Closing.

17.14 For the purposes of complying with clause 17.13, MDLZ shall (and shall procure that any relevant Retained MDLZ Group Company shall), in all material respects apply the relevant policies, practices and procedures previously used by it in connection with the MDLZ Business as conducted at 7 May 2014.

- 17.15 *The Company shall (or shall procure that any relevant Charger Group Company shall), within [***] days of the end of each quarter (commencing with the calendar quarter in which Closing occurs), pay to MDLZ (or such Retained MDLZ Group Company as MDLZ may direct) an amount equal to the reductions given or credit notes issued pursuant to clause 17.13 during that quarter into such account as shall have been notified to the Company by MDLZ at least five Business Days prior to the date for payment.*
- 17.16 *No later than five Business Days prior to a quarterly payment falling due pursuant to clause 17.15, MDLZ shall give the Company written details of the amounts of relevant reductions given or credit notes issues during that quarter, together any additional supporting information from the MDLZ SAP system that the Company may reasonably request (including, if requested, reasonable samples of documents relating to such reductions or credit notes).*
- 2.1.26 In clause 21.1:
- (a) the words “or Charger OpCo” were inserted after the words “either Partner or the Company”; and
 - (b) the words “or Charger OpCo” were inserted after the words “in the case of the Company” in clause 21.1.2.
- 2.1.27 In clause 21.2.2(a), the bracket after the first occurrence of the word “assignment” was deleted and a new bracket inserted after the first occurrence of the word “of”.
- 2.1.28 In clause 21.3:
- (a) the words “or Charger OpCo” were inserted after the words “either Partner or the Company”; and
 - (b) the words “or Charger OpCo” were inserted after the words “in the case of the Company” in clause 21.3.2.
- 2.1.29 In clause 21.4.2(a), the bracket after the first occurrence of the word “assignment” was deleted and a new bracket inserted after the first occurrence of the word “of”.
- 2.1.30 In clause 21.8:
- (a) the words “or Charger OpCo” were inserted after the words “either Partner or the Company”; and
 - (b) the words “or Charger OpCo” were inserted after the words “in the case of the Company” in clause 21.8.2.
- 2.1.31 In clause 21.10:

- (a) the words “or Charger OpCo” were inserted after the words “either Partner or the Company”; and
 - (b) the words “or Charger OpCo” were inserted after the words “in the case of the Company” in clause 21.10.2.
- 2.1.32 In clause 21.15.2, the words “(or shall procure that Charger Group Companies together pay or reimburse)” were inserted after the words “promptly pay or reimburse”.
- 2.1.33 In clause 21.20.2:
- (a) the word “and” was deleted from the end of clause 21.20.1(b);
 - (b) the following new clauses 21.20.2(c) and (d) were inserted after clause 21.20.2(b):
 - (c) *the Charger Group shall remove all Transitional Marks from any packaging, advertising or promotional material on the first occasion after Closing on which it otherwise changes that packaging, advertising or promotional material;*
 - (d) *no Charger Group Company may produce any packaging, advertising or promotional material after the date falling [* * *] months after Closing; and*
 - (c) existing clause 21.20.2(c) was renumbered 21.20.2(e).
- 2.1.34 In clause 21.25, the words “the Partners and the Company” were replaced with the words “the parties”.
- 2.1.35 In clause 21.29, the following words were inserted at the end of the clause:
For the purposes of this clause 21.29, (a) the terms “Retained MDLZ Assets” and “Retained MDLZ Liabilities” include all assets and liabilities of the Retained MDLZ Group which are not MDLZ Transferred Assets or Assumed MDLZ Liabilities (whether or not they are specifically identified as Retained MLDZ Assets or Retained MDLZ Liabilities) and (b) the term “Retained Acorn Liabilities” includes all liabilities of the Retained Acorn Group which are not Assumed Acorn Liabilities.
- 2.1.36 In clause 21.30, the words “Each Partner and the Company” were replaced with the words “Each party”.
- 2.1.37 In clause 24.7:
- (a) the words “(or shall procure that Charger Group Companies together pay)” were inserted after both occurrences of the words “the Company will pay”;
 - (b) the word “incurred” was inserted after the words “(whether or not paid)” in clause 24.7.1(a)(ii); and

(c) the word “incurred” was inserted after the words “(whether or not paid)” in clause 24.7.2(a)(ii).

2.1.38 In clause 24.8:

- (a) the words “(or shall procure that Charger Group Companies together pay)” were inserted after both occurrences of the words “the Company will pay”;
- (b) the words “either prior to or on Closing (to the extent not taken into account in clause 24.7) or” were inserted after both occurrences of the words “Retained MDLZ Group Company” in clause 24.8.1; and
- (c) the words “either prior to or on Closing (to the extent not taken into account in clause 24.7) or” were inserted after both occurrences of the words “Retained Acorn Group Company” in clause 24.8.2.

2.1.39 The following new clause 24.9 was inserted after clause 24.8:

Review of Shared Cost Information

24.9 *As soon as reasonably practicable after Closing and after the incurrance of a Shared Cost or Financing Cost after Closing:*

24.9.1 *each party shall provide to each other party (in addition to the reasonable evidence required pursuant to clauses 24.7 or 24.8) all supporting information reasonably necessary to permit each other party to review and validate the Shared Costs and Financing Costs incurred by that party (whether before or after Closing); and*

24.9.2 *the parties shall co-operate in good faith (acting reasonably) to resolve any disputes relating to Shared Costs or Financing Costs (within materiality thresholds to be agreed by the Partners) and to make the appropriate adjustments following such review and resolution.*

and existing clauses 24.9 to 24.14 were renumbered as clauses 24.10 to 24.15 respectively.

