
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 2, 2001

KRAFT FOODS INC.
(Exact name of registrant as specified in its charter)

Virginia (State or other jurisdiction of incorporation)	001-16483 (Commission File Number)	52-2284372 (I.R.S. Employer Identification No.)
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Three Lakes Drive, Northfield, Illinois (Address of principal executive offices)	60093-2753 (Zip Code)
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Registrant's telephone number, including area code: (847) 646-2000

(Former name or former address, if changed since last report.)

Item 5. Other Events.

Kraft Foods Inc. (the "Company") has filed with the Securities and Exchange Commission (the "Commission") a Prospectus dated August 30, 2001 and a Prospectus Supplement dated October 30, 2001 (Registration No. 333-67770) in connection with the public offering of \$1,250,000,000 4 5/8% Notes due 2006, \$2,000,000,000 5 5/8% Notes due 2011 and \$750,000,000 6 1/2% Notes due 2031 (collectively, the "Notes"). The purpose of this Current Report on Form 8-K (the "Report") is to file with the Commission the Terms Agreement and certain other documents related to such offering.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits. The following documents are filed as part of this Report.

(c) Exhibits.

EXHIBIT NO. -----	DESCRIPTION -----
1	Terms Agreement dated as of October 30, 2001
4.1(a)	Specimen of 5 5/8% Note due 2011
4.1(b)	Terms of Notes Schedule
12	Statement regarding computation of ratios of earnings to fixed changes

SIGNATURES

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

KRAFT FOODS INC.

By: /s/ James P. Dollive

Name: James P. Dollive
Title: Senior Vice President and
Chief Financial Officer

Date: November 2, 2001

INDEX TO EXHIBITS

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KRAFT FOODS INC.
("Company")

DEBT SECURITIES

TERMS AGREEMENT

October 30, 2001

To: The Representatives of the Underwriters identified herein

Dear Sirs:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Underwriting Agreement dated September 1, 2001 and filed as an exhibit to the Company's registration statement on Form S-3 (No. 333-67770) relating to debt securities and warrants to purchase debt securities (the "UNDERWRITING AGREEMENT"), the following securities (the "OFFERED SECURITIES") on the following terms:

OFFERED SECURITIES

TITLE:

4 5/8% Notes due 2006 (the "2006 Notes").

5 5/8% Notes due 2011 (the "2011 Notes").

6 1/2% Notes due 2031 (the "2031 Notes;" and collectively with the 2006 Notes and the 2011 Notes, the "Notes").

PRINCIPAL AMOUNT:

In the case of the 2006 Notes, \$1,250,000,000.

In the case of the 2011 Notes, \$2,000,000,000.

In the case of the 2031 Notes, \$750,000,000.

INTEREST:

In the case of the 2006 Notes, 4 5/8% per annum, from November 2, 2001, payable semiannually on May 1 and November 1, commencing May 1, 2002, to holders of record on the preceding April 15 or October 15, as the case may be.

In the case of the 2011 Notes, 5 5/8% per annum, from November 2, 2001, payable semiannually on May 1 and November 1, commencing May 1, 2002, to holders of record on the preceding April 15 or October 15, as the case may be.

In the case of the 2031 Notes, 6 1/2% per annum, from November 2, 2001, payable semiannually on May 1 and November 1, commencing May 1, 2002, to holders of record on the preceding April 15 or October 15, as the case may be.

MATURITY:

In the case of the 2006 Notes, November 1, 2006.

In the case of the 2011 Notes, November 1, 2011.

In the case of the 2031 Notes, November 1, 2031.

CURRENCY OF DENOMINATION:

United States Dollars (\$).

CURRENCY OF PAYMENT:

United States Dollars (\$).

FORM AND DENOMINATION:

Book-entry form only represented by one or more global securities deposited with The Depository Trust Company or its designated custodian, in denominations of \$1,000 and \$1,000 integral multiples thereof.

OVERSEAS PAYMENT AND TRANSFER AGENTS:

Luxembourg Paying Agent: Chase Manhattan Bank Luxembourg S.A.

OPTIONAL REDEMPTION:

Other than as set forth in the next sentence, the Notes may not be redeemed prior to maturity. The Company may, at its option, redeem the Notes in whole, but not in part, as set forth under the caption "Description of Notes -- Redemption for Tax Reasons" in the prospectus supplement dated the date hereof relating to the Notes.

CONVERSION PROVISIONS:

None.

SINKING FUND:

None.

LISTING:

Application has been made to list the Notes on The Luxembourg Stock Exchange.

