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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): January 5, 2012

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**KRAFT FOODS INC.**

(Exact name of registrant as specified in its charter)

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

**1-16483**  
(Commission  
File Number)

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

**Three Lakes Drive, Northfield, Illinois**  
(Address of Principal executive offices)

**60093-2753**  
(Zip Code)

**Registrant's Telephone number, including area code: (847) 646-2000**

**Not Applicable**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 8.01. Other Events.

On January 10, 2012, Kraft Foods Inc. issued \$800,000,000 aggregate principal amount of its Floating Rate Notes due 2013 (the "Notes"). The Notes were issued pursuant to an Indenture (the "Indenture") dated as of October 17, 2001, by and between us and Deutsche Bank Trust Company Americas (as successor trustee to The Bank of New York and The Chase Manhattan Bank), as trustee, on the terms and conditions set forth in an Officers' Certificate, dated January 10, 2012 (the "Officers' Certificate"). A copy of the Officers' Certificate is filed as Exhibit 4.1 to this report.

In connection with the issuance of the Notes, on January 5, 2012, we entered into a Terms Agreement (the "Terms Agreement") with Citigroup Global Markets Inc. and RBS Securities Inc., as representatives of the several underwriters named therein (the "Underwriters"), pursuant to which we agreed to issue and sell the Notes to the Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the "Underwriting Agreement") are incorporated by reference into the Terms Agreement. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and a copy of the Terms Agreement is filed as Exhibit 1.2 to this report.

We have filed with the Securities and Exchange Commission (the "SEC") a Prospectus dated February 28, 2011 and a Prospectus Supplement (the "Prospectus Supplement") dated January 5, 2012, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-172488) (the "Registration Statement") in connection with the public offering of the Notes. We are filing the items listed below as exhibits to this Current Report on Form 8-K for the purpose of incorporating them as exhibits to the Registration Statement.

The Notes are subject to certain customary covenants, including limitations on our ability, with significant exceptions, (i) to incur debt secured by liens above a certain threshold, (ii) to engage in certain sale and leaseback transactions above a certain threshold and (iii) to consolidate, merge, convey or transfer our assets substantially as an entirety. In addition, upon public announcement of the record date for the previously announced proposed spin-off of our North American grocery business to our shareholders, we will be required to issue a notice of redemption of all of the Notes at a redemption price equal to 100% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase, as set forth in more detail in the Prospectus Supplement. Upon the occurrence of both (i) a change of control of us and (ii) a downgrade of the Notes below an investment grade rating by each of Moody's Investors Service, Inc., Standard & Poor's Ratings Services and Fitch, Inc. within a specified period, we will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of such Notes, plus accrued and unpaid interest to the date of repurchase as set forth in more detail in the Prospectus Supplement. We may redeem all, but not part, of a series of the Notes upon the occurrence of specified tax events as described in more detail in the Prospectus Supplement. A specimen of the Notes is filed as Exhibit 4.2 to this report.

Interest on the Notes is payable quarterly on January 10, April 10, July 10 and October 10, commencing April 10, 2012, to holders of record at the close of business 15 calendar days before the interest payment date. The Notes will bear interest at a rate per annum of LIBOR (determined as set forth in the Prospectus Supplement) plus 87.5 basis points and will be reset quarterly on January 10, April 10, July 10 and October 10. Interest on the Notes will be computed on the basis of a 360-day year and the actual number of days in each interest payment period.

The Notes will mature on July 10, 2013.

The Notes will be senior unsecured obligations and will rank equally in right of payment with all of our existing and future senior unsecured indebtedness.

In connection with the issuance of the Notes, Gibson, Dunn & Crutcher LLP and Hunton & Williams LLP provided legal opinions which are filed with this report as Exhibits 5.1 and 5.2.

**Item 9.01 Financial Statements and Exhibits.**

(d) List of Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1.1	Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.'s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).
1.2	Terms Agreement among Kraft Foods Inc. and Citigroup Global Markets Inc. and RBS Securities Inc., as representatives of the several underwriters named therein, dated January 5, 2012.
4.1	Officers' Certificate establishing the terms of the Notes, dated January 10, 2012.
4.2	Specimen of Floating Rate Notes due 2013.
5.1	Opinion of Gibson, Dunn & Crutcher LLP, dated January 10, 2012.
5.2	Opinion of Hunton & Williams LLP, dated January 10, 2012.
23.1	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1 hereto).
23.2	Consent of Hunton & Williams LLP (included in Exhibit 5.2 hereto).