2.1.40 The semi-colon at the end of clause 25.2.3 was replaced with a full stop.

2.1.41 The whole of clause 28.7 was deleted and replaced with:

28.7 *If a party fails to pay (or to procure the payment of) a sum due from it under this Agreement on the due date of payment in accordance with the provisions of this Agreement, that party shall pay interest on the overdue sum from the due date of payment until the date on which its obligation to pay the sum is discharged at the rate of 8% per annum (whether before or after judgment). Interest accrues and is payable*

from day to day. This clause 28.7 shall not apply to any sum due from any Charger Group Company to any Retained MDLZ Group Company:

28.7.1 in South Africa or China as part of the implementation of the MDLZ Reorganisation, provided that such sums are paid within two Business Days after Closing; and

28.7.2 in respect of any Estimated MDLZ Intra-Group Payable in the Ukraine, provided that such sums are paid no later than the date on which the Company either makes a payment pursuant to clause 4.5 or issues and allots shares pursuant to clause 4.6.

2.1.42 In clause 28.8, the words “All payments made by a Partner or the Company” were replaced with the words “All payments made (or procured to be made) by a party”.

2.1.43 In clause 30.3, the words “Each Partner and the Company agrees” were replaced with the words “The parties agree”.

2.1.44 In clause 31.3, the notice details for the Company were replaced with the following:

The Company Oosterdoksstraat 80, 1011 - [* * *] [* * *]
DK, Amsterdam, The
Netherlands

with a copy to each of:

(1) MDLZ

(2) Acorn

Charger OpCo Oosterdoksstraat 80, 1011 - [* * *] [* * *]
DK, Amsterdam, The
Netherlands

with a copy to each of:

(1) MDLZ

(2) Acorn

2.1.45 In clause 32.1:

(a) the words “The Partners acknowledge” were replaced with the words “The parties acknowledge”; and

(b) the words “the Partners and the Company” were replaced with the words “the parties”.

2.1.46 In clause 37.1, the following words were inserted after the word “hereunder”:

, provided that, if Charger OpCo does enforce a right of the Company hereunder, the Company may not enforce the same right in a manner which is inconsistent with the enforcement by Charger OpCo or vice versa. The parties agree that the Company and Charger OpCo (taken together) are not entitled to recover more than once in respect of any right of the Company hereunder. The parties agree that this clause 37.1 shall not increase the liabilities of either Partner (or of any member of either Partner's Group).

2.1.47 In clause 37.2:

- (a) the word "he" was replaced with the word "The"; and
- (b) the square brackets were deleted.

2.1.48 In part A of schedule 1:

- (a) paragraph 7 under the heading "Exclusive MDLZ Contracts" was moved to become paragraph 1 under the heading "Shared MDLZ Contracts", and the words "(as amended from time to time)" were added at the end of that paragraph;
- (b) paragraph 7 under the heading "Exclusive MDLZ Contracts" was intentionally left blank; and
- (c) the words "None listed" under the heading "Shared MDLZ Contracts" were deleted.

2.1.49 In part B of schedule 1:

- (a) the words "(including the Swedish Office)" were added at the end of paragraph 6 under the heading "Exclusive MDLZ Owned Properties";
- (b) The following new paragraph 11 was inserted under the heading "Exclusive MDLZ Owned Properties":
11. St Petersburg, Russia (also known as Leningrad Region, Russia)
- (c) paragraph 1 under the heading "Exclusive MDLZ Leased Properties" was replaced with the words "None listed"; and
- (d) the heading "Shared MDLZ Leased Properties" was replaced with a heading "Shared MDLZ Owned Properties".

2.1.50 In part C of schedule 1:

- (a) the words "Except as expressly varied or superceded by the IP Transfer Agreement (and the Intellectual Property Assignments as defined in that agreement):" were inserted before the heading "Dedicated MDLZ IP Rights"; and
- (b) the following paragraphs were inserted at the end of that part C of schedule 1:

Existing IP Licences Out

The Existing IP Licences Out include:

- (a) the Tassimo Agreement
- (b) the KFG Master Patent Agreement
- (c) the KFG Master Trademark Agreement

The parties note that they will agree updated lists of Intellectual Property Rights the subject of this Agreement as at Closing. Updated lists of registered Transferred MDLZ IP Rights will be attached to the Intellectual Property Assignments (as defined in the IP Transfer Agreement). Lists of the registered and certain unregistered Retained MDLZ IP Rights are attached to the IP Transfer Agreement. In the event of any inconsistency, the schedules to the IP Transfer Agreement and to the Intellectual Property Assignments (as defined in the IP Transfer Agreement) prevail over those to this Agreement.