DELAYED DELIVERY CONTRACTS:

None.

PAYMENT OF ADDITIONAL AMOUNTS:

Section 1010 of the Indenture shall be applicable to the Notes, except that the term "Holder," when used in Section 1010 of the Indenture, shall mean the beneficial owner of a Note or any person holding on behalf or for the account of the beneficial owner of a Note.

PURCHASE PRICE:

In the case of the 2006 Notes, 99.500% of principal amount of the 2006 Notes, plus accrued interest, if any, from November 2, 2001.

In the case of the 2011 Notes, 99.497% of principal amount of the 2011 Notes, plus accrued interest, if any, from November 2, 2001.

In the case of the 2031 Notes, 98.550% of principal amount of the 2031 Notes, plus accrued interest, if any, from November 2, 2001.

EXPECTED REOFFERING PRICE:

In the case of the 2006 Notes, 99.850% of principal amount.

In the case of the 2011 Notes, 99.947% of principal amount.

In the case of the 2031 Notes, 99.425% of principal amount.

ADDITIONAL AGREEMENTS OF THE COMPANY:

The Company hereby agrees to use its reasonable best efforts to have the Notes listed, as soon as practicable, and maintained on the Luxembourg Stock Exchange in accordance with its rules.

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE COMPANY:

The Company hereby represents and warrants and agrees with each Underwriter that the documents incorporated by reference in the Registration Statement and the Prospectus on or before the Closing Date, when they were or are filed with the Commission, conformed or will conform, as the case may be, in all material respects to the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

ADDITIONAL CLOSING CONDITIONS:

It shall be a condition to the obligations of the several Underwriters to purchase and pay for the Offered Securities that the opinion of counsel referred to in Section 5(d) of the Underwriting Agreement shall include an opinion substantially to the effect of the immediately preceding paragraph.

OTHER MATTERS

CLOSING:

10:00 A.M. on November 2, 2001, at the offices of Hunton & Williams, 200 Park Avenue, New York, New York 10166, in Federal (same day) funds.

SETTLEMENT AND TRADING:

Book-Entry Only via DTC.

NAMES AND ADDRESSES OF THE REPRESENTATIVES:

J.P. Morgan Securities Inc.
270 Park Avenue

New York, New York 10017

Lehman Brothers Inc.
101 Hudson Street
Jersey City, New Jersey 07302

NAMES AND ADDRESSES OF THE LEAD UNDERWRITERS:

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

Lehman Brothers Inc.
101 Hudson Street
Jersey City, New Jersey 07302

SELLING RESTRICTIONS:

- (A) Each Underwriter hereby severally represents and agrees that it has not offered, sold or delivered and it will not offer, sell or deliver, directly or indirectly, any of the Notes or distribute the Prospectus, including the preliminary prospectus supplement or prospectus supplement, as the case may be, or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with the applicable laws and regulations thereof and that will not impose any obligation on the Company except as set forth in the Underwriting Agreement and herein.
- (B) Each Underwriter hereby severally represents and agrees that:
- (1) with respect to Notes which have a maturity of one year or more, it and each of its affiliates have not offered or sold and will not offer or sell any such Notes to persons in the United Kingdom prior to the expiry of the period of six months from the issue date of such Notes except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;
 - (2) it and each of its affiliates have complied and will comply with all applicable provisions of the Financial Services Act 1986 (the "Financial Services Act") (and, after they come into force, all applicable provisions of the Financial Services and Markets Act 2000 (the "FSMA")) with

respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom; and

- (3) it and each of its affiliates have only issued or passed on and will only issue or pass on, in the United Kingdom, before the repeal of Section 57 of the Financial Services Act, any document received by it in connection with the issue of such Notes to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 or is a person to whom such document may otherwise lawfully be issued or passed on. After the repeal of Section 57 of the Financial Services Act it and each of its affiliates will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company.

(C) Each Underwriter hereby severally represents and agrees that:

- (1) it and each of its affiliates have not offered or sold and will not offer or sell, directly or indirectly, in Hong Kong by means of any document, any Notes other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Chap. 32) of Hong Kong; and
- (2) it and each of its affiliates have not issued and will not issue, directly or indirectly, any invitation or advertisement relating to the Notes in Hong Kong, except if permitted to do so under the securities laws of Hong Kong, other than with respect to Notes intended to be disposed of to persons outside Hong Kong or to be disposed of in Hong Kong only to persons whose business involves the acquisition, disposal or holding of securities, whether as principal or agent.