**SIGNATURE**

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

Date: January 10, 2012

KRAFT FOODS INC.

**/s/ Carol J. Ward**

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Name: Carol J. Ward

Title: Vice President and Corporate Secretary

## EXHIBIT INDEX

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**KRAFT FOODS INC.**  
**(“Company”)**

**Debt Securities**

**TERMS AGREEMENT**

January 5, 2012

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement filed as an exhibit to the Company’s registration statement on Form S-3, relating to debt securities (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms:

**OFFERED SECURITIES**

**Title:**

Floating Rate Notes due 2013 (the “**Notes**”).

**Principal Amount:**

\$800,000,000 aggregate principal amount of Notes.

**Interest:**

Interest on the Notes is payable quarterly on January 10, April 10, July 10 and October 10 of each year, commencing on April 10, 2012, to persons in whose name a Note is registered at the close of business 15 calendar days before the interest payment date. The Notes will bear interest at a rate per annum of LIBOR (as determined in accordance with the description reflected in the Company’s Prospectus Supplement relating to the Notes dated January 5, 2012 (the “**Prospectus Supplement**”)) plus 87.5 basis points and will be reset quarterly on January 10, April 10, July 10 and October 10.

Interest on the Notes will be computed and paid on the basis of a 360-day year and the actual number of days in each interest payment period.

**Maturity:**

The Notes will mature on July 10, 2013.

**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, including its participants Clearstream or Euroclear, or their respective designated custodian, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

**Change of Control:**

Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the Notes below an investment grade rating by each of Moody's Investors Service, Inc., Standard & Poor's Ratings Services and Fitch, Inc. within a specified period, the Company will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement under the caption "Description of Notes—Change of Control."

**Special Mandatory Redemption:**

Upon the public announcement of the record date for the proposed spin-off of the Company's North American grocery business to its shareholders, the Company will be required to issue a notice of redemption of all of the notes, in accordance with the description included in the Prospectus Supplement under the caption "Description of Notes—Special Mandatory Redemption".

**Redemption for Tax Reasons:**

The Company may redeem all, but not part, of the Notes upon the occurrence of specified tax events described under the caption "Description of Notes—Redemption for Tax Reasons" in the Prospectus Supplement.

**Conversion Provisions:**

None.

**Sinking Fund:**

None.

**Listing:**

None.

**Payment of Additional Amounts:**

In addition, the Company shall pay Additional Amounts to holders as and to the extent set forth under the caption “Description of Notes—Payment of Additional Amounts” in the Prospectus Supplement.

**Purchase Price:**

99.85% of the principal amount of the Notes, plus accrued interest, if any, from January 10, 2012.

**Expected Reoffering Price:**

100% of the principal amount of the Notes, plus accrued interest, if any, from January 10, 2012.

**OTHER MATTERS**

**Closing:**

9:00 a.m., New York City time, on January 10, 2012, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017. Payment for the Notes will be made in Federal (same day) funds.

**Settlement and Trading:**

Book-Entry Only via DTC, Clearstream or Euroclear.

**Names and Addresses of the Representatives and Lead Underwriters:**

Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013

RBS Securities Inc.  
600 Washington Boulevard  
Stamford, Connecticut 06901



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

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

(ii) notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Underwriters shall pay all expenses (including reasonable fees and disbursements of counsel) incurred in connection with qualification of the Offered Securities for sale and any determination of their eligibility for investment under the laws of such jurisdictions as the Representatives reasonably designate; and

(iii) each of Section 6(a) and Section 6(b) of the Underwriting Agreement is hereby amended to replace “directors and officers” in the first sentence thereof with “directors, officers, employees, agents and affiliates”, and Section 6(a) of the Underwriting Agreement is further amended to replace “Underwriter” the fourth and fifth time it appears in such section with “indemnified person.”