2.1.51 In part A of schedule 4:

- (a) the word “and” was deleted from the end of paragraph 13.1;
- (b) the full stop at the end of paragraph 13.2 was replaced with “; and”;
- (c) the following new paragraph 13.3 was inserted after paragraph 13.2:
13.3 any cash described in paragraph (s) of the definition of MDLZ Transferred Assets in schedule 18.
- (d) the following new paragraph 14 was inserted after new paragraph 13.3:
14. All property and assets to the extent used in connection with the business of developing, manufacturing, marketing and selling tea products under the ROYAL brand in Costa Rica and Nicaragua.

2.1.52 In part B of schedule 4, the following new paragraph 3 was inserted after paragraph 2:

- 3. *Any and all Liabilities to the extent that such Liabilities are in connection with the business of developing, manufacturing, marketing and selling tea products under the ROYAL brand in Costa Rica and Nicaragua.*

2.1.53 In part B of schedule 5:

- (a) in paragraph 1.2, the words “is audited” were replaced with the words “and related financial data is subject to certain agreed-upon procedures”;

- (b) in paragraph 1.3, the word “audited” was replaced with the words “subject to agreed-upon procedures”;
- (c) in paragraph 2, the words “(including to agree the procedures to be performed)” were inserted after the words “co operate with the Auditors”;
- (d) in paragraph 2, the word “audit” was replaced with the words “agreed-upon procedures”; and
- (e) in paragraph 3, the words “in preparing the audit” were replaced with the words “in performing the agreed-upon procedures”.

2.1.54 In part D of schedule 5, the following new paragraph 16 was inserted after paragraph 15:

16. *Subject to paragraph 12 of this part D of schedule 5 and clause 22 of the Shareholders’ Agreement, each party shall promptly provide to any other party and to that other party’s accountants and advisers (and, if relevant, to the Reporting Accountants):*

16.1 *all information (in the possession or control of its Group only); and*

16.2 *access at all reasonable times to employees of its Group (who shall give such explanations may reasonably be required for the purposes set out below),*

in each case that is (a) reasonably requested in relation to the preparation of either Partner’s Draft Closing Accounts Statement; (b) that is reasonably required in relation to the review of either Partner’s Draft Closing Accounts Statement or (c) that is reasonably required to enable the agreement or determination of either Partner’s Closing Accounts or Closing Statement; provided however, that the auditors or accountants of any party (or its Group) shall not be obliged to make any work papers available to any person unless and until such person has signed a customary agreement relating to access to such work papers in form and substance reasonably acceptable to such auditors or accountants. Each party agrees that each other party may impose such reasonable conditions upon access to such information as it thinks fit (including making it available only via a secure data site or in a particular jurisdiction. In addition to the provisions of clause 22 of the Shareholders’ Agreement, each party agrees that it shall restrict access to all such information of another party’s Group to only those of its directors, officers, employees, consultants, accountants and advisers who require it for the purposes of this part D of schedule 5.

2.1.55 In the chart contained in paragraph 2.9 of part J of schedule 5, the words “preceding each date at which the allocation is being calculated” were inserted after each of the three occurrences of the words “the last 3 month period”.

2.1.56 In part A of schedule 8:

- (a) in paragraph 1.1.1, the words “the written resolutions of, or” were inserted after the words “a certified true copy of”;
- (b) in paragraph 1.3.2, the words “insofar as they are not held at a location to which the Charger Group will have access following Closing” were inserted after the words “MDLZ Sale Company”; and
- (c) in paragraph 1.3.6(a), the words “IP Assignment” were replaced by the words “IP Assignments (where relevant)”.

2.1.57 In part B of schedule 8:

- (a) in paragraph 1.1.1, the words “the written resolutions of, or” were inserted after the words “a certified true copy of”;
- (b) in paragraph 1.3.2, the words “insofar as they are not held at a location to which the Charger Group will have access following Closing” were inserted after the words “Acorn Sale Company”;
- (c) paragraph 1.3.6 was deleted and that paragraph was intentionally left blank; and
- (d) paragraph 1.4.4 was renumbered as paragraph 1.5.

2.1.58 In part C of schedule 8:

- (a) in paragraph 1.1, the words “(or for such other value date as may be otherwise agreed)” were inserted after the words “for same day value”;
- (b) in paragraph 1.2, the words “(or for such other value date as may be otherwise agreed)” were inserted after the words “for same day value”;
- (c) in paragraph 1.7.1, the words “this Agreement and” were inserted after the words “each person executing”;
- (d) in paragraph 1.7.1, the words “on the Company’s behalf” were replaced with the words “on behalf of the Company and Charger OpCo”;
- (e) in paragraph 1.7.1(a), the words “the written resolutions of, or” were inserted after the words “a certified true copy of”;
- (f) in paragraph 1.7.1(a), the words “or Charger OpCo” were inserted after both occurrences of the words “the Company”;
- (g) in paragraph 1.7.1(b), the word “authority” was replaced with the word “authorities”;
- (h) in paragraph 1.7.2(a), the words “IP Assignment” were replaced with the words “IP Assignments (where relevant)”;
- (i) the following new paragraph 1.7.2(aa) was inserted after paragraph 1.7.2(a):

2.1.59 In part D of schedule 9:

- (a) in paragraph 1, the words “The Company” were replaced by the words “Each of the Company, Charger OpCo and Charger HoldCo II B.V.”;
- (b) in paragraph 2.1, the words “the Company has not” were replaced with the words “none of the Company, Charger OpCo and Charger HoldCo II B.V. has”;
- (c) in paragraph 2.1, the words “and does not have any assets or liabilities of any nature (other than its share capital)” were replaced with the words “and none of them has any assets or liabilities of any nature (other than their respective share capital and investments in each other)”;
- (d) in paragraph 2.2, the words “the Company has not” were replaced with the words “none of the Company, Charger OpCo and Charger HoldCo II B.V. has”.