(D) Each Underwriter hereby severally represents and agrees that it and each of its affiliates have not offered or sold, and will not offer or sell, any Notes nor will it circulate or distribute any offering document or material relating to the Notes, directly or indirectly, to the public or any member of the public in Singapore other than (i) to an institutional investor or other person specified in Section 106C of the Companies Act, Chapter 50 of Singapore (the "Singapore Companies Act"); (ii) to a sophisticated investor specified in Section 106D of the Singapore Companies Act; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Singapore Companies Act.

- (E) Each Underwriter hereby severally represents and agrees that with respect to Germany, no selling prospectus (Verkaufsprospekt) within the meaning of the German Securities Sales Prospectus Act (Wertpapier-Verkaufprospektgesetz) of December 13, 1990 (as amended) has been and will be registered or published in respect of the Notes within the Federal Republic; and it and each of its affiliates have not offered or sold and will not offer and sell any Notes in the Federal Republic otherwise than in accordance with the provisions of the German Securities Sales Prospectus Act.
- (F) Each Underwriter hereby severally represents and agrees that (a) it and each of its affiliates have not offered or sold and will not offer or sell, directly or indirectly, any of the Notes to the public in the Republic of France, (b) it and each of its affiliates have not distributed and will not distribute or cause to be distributed in the Republic of France the prospectus supplement or any other offering material relating to the Notes, except (i) to qualified investors (investisseurs qualifiés) or (ii) a restricted group of investors (cercle restreint d'investisseurs), all as defined in article L. 411-2 of the Code monétaire et financier, in Decret no. 98-880 dated 1st October, 1998 and in Regulation no. 98-09 of the Commission des Opérations de Bourse, and (c) offers and sales of Notes will be made in the Republic of France only to such qualified investors or restricted group of investors.
- (G) Each Underwriter hereby severally represents and agrees that it and each of its affiliates have not offered or sold and will not offer or sell, directly or indirectly, any of the Notes, in or to residents of Japan or to any person for re-offering or re-sale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of the Securities and Exchange Law available thereunder and in compliance with the other relevant laws of Japan.
- (H) Each Underwriter hereby severally represents and agrees that it and each of its affiliates have not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell in The Netherlands any Notes other than to persons who trade or invest in securities in the conduct of a profession or business (which include banks, stockbrokers, insurance companies, pension funds, other institutional investors and finance companies and treasury departments of large enterprises).
- (I) Each Underwriter hereby severally represents and agrees that the distribution of the Notes in Canada is being made on a private placement basis in the provinces of Ontario and British Columbia only, exempt from the requirement that the Company prepare and file a prospectus with the applicable securities regulatory authorities and exempt from applicable dealer registration requirements. Each Underwriter also hereby severally represents and agrees that sales of the Notes to residents of the province of Ontario, Canada, will be made only by dealers that are

registered in Ontario, Canada, and will not be made directly by a United States dealer unless such dealer is appropriately registered in Ontario.

The respective principal amounts of the Offered Securities to be severally purchased by each of the Underwriters are set forth opposite their names in Schedule A hereto.

The provisions of the Underwriting Agreement are incorporated herein by reference, except that (i) Section 4(h) thereof is hereby amended with respect to the Offered Securities by inserting the following immediately before the "." at the end thereof:

" , for any costs and expenses incurred in printing the Prospectus, including the preliminary prospectus supplement or prospectus supplement, as the case may be, for any fees and expenses of the Trustee, Chase Manhattan Bank Luxembourg S.A. (the "Luxembourg Paying Agent") and Banque Generale du Luxembourg (the "Listing Agent"), for any fees and expenses incurred in connection with the listing of the Notes on the Luxembourg Stock Exchange, for the reasonable fees and disbursements of counsel for the Trustee, for all fees and disbursements of counsel and accountants to the Company and for all reasonable fees and disbursements of counsel to the Underwriters and all other reasonable out-of-pocket costs and expenses of the Underwriters; provided, however, that with respect to the reasonable fees and disbursements of counsel to the Underwriters and all other reasonable out-of-pocket costs and expenses of the Underwriters, the costs and expenses incurred in printing and distributing the Prospectus, including the preliminary prospectus supplement or prospectus supplement, as the case may be, the fees of the Listing Agent and the listing fees incurred in connection with the listing of the Notes on the Luxembourg Stock Exchange, the Company shall only be required to pay an aggregate amount not to exceed \$125,000"

and (ii) Section 5(c) (iii) thereof is hereby amended and restated in its entirety with respect to the Offered Securities as follows:

"(iii) any material suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any material disruption in commercial banking or securities settlement or clearance services, or any setting of minimum prices for trading any securities of the Company on the New York Stock Exchange, or any suspension of trading of any securities of the Company on the New York Stock Exchange;"

The Offered Securities will be made available for checking and packaging at the office of Hunton & Williams, 200 Park Avenue, New York, New York 10166, at least 24 hours prior to the Closing Date.