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

For purposes of the Underwriting Agreement, the “Applicable Time” shall be 4:15 p.m. (Eastern time) on January 5, 2012.

The Offered Securities will be made available for checking at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, 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 information contained in the fourth, fifth and sixth 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/ Barbara L. Brasier

Name: Barbara L. Brasier

Title: Senior Vice President and Treasurer

*[Signature Page to Terms Agreement]*

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

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski  
Name: Brian D. Bednarski  
Title: Managing Director

RBS SECURITIES INC.

By: /s/ Moshe Tomkiewicz  
Name: Moshe Tomkiewicz  
Title: Managing Director

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

*[Signature Page to Terms Agreement]*

**SCHEDULE A**

<u>Underwriter</u>	<b>\$800,000,000 Principal Amount of Floating Rate Notes due 2013</b>
Citigroup Global Markets Inc.	\$ 112,000,000.00
RBS Securities Inc.	\$ 112,000,000.00
Barclays Capital Inc.	\$ 112,000,000.00
Goldman, Sachs & Co.	\$ 112,000,000.00
J.P. Morgan Securities LLC	\$ 112,000,000.00
BNP Paribas Securities Corp.	\$ 24,000,000.00
Credit Suisse Securities (USA) LLC	\$ 24,000,000.00
Deutsche Bank Securities Inc.	\$ 24,000,000.00
HSBC Securities (USA) Inc.	\$ 24,000,000.00
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$ 24,000,000.00
SG Americas Securities, LLC	\$ 24,000,000.00
UBS Securities LLC	\$ 24,000,000.00
Mitsubishi UFJ Securities (USA), Inc.	\$ 18,000,000.00
Mizuho Securities USA Inc.	\$ 18,000,000.00
Scotia Capital (USA) Inc.	\$ 18,000,000.00
Wells Fargo Securities, LLC	\$ 18,000,000.00
<b>Total</b>	<b>\$800,000,000.00</b>

**KRAFT FOODS INC.**  
**OFFICERS' CERTIFICATE**

**January 10, 2012**

Reference is made to Section 301 of the Indenture dated as of October 17, 2001, by and between Kraft Foods Inc., a Virginia corporation (the "Company") and Deutsche Bank Trust Company Americas (as successor to The Bank of New York, as successor to The Chase Manhattan Bank), as Trustee (the "Indenture"), and the Terms Agreement dated January 5, 2012 (the "Terms Agreement"), which incorporates the Amended and Restated Underwriting Agreement dated February 28, 2011 (the "Underwriting Agreement"), by and among the Company and Citigroup Global Markets Inc. and RBS Securities Inc., as representatives of the Underwriters named therein, relating to the offer and sale by the Company of \$800,000,000 aggregate principal amount of its Floating Rate Notes due 2013. Capitalized terms used but not otherwise defined herein shall have the respective meanings given such terms in the Indenture, the Underwriting Agreement or the Terms Agreement, as the case may be. The undersigned Executive Vice President and Chief Financial Officer, in the case of David A. Brearton, and Vice President and Corporate Secretary, in the case of Carol J. Ward, of the Company, hereby certify that the Senior Vice President and Treasurer has authorized the issue and sale of the Notes by the Company, and, in connection with such issue, has determined, approved or appointed, as the case may be, the following:

- (a) Title: Floating Rate Notes due 2013 (the "Notes").
- (b) Principal Amount: \$800,000,000 aggregate principal amount of Notes.
- (c) Interest: Interest on the Notes is payable quarterly on January 10, April 10, July 10 and October 10 of each year, commencing on April 10, 2012, to persons in whose name a Note is registered at the close of business 15 calendar days before the interest payment date. The Notes will bear interest at a rate per annum of LIBOR (as determined in accordance with the description reflected in the Company's Prospectus Supplement relating to the Notes dated January 5, 2012 (the "Prospectus Supplement") under the caption "Description of Notes—Interest") plus 0.875%, which LIBOR rate will be reset quarterly on January 10, April 10, July 10 and October 10.

Interest on the Notes will be computed and paid on the basis of a 360-day year and the actual number of days in each interest payment period.