2.1.60 In schedule 10:

- (a) in paragraph 2.1.2, the words “the date” were inserted after the words “claimed on or before”;
- (b) in paragraph 2.1.3, the words “the date” were inserted after the words “claimed on or before”; and
- (c) in paragraph 6, the words “The Company is” was replaced with the words “The Company and Charger OpCo (taken together) are”.

2.1.61 In schedule 12

- (a) the title “Estimates List” was replaced with the title “Receivables/Payables List”;
- (b) each of the four occurrences of the word “MANGO” was replaced with the word “MDLZ”; and
- (c) both occurrences of the word “ESTIMATE” were deleted.

2.1.62 In schedule 13:

- (a) in paragraph 1, both occurrence of the words “Shared MDLZ Leased Property” in the definition of “Maintenance Agreements” were replaced with the words “Shared MDLZ Owned Property”;
- (b) in the heading of paragraph 3, the word “MANGO” was replaced with the word “MDLZ”;

- (c) in paragraph 4.1.1, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;
- (d) in paragraph 8.1, the words “Each Partner and the Company” were replaced with the words “Each party”; and
- (e) in paragraph 11.3, the words “by virtue by this schedule 13” were replaced with the words “by virtue of this schedule 13”.

2.1.63 In part A of schedule 14, the words “after Closing” were inserted in the first paragraph after the words “the Charger Group”.

2.1.64 In schedule 17:

- (a) the following new rows were inserted into the table (in order of the appearance of the relevant clauses in the Agreement):

<i>Clauses 4.5 and 4.6 (Post-Closing Adjustments) and all related provisions</i>	<i>shall be treated as amended such that the MDLZ Adjustment Amount takes into account all the assets and liabilities transferred by the MDLZ Group to the Charger Group under this Agreement and the French Contribution Agreement at Closing and French Closing respectively (and not just those assets and liabilities transferred under this Agreement)</i>
<i>Clause 9.20 (Retention of Liability)</i>	<i>shall be amended to include the words: (a) “or Assumed MDLZ French Liability” at the end of clause 9.20.1; (b) “or a MDLZ French Transferred Group Company” at the end of clause 9.20.2; and (c) “and the French Contribution Agreement” at the end of the last sentence of the clause.</i>
<i>Clause 24.7.1(a)(ii) (Shared Costs)</i>	<i>shall be amended as follows: “incurred by MDLZ Transferred Group Companies or MDLZ French Transferred Group Companies”</i>
<i>Definition of “2013 MDLZ Audited EBITDA” in schedule 18 (Definitions and Interpretation)</i>	<i>references to the “MDLZ Business” shall be interpreted to include the “MDLZ French Business”</i>

- (b) in the row entitled “Part A of schedule 7 (Action pending Closing)”, the square brackets around the number “4” were removed.

2.1.65 In schedule 18:

- (a) in the definition of “**2013 MDLZ Audit EBITDA**”, the words “audited consolidated earnings” were replaced with the words “reviewed consolidated earnings”;
- (b) in the definition of “**Acorn Working Capital**”:
 - (i) the words “and Trapped Cash” were replaced with the words “, Trapped Cash and any Tax asset attributable to an Acorn Transferred Company having paid any VAT Asset Tax Liability (including any VAT Asset Tax Liability that was funded by an Acorn Group Company that is not a DEMB Group Company)”; and
 - (ii) the words “but excluding Acorn Intra-Group Payables, Indebtedness, Other Adjustments and Retained Acorn Liabilities” were replaced with the words “but excluding Acorn Intra-Group Payables, Indebtedness, Other Adjustments, Relevant Hedging Amounts, Retained Acorn Liabilities”;
- (c) in the definition of “**Actual Acorn Net Debt**”, the words “plus US\$5,000,000” were inserted after the words “Actual Acorn Paid Shared Costs”;
- (d) the whole of the definition of “**Actual MDLZ Net Debt**” was deleted and replaced with:

“Actual MDLZ Net Debt” means an amount (which may be a positive or a negative number) equal to the aggregate amount of (a) the Actual MDLZ Indebtedness plus the aggregate amount of the Actual MDLZ Other Adjustments less (b) the aggregate amount of Actual MDLZ Cash plus the Actual MDLZ Paid Shared Costs, as set out in the MDLZ Closing Statement;
- (e) in the definition of “**DEMB Group Company**”, the word “an” was inserted after the words “(b) each subsidiary of”;
- (f) the following new definition was added:

“Draft Closing Accounts Statement” means the Draft Acorn Closing Accounts Statement (in relation to Acorn) or the Draft MDLZ Closing Accounts Statement (in relation to MDLZ);
- (g) the following new definition was added:

“Early Trading Company” means each of Mondelez CR Coffee Production s.r.o., Mondelez Italia Production S.r.l., Taloca Cafe Ltda., Mondelez Guangtong Food (Guangzhou) Co., Ltd., Mondelez Sverige Kaffe AB, Limited Liability Company “Jacobs Bel”, LLC Jacobs