For purposes of Section 6 of the Underwriting Agreement, the only information furnished to the Company by the Underwriters for use in the Prospectus consists of the following information in the Prospectus: the concession and reallowance figures appearing in the third paragraph under the caption "Underwriting" in the prospectus supplement and the information

contained in the fifth, sixth and eleventh paragraphs under the caption "Underwriting" in the prospectus supplement.

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

Very truly yours,

KRAFT FOODS INC.

By: /s/ James P. Dollive

Name: James P. Dollive
Title: Senior Vice President and
Chief Financial Officer

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

J.P. MORGAN SECURITIES INC.

By: /s/ Robert Nordlinger

Name: Robert Nordlinger
Title: Vice President

LEHMAN BROTHERS INC.

By: /s/ Martin Goldberg

Name: Martin Goldberg
Title: Senior Vice President

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

SCHEDULE A

UNDERWRITER -----	PRINCIPAL AMOUNT OF 4 5/8% NOTES DUE 2006 -----	PRINCIPAL AMOUNT OF 5 5/8% NOTES DUE 2011 -----	PRINCIPAL AMOUNT OF 6 1/2% NOTES DUE 2031 -----
J.P. Morgan Securities Inc.	\$450,000,000	\$720,000,000	\$270,000,000
Lehman Brothers Inc.	450,000,000	720,000,000	270,000,000
ABN AMRO Incorporated	50,000,000	80,000,000	30,000,000
BNP Paribas Securities Corp.	50,000,000	80,000,000	30,000,000
Deutsche Banc Alex. Brown, Inc.	50,000,000	80,000,000	30,000,000
HSBC Securities (USA) Inc.	50,000,000	80,000,000	30,000,000
Salomon Smith Barney Inc.	50,000,000	80,000,000	30,000,000
SG Cowen Securities Corporation	50,000,000	80,000,000	30,000,000
Banc One Capital Markets, Inc.	12,500,000	20,000,000	7,500,000
Ormes Capital Markets, Inc.	12,500,000	20,000,000	7,500,000
Muriel Siebert & Co., Inc.	12,500,000	20,000,000	7,500,000
The Williams Capital Group, L.P.	12,500,000	20,000,000	7,500,000
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Total.....	\$1,250,000,000 =====	\$2,000,000,000 =====	\$750,000,000 =====

REGISTERED
No. 1

KRAFT FOODS INC.

5 5/8% NOTE DUE 2011

representing

\$400,000,000

CUSIP No. 50075N AB 0

ISIN No. US50075NAB01

Common Code No. 13845298

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TRUST COMPANY (THE "DEPOSITARY") TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

KRAFT FOODS INC., a Virginia corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of \$400,000,000 on November 1, 2011, and to pay interest thereon from November 2, 2001 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 1 and November 1 in each year, commencing May 1, 2002, at the rate of 5 5/8% per annum until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so

punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear on the Securities Register or by wire transfer to an account maintained by the payee at a bank located in the United States. All payments of principal and interest in respect of this Note will be made by the Company in immediately available funds.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, KRAFT FOODS INC. has caused this instrument to be duly executed under its corporate seal.

Dated: November 2, 2001

KRAFT FOODS INC.

By: /s/ James P. Dollive

Name: James P. Dollive
Title: Senior Vice President and
Chief Financial Officer

[SEAL]

Attest:

By: /s/ Edward J. Moy

Name: Edward J. Moy
Title: Assistant Secretary

CERTIFICATE OF AUTHENTICATION

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

THE CHASE MANHATTAN BANK,
as Trustee

By: /s/ Robert S. Peschler

Authorized Officer

(Reverse of Note)

KRAFT FOODS INC.

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, which series is initially issued in the aggregate principal amount of \$2,000,000,000, all such Securities issued and to be issued under an Indenture dated as of October 17, 2001 between the Company and The Chase Manhattan Bank, as Trustee (herein called the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated therein as 5 5/8% Notes due 2011 (the "Notes").

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price and issue date. Any additional notes having such similar terms, together with the Notes, will constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

Section 1010 of the Indenture shall be applicable to the Notes, except that the term "Holder," when used in Section 1010 of the Indenture, shall mean the beneficial owner of a Note or any person holding on behalf or for the account of the beneficial owner of a Note.