- (d) Form and Denominations: Fully-registered book-entry form only represented by one or more permanent global securities deposited with The Depository Trust Company, including its participants Clearstream or Euroclear, or their respective designated custodian, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.
- (e) Maturity: The Notes will mature on July 10, 2013.

- (f) **Special Mandatory Redemption:** Upon the public announcement of the record date for the proposed spin-off of the Company's North American grocery business to its shareholders, the Company will be required to issue a notice of redemption of all of the Notes, in accordance with the description included in the Prospectus Supplement under the caption "Description of Notes—Special Mandatory Redemption".
- (g) **Change of Control:** Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the Notes below an investment grade rating by each of Moody's Investors Service, Inc., Standard & Poor's Ratings Services and Fitch, Inc. within a specified period, the Company will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement under the caption "Description of Notes—Change of Control."
- (h) **Optional Redemption:** The Company may, at its option, redeem the Notes in whole, but not in part, upon the occurrence of specified tax events as set forth in the global note representing the Notes attached hereto as Exhibit A. The Notes may not otherwise be redeemed at the option of the Company prior to maturity.
- (i) **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 account of the beneficial owner of a Note.
- (j) **Sinking Fund:** None.
- (k) **Conversion or Exchange:** The Notes will not be convertible or exchangeable into other securities of the Company or another Person.
- (l) **Purchase Price:** 99.85% of the principal amount of the Notes, plus accrued interest, if any, from January 10, 2012.
- (m) **Place of Payment:** Payments of principal and interest on the Notes will be made to The Depository Trust Company as the registered owner of the global security.
- (n) **Events of Default and Restrictive Covenants:** As set forth in the Indenture.
- (o) **Trustee:** Deutsche Bank Trust Company Americas.
- (p) **Form of Notes:** Attached as Exhibit A to this Officers' Certificate delivered in connection with the delivery of the Notes. The further terms of the Notes shall be as set forth in the Prospectus and Exhibit A hereto.
- (q) **Price to Public:** 100% of the principal amount of the Notes.

IN WITNESS WHEREOF, the undersigned Executive Vice President and Chief Financial Officer and Vice President and Corporate Secretary, respectively, of the Company, have executed this Certificate as of the date first written above.

**KRAFT FOODS INC.**

By: /s/ David A. Brearton

Name: David A. Brearton

Title: Executive Vice President and Chief  
Financial Officer

By: /s/ Carol J. Ward

Name: Carol J. Ward

Title: Vice President and Corporate Secretary

[Officers' Certificate under Section 301 of the Indenture]



REGISTERED

No.

KRAFT FOODS INC.

FLOATING RATE NOTE DUE 2013

representing

\$

CUSIP No. 50075N BC7

ISIN No. US50075NBC74

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 \$ on July 10, 2013, and to pay interest thereon from January 10, 2012 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of "LIBOR" (as defined below) plus 0.875% until the principal amount of the Note is paid or duly made available for payment. Interest will accrue from January 10, 2012 and is payable quarterly in arrears on January 10, April 10, July 10 and October 10 of each year (these dates are called "Interest Payment Dates"), beginning on April 10, 2012; provided that if any such date (other than the maturity date or a date fixed for redemption) is not a business day, the Interest Payment Date will be postponed to the first following business day unless that business day is in the following calendar month, in which case the Interest Payment Date will be the immediately preceding business day, and interest will accrue to but excluding the date interest is paid. The interest rate will be reset quarterly on each Interest Payment Date (each of these dates is called an "Interest Reset Date").

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 15 calendar days before the Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such 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.

As used herein, "business day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York, provided such day is also a London banking day.

"LIBOR" for each interest reset date, other than for the initial interest rate, will be determined by the calculation agent as follows:

(a) LIBOR will be the offered rate (expressed as a percentage per annum) for deposits in U.S. dollars for the three-month period which appears on "Reuters Page LIBOR01" (as defined below) at approximately 11:00 a.m., London time, two "London banking days" prior to the applicable Interest Reset Date.