- (h) the following words were inserted at the end of the definition of “**Effective Time**”:
provided that in paragraph (a) “transferred” shall mean direct or indirect beneficial ownership (as would be determined by English law) of the relevant MDLZ Transferred Group Company is within, and steps have been taken by the relevant Retained MDLZ Group Company (to the extent (i) reasonably practicable prior to the relevant time and (ii) that such steps cannot be done by a Charger Group Company after that time) in order to vest full legal title of that MDLZ Transferred Group Company in, the Charger Group to the extent described in the MDLZ Macro Plans (as amended, changed or varied in accordance with clause 7);
- (i) in the definition of “**Exclusive MDLZ Contract**” the words “, each Green Coffee Futures and each Relevant FX Forward Contract,” were inserted after the words “in part A of schedule 1”;
- (j) the following new definition was added:
*“**Green Coffee Futures Contract**” means each futures contract for green coffee (either Arabica or Robusta) entered into by any party’s Group prior to Closing;*
- (k) the following new definition was added:
*“**Greek Line**” means the machinery and equipment (including a dosing machine, conveyor belts, two dosing augers and a vertical bagging machine) located on the fourth floor at 135 Piraeus Street, Athens, in each case whether or not exclusively used in the MDLZ Business at Closing;*
- (l) in the definition of “**Indebtedness**” the words “and the Relevant Hedging Amount,” were inserted after the words “and the Retained Acorn Liabilities (as the case may be)”;
- (m) the whole of the definition of “**Initial Acorn Cash Payment**” was deleted and replaced with:
*“**Initial Acorn Cash Payment**” means the lesser of (a) €2,500,000,000; and (b) the total aggregate amount outstanding under the Acorn SFA;*
- (n) the whole of the definition of “**IP Assignment**” was deleted and replaced with:
*“**IP Assignment**” means the documents, in the agreed form, which transfer (or procure the transfer of) the Transferred MDLZ IP Rights from MDLZ and other relevant MDLZ Group Companies to the*

Company and other relevant Charger Group Companies, subject to the Company Trade Mark Licence and the IP Transfer Agreement;

and moved to alphabetical order;

(o) the following new definition was added:

“IP Transfer Agreement” means the document, in the agreed form, which provides for the assignment and license of certain MDLZ Business IP;

(p) in the definition of **“KFG Master Patent Agreement”** the words “, as amended” were inserted after the words “dated 27 September 2012”;

(q) the following new definition was added:

“Margin” means any initial or maintenance margin held by a broker/exchange clearing house in respect of any Green Coffee Futures Contracts;

(r) in paragraph (b) of the definition of **“MDLZ Fixed Plant”**, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;

(s) in the definition of **“MDLZ Intra-Group Payables”**, the words “and all amounts repaid by a MDLZ Transferred Group Company to a Retained MDLZ Group Company at Closing pursuant to the MDLZ Reorganisation” were inserted after the words “MDLZ Intra-Group Trading Amounts”;

(t) in the definition of **“MDLZ Intra-Group Receivables”**, the words “and all amounts repaid by a Retained MDLZ Group Company to a MDLZ Transferred Group Company at Closing pursuant to the MDLZ Reorganisation” were inserted after the words “MDLZ Intra-Group Trading Amounts”;

(u) in the definition of **“MDLZ Leased Properties”** the words “and the Shared MDLZ Leased Properties” were deleted;

(v) in paragraph (b) of the definition of **“MDLZ Machinery”**, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;

(w) in paragraph (b) of the definition of **“MDLZ Office Equipment”**, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;

(x) in the definition of **“MDLZ Payable”**, the words “, other than in respect of amounts owing by an Early Trading Company, and other than in Austria, the Czech Republic and Slovakia to the extent that

- MDLZ has, by prior written notice to Acorn, elected” were inserted after the words “not including VAT”;
- (y) in the definition of “**MDLZ Properties**”, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;
 - (z) in the definition of “**MDLZ Receivable**”, the words “, other than in respect of amounts owing to an Early Trading Company, and other than in Austria, the Czech Republic and Slovakia to the extent that MDLZ has, by prior written notice to Acorn, elected” were inserted after the words “not including VAT”;
 - (aa) in the definition of “**MDLZ Reorganisation Document**”, the words “in connection with the MDLZ Reorganisation” were replaced with the words “in connection with (a) the MDLZ Reorganisation or (b) any step which is identified in the MDLZ Macro Plans as taking place at Closing”;
 - (bb) in the definition of “**MDLZ Transferred Assets**”:
 - (i) the word “and” was deleted from the end of paragraph (r);
 - (ii) the following new paragraph (s) was inserted after paragraph (r):
 - (s) *where provided for in the MDLZ Macro Plans, an amount of cash, whether in hand or at bank, required to be transferred by applicable Law and Tax requirements; and*
 - (iii) existing paragraph (s) was renumbered as paragraph (t);
 - (cc) in the definition of “**MDLZ Working Capital**”:
 - (i) the words “and Retained MDLZ Assets” were replaced with the words “, Retained MDLZ Assets and any Tax asset attributable to a MDLZ Transferred Company having paid any VAT Asset Tax Liability (including any VAT Asset Tax Liability that was funded by a Retained MDLZ Group Company)”; and
 - (ii) the words “but excluding MDLZ Intra-Group Payables, Indebtedness, Other Adjustments and Retained MDLZ Liabilities and all Shared Costs” were replaced with the words “but excluding MDLZ Intra-Group Payables, Indebtedness, Other Adjustments, Relevant Hedging Amounts Retained Acorn Liabilities, all Shared Costs”;
 - (dd) in paragraph (d) of the definition of “**Other Adjustments**”, the words “(other than any Green Coffee Futures Contract, any Relevant FX Forward Contract, any Margin and any interest rate derivatives entered