The Indenture contains provisions for defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

If an Event of Default (other than an Event of Default described in Section 501(4) or 501(5) of the Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(4) or 501(5) occurs with respect to the Company, all of the unpaid principal amount and accrued interest then outstanding shall ipso facto become and be immediately due and payable in the manner with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the

rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Borough of Manhattan, The City of New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$1,000 and any multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

Certain of the Company's obligations under the Indenture with respect to Notes, may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on all Notes, as provided in the Indenture.

This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including
zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and
appointing

----- Attorney
to transfer the said Note on the books of Kraft Foods Inc. with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment
must correspond with the name as
it appears upon the face of the
within Note in every particular,
without alteration or enlargement
or any change whatever.

Kraft Foods Inc.

Terms of Notes Schedule
(material details)

The Company issued four (4) 4 5/8% Notes with an aggregate principal amount of \$1,250,000,000, five (5) 5 5/8% Notes with an aggregate principal amount of \$2,000,000,000 and two (2) 6 1/2% Notes with an aggregate principal amount of \$750,000,000. One of the Notes is filed as Exhibit 4.1(a) hereto.

The material details of the Notes are set forth below:

Quantity of Notes -----	Tranche -----	Principal Amount -----	ISIN -----	CUSIP -----	Common Code No. -----
4	4 5/8% Notes due 2006	1. \$ 400,000,000	US50075NAA28	50075N AA 2	13845263
		2. 400,000,000			
		3. 400,000,000			
		4. 50,000,000			
		Total: \$1,250,000,000			
5	5 5/8% Notes due 2011	1. \$ 400,000,000	US50075NAB01	50075N AB 0	13845298
		2. 400,000,000			
		3. 400,000,000			
		4. 400,000,000			
		5. 400,000,000			
Total: \$2,000,000,000					
2	6 1/2% Notes due 2031	1. \$ 400,000,000	US50075NAC83	50075N AC 8	13845310
		2. 350,000,000			
Total:		\$ 750,000,000			

KRAFT FOODS INC. AND SUBSIDIARIES
 Computation of Ratios of Earnings to Fixed Charges
 (in millions of dollars)

	Nine Months Ended September 30, 2001 -----	Three Months Ended September 30, 2001 -----
Earnings before income taxes	\$ 2,444	\$ 920
Add (Deduct):		
Equity in net earnings of less than 50% owned affiliates	(22)	(8)
Dividends from less than 50% owned affiliates	20	1
Fixed charges	1,302	295
Interest capitalized, net of amortization	(3)	(2)
	-----	-----
Earnings available for fixed charges	\$ 3,741 =====	\$ 1,206 =====
Fixed charges:		
Interest incurred:		
Interest expense	\$ 1,201	\$ 261
Capitalized interest	5	2
	-----	-----
	1,206	263
Portion of rent expense deemed to represent interest factor	96	32
	-----	-----
Fixed charges	\$ 1,302 =====	\$ 295 =====
Ratio of earnings to fixed charges	2.9 =====	4.1 =====

KRAFT FOODS INC. AND SUBSIDIARIES
 Computation of Ratios of Earnings to Fixed Charges
 (in millions of dollars)

	Years Ended December 31,				
	2000	1999	1998	1997	1996
Earnings before income taxes	\$ 3,415	\$ 3,040	\$ 2,999	\$ 3,083	\$ 2,756
Add (Deduct):					
Equity in net earnings of less than 50% owned affiliates	(50)	(51)	(28)	(28)	(42)
Dividends from less than 50% owned affiliates	12	10	9	10	6
Fixed charges	710	646	638	593	639
Interest capitalized, net of amortization	--	(2)	(1)	(3)	(4)
	-----	-----	-----	-----	-----
Earnings available for fixed charges	\$ 4,087	\$ 3,643	\$ 3,617	\$ 3,655	\$ 3,355
	=====	=====	=====	=====	=====
Fixed charges:					
Interest incurred:					
Interest expense	\$ 615	\$ 547	\$ 549	\$ 500	\$ 540
Capitalized interest	3	4	3	5	6
	-----	-----	-----	-----	-----
Portion of rent expense deemed to represent interest factor	618	551	552	505	546
	92	95	86	88	93
	-----	-----	-----	-----	-----
Fixed charges	\$ 710	\$ 646	\$ 638	\$ 593	\$ 639
	=====	=====	=====	=====	=====
Ratio of earnings to fixed charges	5.8	5.6	5.7	6.2	5.3
	=====	=====	=====	=====	=====