(b) If this rate does not appear on Reuters Page LIBOR01, the Calculation Agent will obtain such rate from Bloomberg Page BBAM. If no such rate appears on any such page on an interest determination date at approximately 11:00 a.m. London time, the Calculation Agent will determine the rate on the basis of the rates at which deposits in U.S. dollars are offered by four major banks in the London interbank market (selected by the Calculation Agent after consulting with the Company) at approximately 11:00 a.m., London time, two London banking days prior to the applicable Interest Reset Date to prime banks in the London interbank market for a period of three months commencing on that Interest Reset Date and in a principal amount equal to an amount not less than \$1,000,000 that is representative for a single transaction in such market at such time. In such case, the Calculation Agent will request the principal London office of each of the aforesaid major banks to provide a quotation of such rate. If at least two such quotations are provided, LIBOR for that Interest Reset Date will be the arithmetic mean of such quotations. If fewer than two quotations are provided as requested, LIBOR for that Interest Reset Date will be the arithmetic mean of the rates quoted by three major banks in New York, New York (selected by the Calculation Agent after consulting with the Company) at approximately 11:00 a.m., New York time, two London banking days prior to the applicable Interest Reset Date for loans in U.S. dollars to leading banks for a period of three months commencing on that Interest Reset Date and in a principal amount equal to an amount not less than \$1,000,000 that is representative for a single transaction in such market at such time; provided, however, that if the banks selected by the Calculation Agent are not providing quotations in the manner described by this paragraph, for the period until the next Interest Reset Date, LIBOR will be the same as the rate determined on the immediately preceding Interest Reset Date.

The interest rate in effect from January 10, 2012 to the first Interest Reset Date will be based on three-month LIBOR two London banking days prior to January 10, 2012.

"Bloomberg Page BBAM" means the display designated as page "BBAM" on the screens maintained by Bloomberg L.P. (or any successor service) (or such other page as may replace page BBAM on Bloomberg L.P. or any successor service).

A "London banking day" is any day in which dealings in U.S. dollar deposits are transacted or, with respect to any future date, are expected to be transacted in the London interbank market.

"Reuters Page LIBOR01" means the display designated as page "LIBOR01" on the screens maintained by Reuters (or any successor service) (or such other page as may replace page LIBOR01 on Reuters or any successor service).

The Calculation Agent will, upon the request of the Holder of any Note, provide the interest rate then in effect. The "Calculation Agent" is Deutsche Bank Trust Company Americas until such time as the Company appoints a successor Calculation Agent. All calculations made by the Calculation Agent in the absence of willful misconduct, bad faith or manifest error shall be conclusive for all purposes and binding on the Company and the Holders of the Notes. The Company may appoint a successor Calculation Agent at any time at the Company's discretion and without notice.

All percentages resulting from any calculation of the interest rate with respect to the Notes will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (e.g., 9.876545% (or 0.09876545) being rounded to 9.87655% (or 0.0987655)) and all dollar amounts used in or resulting from any such calculation will be rounded to the nearest cent (with one-half cent being rounded upward).

Interest on the Notes will be computed and paid on the basis of a 360-day year and the actual number of days in each interest payment period. The interest rate on the notes will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

If the maturity date or a date fixed for redemption is not a business day, then payment of interest or principal need not be made on such date, but may be made on the next succeeding business day unless that business day is in the following calendar month, in which case such payment will be made on the immediately preceding business day, in each case with the same force and effect as if made on the scheduled maturity date or such date fixed for redemption, and no interest shall accrue as a result of the delayed payment.

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

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

*Signature Page Follows*

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

Dated: January 10, 2012.

KRAFT FOODS INC.

By: \_\_\_\_\_  
Name: Barbara L. Brasier  
Title: Senior Vice President and Treasurer

Attest:

By: \_\_\_\_\_  
Name: Carol J. Ward  
Title: Vice President and Corporate Secretary

CERTIFICATE OF AUTHENTICATION

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

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Trustee

By: \_\_\_\_\_  
Name:  
Title:

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 limited in aggregate principal amount to \$800,000,000 (except as provided in the Indenture hereinafter mentioned), all such Securities issued and to be issued under an Indenture dated as of October 17, 2001 between the Company and Deutsche Bank Trust Company Americas (as successor to The Bank of New York and The Chase Manhattan Bank), 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 Floating Rate Notes due 2013 (the "Notes").