- into by the Company to hedge the Transaction Facility)” were added after the first occurrence of the words “or other derivative instrument”
- (ee) the following new definition was added:
“Relevant FX Forward Contract” means each forward contract to buy US\$ for Euro to cover the settlement costs of any Green Coffee Futures Contract;
- (ff) the following new definition was added:
“Relevant Hedging Amount” means the value of any Green Coffee Futures Contract, the value of any Relevant FX Forward Contract, or the amount of any Margin;
- (gg) in the definition of **“Retained MDLZ Fixed Plant”**:
- (i) in paragraph (a), the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;
 - (ii) the word “and” was deleted from the end of paragraph (b);
 - (iii) the word “and” as inserted at the end of paragraph (c); and
 - (iv) the following new paragraph (d) was inserted after paragraph (c):
(d) the Greek Line;
- (hh) in the definition of **“Retained MDLZ Machinery”**:
- (i) in paragraph (a), the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;
 - (ii) the word “and” was deleted from the end of paragraph (b);
 - (iii) the word “and” as inserted at the end of paragraph (c); and
 - (iv) the following new paragraph (d) was inserted after paragraph (c):
(d) the Greek Line;
- (ii) in paragraph (a) of the definition of **“Retained MDLZ Office Equipment”**, the words “Shared MDLZ Leased Property” were replaced with the words “Shared MDLZ Owned Property”;
- (jj) in the definition of **“Retained MDLZ Properties”**:
- (i) the words “, subject to the provisions of schedule 13 in relation to such properties” were deleted; and

- (ii) in paragraph (e), the words “but excluding the Sweden Office” were inserted after the words “at Closing”;
- (kk) the whole of the definition of “**Shared MDLZ Leased Properties**” was deleted and replaced with:
“**Shared MDLZ Owned Properties**” means the freehold property listed under “Shared MDLZ Owned Properties” in part B of schedule 1, excluding the Retained MDLZ Properties;
- (ll) the following new definition was added:
“**Sweden Office**” means the office facilities that are, immediately prior to Closing, owned by Mondelez Sverige Kaffe AB at Gaevle Alderholmen, Sweden and which are not exclusively used in the MDLZ Business at Closing;
- (mm) in the definition of “**Tassimo Agreement**” the words “, as amended” were inserted after the words “Kraft Foods Group, Inc.”;
- (nn) in the definition of “**Transitional Services Agreement**”, the words “the Company” were replaced with the words “Charger OpCo”; and
- (oo) the following new definition was added:
“**VAT Asset Tax Liability**” has the meaning given in the Global Tax Matters Agreement;

3. FURTHER AMENDMENTS TO THE GLOBAL CONTRIBUTION AGREEMENT

3.1 The parties hereby agree that, with effect from the date of this Agreement, the Global Contribution Agreement shall be amended as follows:

3.1.1 In new clause 17.16:

- (a) the word “issues” is replaced with the word “issued”; and
- (b) the word “with” is inserted after the word “together”.

3.1.2 In new paragraph 16 of part D of schedule 5:

- (a) in paragraph 16.2, the word “as” is inserted after the word “explanations”; and
- (b) in the last paragraph, a bracket was inserted after the words “particular jurisdiction”.

3.1.3 In schedule 17:

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- (a) in the row in the table entitled “Clause 8.5 (*Closing*)”, an underlined bracket is inserted after the first occurrence of the words “if applicable”; and
- (b) all the square brackets around clause, paragraph, part and schedule numbers in the table are deleted.

3.1.4 In the definition of “**MDLZ Working Capital**”, a comma is inserted after the words “Relevant Hedging Amounts”.

4. **GENERAL**

Clauses 33, 34, 35 and 36 of the Global Contribution Agreement shall apply to this agreement *mutatis mutandis*.

EXECUTED by the parties

Signed by Jonas Bruzas)	
for and on behalf of)	/s/ Jonas Bruzas
MONDELÉZ INTERNATIONAL)	
HOLDINGS LLC)	
Signed by Joachim Creus)	
for and on behalf of)	/s/ Joachim Creus
ACORN HOLDINGS B.V.)	Authorized Representative
Signed by P. Laubies)	
for and on behalf of)	/s/ P. Laubies
JACOBS DOUWE EGBERTS B.V.)	
Signed by L. Burgers)	
for and on behalf of)	/s/ L. Burgers
JACOBS DOUWE EGBERTS)	
INTERNATIONAL B.V.)	

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DELTA CHARGER HOLDCO B.V.

AND

MONDELEZ COFFEE HOLDCO B.V.

AND

JACOBS DOUWE EGBERTS B.V.

AMENDMENT AGREEMENT TO
SHAREHOLDERS' AGREEMENT
RELATING TO JACOBS DOUWE EGBERTS B.V.

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AMONG:

- (1) **DELTA CHARGER HOLDCO B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands and with registered number 60550651 ("**Oak**");
- (2) **MONDELEZ COFFEE HOLDCO B.V.**, a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansparakelijkheid*), having its official seat in Oosterhout, the Netherlands, and its office address at Wilhelminakanaal Zuid 110, 4903 RA Oosterhout, the Netherlands, registered in the Dutch Commercial Register under number 62773178 ("**MDLZ**"); and
- (3) **JACOBS DOUWE EGBERTS B.V. (formerly Charger Top HoldCo B.V.)**, a private company with limited liability incorporated under the laws of the Netherlands, with its registered office at Oosterdoksstraat 80, 1011 DK Amsterdam, the Netherlands and with registered number 60612568 (the "**Company**").

INTRODUCTION:

- (A) On 7 May 2014, Oak, Mondelez International Holdings LLC ("**MDLZ International**") and the Company entered into the shareholders agreement (the "**Shareholders' Agreement**").
- (B) On 30 June 2015, the parties agreed to novate all MDLZ International's rights and obligations under the Shareholders' Agreement to MDLZ.
- (C) On 2 July 2015, the parties agreed to amendments to the Shareholders' Agreement.
- (D) The parties now wish to set out those detailed amendments in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Unless otherwise set out in this Agreement (or if the context otherwise requires), the interpretation provisions set out in schedule 14 of the Shareholders' Agreement shall apply to this Agreement *mutatis mutandis*.
- 1.2 A reference to a clause, part, paragraph or schedule, unless the context otherwise requires, is a reference to a clause, part or paragraph of, or schedule to, the Shareholders' Agreement

2. AMENDMENTS TO THE SHAREHOLDERS' AGREEMENT

- 2.1 The parties confirm that, on 30 June 2015, MDLZ replaced MDLZ International as a party to the Shareholders' Agreement.
- 2.2 The parties confirm that the Shareholders' Agreement was amended on 2 July 2015, with immediate effect, as follows:

2.2.1 In clause 2.1.1:

- (a) the words “chocolate beverages” were capitalized and revised as “Chocolate Beverages” in paragraph (b)(iii);
- (b) the word “and” was deleted from the end of clause 2.1.1(b); and
- (c) the following paragraph was inserted after clause 2.1.1, paragraph (b):

(c) *the marketing and sales of (x) Chocolate Beverages, chocolate ingredients for Coffee Beverages and ingredients for a limited portfolio of non coffee beverages (milk powders or milk concentrates, and juice powders or juice concentrates whether or not sold simultaneously with coffee) offered in conjunction with Coffee Beverages as an ancillary offering to the main coffee portfolio, in each case only intended for use in out of home coffee machines and (y) other non coffee products which complement the coffee out of home coffee portfolio (sugar, milk and chocolate powder in single portioned sticks/containers, single wrapped cookies, single wrapped chocolate and stir sticks) as an ancillary offering to Coffee Beverages dispensed through coffee machines (which include machines that dispense other beverages as long as coffee is in the main offering) in the out of home distribution channel only. For the avoidance of doubt, it is not intended that chocolate, Chocolate Beverages or such other non coffee products will form part of the Business other than in the limited circumstances set out in paragraph (b)(iii) and this paragraph (c); and*

2.2.2 In clause 3.2:

- (a) the words “Subject to clause 3.2.7, the” were inserted at the beginning of clause 3.2.4; and
- (b) The following new clause was inserted after clause 3.2.6:

3.2.7 *With effect from Closing, until the earlier of (i) Anna-Lena Kamenetzky ceasing to be a Director and (ii) the appointment of a new CFO (the “Term”), Anna-Lena Kamenetzky shall serve as a non executive Director (but not, for the avoidance of doubt an A Director or a Management Director) in place of the CFO named in Schedule 5. At the end of the Term, the B Shareholder shall be entitled to require that the CFO named in Schedule 5 or the new CFO (as the case may be) be appointed to act as a Management Director.*

2.2.3 In clause 3.7:

- (a) the words “repayment of reasonable expenses incurred in relation to the performance of their duties as Directors and, if so determined by

the Board, to” were inserted after the words “The Directors shall be entitled to receive”;

(b) the words “and to repayment of reasonable expenses but otherwise shall not” were deleted; and

(c) the words “For the avoidance of doubt, the Board can only decide to pay director’s fees to all Directors or to no Directors. Directors shall not otherwise” were inserted at the beginning of the final sentence of the clause.

2.2.4 In clause 14.3.5, the words “and its” were replaced with the words “and Caribou Coffee Company, Inc. and their respective”.

2.2.5 In clause 14.3.7, the word “and” was deleted from the end of the clause.

2.2.6 The following new clause 14.3.8 was inserted after clause 14.3.7:

*14.3.8 in the case of MDLZ and its Affiliates, for a period of [* * *] months from Closing, conducting the Royal Tea Blend business in Costa Rica and Nicaragua; and*

2.2.7 In clause 28.2.1, the words “other than by or on behalf of a Shareholder holding only Management Equity” were inserted at the end of the clause.