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

**Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Notes, Holders may require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of their Notes pursuant to an offer (the "Change of Control Offer") of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Company will mail a notice to Holders describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 (the "Exchange Act") and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The paying agent will promptly mail to each Holder of notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; provided that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person or group of related persons for purposes of Section 13(d) of the Exchange Act (a “Group”) other than the Company or one of its subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the first day on which a majority of the members of the Company’s Board of Directors are not Continuing Directors.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Continuing Directors” means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company’s proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

“Fitch” means Fitch Inc.

“Investment Grade Rating” means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, respectively.

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

“Person” has the meaning set forth in the indenture and includes a “person” as used in Section 13(d)(3) of the Exchange Act.

“Rating Agencies” means (1) each of Fitch, Moody’s and S&P; and (2) if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company (as certified by a resolution of the Company’s Board of Directors) as a replacement agency for Fitch, Moody’s or S&P, or all of them, as the case may be.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

#### **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.

#### **Optional Redemption**

The Company may redeem the Notes prior to maturity in whole, but not in part, on not more than 60 days’ notice and not less than 30 days’ notice at a redemption price equal to the principal amount of such Notes plus any accrued interest and additional amounts to the date fixed for redemption if:

- as a result of a change in or amendment to the tax laws, regulations or rulings of the United States or any political subdivision or taxing authority of or in the United States or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction in the United States) that is announced or becomes effective on or after February 8, 2010, the Company has or will become obligated to pay additional amounts with respect to such series of Notes as described in Section 1010 of the Indenture, or
- on or after February 8, 2010, any action is taken by a taxing authority of, or any decision has been rendered by a court of competent jurisdiction in, the United States or any political subdivision of or in the United States, including any of those actions specified above, whether or not such action was taken or decision was rendered with respect to the Company, or any change, amendment, application or interpretation is officially proposed, which, in any such case, in the written opinion of independent legal counsel of recognized standing, will result in a material probability that the Company will become obligated to pay additional amounts with respect to such series of Notes, and the Company in its business judgment determine that such obligations cannot be avoided by the use of reasonable measures available to the Company.

If the Company exercises its option to redeem the Notes, the Company will deliver to the Trustee a certificate signed by an authorized officer stating that it is entitled to redeem the Notes and an opinion of independent tax counsel to the effect that the circumstances described in the above bullets exist.

#### **Special Mandatory Redemption**

The Company will issue a press release at least 10 calendar days prior to the special record date the Company will declare (the “Spin-Off Record Date”) to determine the holders of the Company’s common stock that will be entitled to receive shares in respect of the North American Grocery Business in the Spin-Off (as defined below), which press release will specify the Spin-Off Record Date and the date the Spin-Off will be consummated (the “Distribution Date”).



The Company must redeem all of the Notes on the date five business days prior to the Distribution Date at a price equal to 100% of the aggregate principal amount of the Notes, plus any accrued and unpaid interest on the notes from the date of initial issuance, or the most recent date to which interest has been paid or provided for, whichever is later, to but excluding to the date of redemption (the “Mandatory Redemption Date”). The Company will provide notice of the Mandatory Redemption Date to Holders of the Notes by mail to each Holder at its registered address, with a copy to the trustee, on the same day it issues the press release announcing the Spin-Off Record Date, which notice will be no less than 15 calendar days before the Mandatory Redemption Date. If funds sufficient to pay the mandatory redemption price of all Notes to be redeemed on the Mandatory Redemption Date are deposited with the paying agent on or before the Mandatory Redemption Date, then on and after the Mandatory Redemption Date, the notes will cease to bear interest and all rights under the Notes shall terminate.

For purposes of the two paragraphs above, a “Spin-Off” will be any spin-off that separates substantially all of the Company’s North American Grocery Business and the remainder of the Company’s businesses into two separate public companies, and “North American Grocery Business” is any group of businesses that primarily consist of the Company’s current U.S. Beverages, Cheese, Convenient Meals and Grocery segments, grocery-related categories in its Canada & N.A. Foodservice segment as well as the *Planters* and *Corn Nuts* brands and businesses.

#### **Defeasance**

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.

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 a the Indenture.