2.2.8 In clause 30.3, the notice details for The Company were replaced with the following:

Name of party	Address	Fax No.	Email	Marked for the attention of
The Company	Oosterdokstraat 80, 1011 DK Amsterdam, The Netherlands	N/A	[* * *]	[* * *]

with a copy to:

Oak and MDLZ

2.2.9 In schedule 3, the Board Composition at Closing was updated as follows:

(a) David Breaton, Gerhard Pleuhs and Hubert Weber were added as B Directors;

(b) Anna-Lena Kamenetzky was added as a Director; and

(c) Michel Cup was removed as a Management Director.

2.2.10 In schedule 4, the initial composition of the Audit Committee was revised to replace Alexandre Van Damme with Alejandro Santo Domingo.

2.2.11 In schedule 5:

- (a) Fabien Simon replaced Michel Cup as CFO;
- (b) Jan van Bon's title was changed to "Head Europe Region";
- (c) the position of "Head Europe Region II" was deleted;
- (d) the title of the position of "Head of AsiaPac Region" was changed to "Head of LAPAC" and the person to fill that position is "TBC";
- (e) Luc Volatier was inserted as the Head of Supply Chain and Operations;
- (f) the position of PMI/Strategy was deleted;
- (g) Bernd Dreymueller was inserted as the Chief Counsel/Corporate Secretary; and
- (h) all of the asterisks were deleted and the both notes at the end of the schedule (to which the asterisks corresponded) were deleted.

2.2.12 In clause 1.1 of schedule 11:

- (a) the words "The initial Strategic Plan will be" were replaced with the words "A preliminary, high level only, recommendation in the form attached has been" at the beginning of the clause; and
- (b) the words "After Closing" were replaced with the words "The first full Strategic Plan will be presented to the Board for approval prior to 31 December 2015. Thereafter".

2.2.13 In clause 2.1 of schedule 11:

- (a) the words "The initial Annual Contract will be" were replaced with the words "A preliminary, high level only, recommendation has been" in the first sentence;
- (b) the words "in the form attached" were inserted at the end of the first sentence;
- (c) the sentence "The first full Annual Contract with respect to 2016 will be presented to the Board for approval prior to 31 December 2015." was added after the first sentence;
- (d) the words "After Closing" were replaced with the word "Thereafter" in the final sentence.

2.2.14 In schedule 14:

- (a) the following new definition was added:
"Chocolate Beverages" means beverages which contain chocolate and/or cocoa as the main and/or predominant ingredient and/or flavour;

- (b) the whole of the definition of “**Director**” was deleted and replaced with:
“**Director**” means a director of the Company appointed in accordance with clause 3.2;
- (c) in the definition of “**Shareholder Group Entity**” the words “unless otherwise provided in the Deed of Adherence entered into by such Shareholder” were inserted at the end of the definition; and
- (d) the following new definition was added:
“**Term**” has the meaning set out in clause 3.2.7;

3. GENERAL

Clauses 31, 32, 33 and 34 of the Shareholders’ Agreement shall apply to this agreement *mutatis mutandis*.

EXECUTED by the parties

Signed by L. Burgers)
for and on behalf of) /s/ L. Burgers
DELTA CHARGER HOLDCO B.V.)

Signed by A.J.H. Andries/P. J. Merkus)
for and on behalf of) /s/ A.J.H. Andries /s/ P. J. Merkus
MONDELEZ COFFEE HOLDCO B.V.)

Signed by P. Laubies)
for and on behalf of) /s/ P. Laubies
JACOBS DOUWE EGBERTS B.V.)

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Mondelēz International, Inc. and Subsidiaries
Computation of Ratio of Earnings to Fixed Charges
(in millions of U.S. dollars, except ratio)

	For the Three Months Ended June 30, 2015	For the Six Months Ended June 30, 2015
Earnings before income taxes	\$ 527	\$ 952
Add / (Deduct):		
Equity in net earnings of less than 50% owned affiliates	(30)	(56)
Dividends from less than 50% owned affiliates	3	58
Fixed charges	204	441
Interest capitalized, net of amortization	(1)	(3)
Earnings available for fixed charges	<u>\$ 703</u>	<u>\$ 1,392</u>
Fixed charges:		
Interest incurred:		
Interest expense	\$ 177	\$ 386
Capitalized interest	<u>1</u>	<u>3</u>
	178	389
Portion of rent expense deemed to represent interest factor	<u>26</u>	<u>52</u>
Fixed charges	<u>\$ 204</u>	<u>\$ 441</u>
Ratio of earnings to fixed charges	<u>3.4</u>	<u>3.2</u>

Certifications

I, Irene B. Rosenfeld, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mondelēz International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2015

/s/ Irene B. Rosenfeld
Irene B. Rosenfeld
Chairman and Chief Executive Officer

Certifications

I, Brian T. Gladden, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mondelēz International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2015

/s/ Brian T. Gladden
Brian T. Gladden
Executive Vice President and
Chief Financial Officer

**CERTIFICATIONS OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Irene B. Rosenfeld, Chairman and Chief Executive Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Quarterly Report on Form 10-Q fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/s/ Irene B. Rosenfeld

Irene B. Rosenfeld
Chairman and Chief Executive Officer
July 31, 2015

I, Brian T. Gladden, Executive Vice President and Chief Financial Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Quarterly Report on Form 10-Q fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/s/ Brian T. Gladden

Brian T. Gladden
Executive Vice President and
Chief Financial Officer
July 31, 2015

A signed original of these written statements required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Mondelēz International, Inc. and will be retained by Mondelēz International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.