#### **Events of Default**

If an Event of Default (other than an Event of Default described in Section 501(4) or 501(5) of the 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 and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

#### **Amendments**

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

#### **Payment**

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

## **Transfer, Registration and Exchange**

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

The Notes are issuable only in registered form without coupons in denominations of \$2,000 and any multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

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

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

The Notes are not subject to a sinking fund.

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

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

ASSIGNMENT FORM

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

---

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

---

---

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

---

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

Dated: \_\_\_\_\_

---

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

January 10, 2012

Kraft Foods Inc.  
Three Lakes Drive  
Northfield, Illinois 60093-2753

Re: Kraft Foods Inc.  
Registration Statement on Form S-3 (File No. 333-172488)

Ladies and Gentlemen:

We have acted as counsel to Kraft Foods Inc., a Virginia corporation (the "Company") in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a prospectus supplement, dated January 5, 2012, filed with the Commission on January 5, 2012 pursuant to Rule 424(b) of the Securities Act (the "Prospectus Supplement"), and the offering by the Company pursuant thereto of \$800,000,000 aggregate principal amount of the Company's Floating Rate Notes due 2013 (the "Notes"). In connection therewith, we have examined the registration statement on Form S-3, file no. 333-172488 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act") and the prospectus included therein.

The Notes have been issued pursuant to the Indenture dated as of October 17, 2001 (the "Base Indenture"), between the Company and Deutsche Bank Trust Company Americas (as successor to The Bank of New York, as successor to The Chase Manhattan Bank), as trustee (the "Trustee"), as supplemented by the Officers' Certificate pursuant to Section 301 of the Base Indenture, dated January 10, 2012, relating to the Notes (the "301 Certificate") between the Company and the Trustee.

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Base Indenture, the 301 Certificate and the Notes and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Notes are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

January 10, 2012

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The opinions expressed above are subject to the following additional exceptions, qualifications, limitations and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York. This opinion is limited to the effect of the current state of the laws of the State of New York and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. The opinions above are subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors' generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights, (ii) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or (iii) any purported fraudulent transfer "savings" clause.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Validity of the Securities" in the Registration Statement and the Prospectus Supplement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Gibson Dunn & Crutcher LLP



HUNTON & WILLIAMS LLP  
 RIVERFRONT PLAZA, EAST TOWER  
 951 EAST BYRD STREET  
 RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200

FAX 804 • 788 • 8218

FILE NO: 59109.000009

January 10, 2012

Kraft Foods Inc.  
 Three Lakes Drive  
 Northfield, Illinois 60093-2753

**Kraft Foods Inc.**  
**Floating Rate Notes due 2013**  
**Registration Statement on Form S-3**

Ladies and Gentlemen:

We have acted as special Virginia counsel to Kraft Foods Inc., a Virginia corporation (the “Company”), for the purpose of providing this opinion in connection with the Company’s offering and sale of \$800,000,000 aggregate principal amount of its Floating Rate Notes due 2013 (the “Notes”) pursuant to the Terms Agreement, dated as of January 5, 2012 (the “Terms Agreement” and, collectively with the Amended and Restated Underwriting Agreement, dated as of February 28, 2011, which is incorporated by reference in the Terms Agreement, the “Underwriting Agreement”), among the Company and Citigroup Global Markets Inc. and RBS Securities Inc., as representatives of the several underwriters named in Schedule A to the Terms Agreement.

The Notes will be issued pursuant to an indenture, dated as of October 17, 2001 (the “Indenture”), between the Company and Deutsche Bank Trust Company Americas (as successor to The Bank of New York and The Chase Manhattan Bank), as trustee (the “Trustee”). The Notes are being offered and sold as described in the prospectus, dated February 28, 2011, and the prospectus supplement thereto, dated January 5, 2012 (collectively, the “Prospectus”).

This opinion is being furnished in accordance with the requirements of Item 16 of Form S-3 and Item 601(b)(5)(i) of Regulation S-K.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, certificates of corporate officers and public officials and such other documents as we have deemed necessary for the purposes of rendering this opinion, including, among other things, (i) the Articles of Incorporation and Bylaws of the Company, each as amended through the date hereof, (ii) the

ATLANTA AUSTIN BANGKOK BEIJING BRUSSELS CHARLOTTE DALLAS HOUSTON LONDON LOS ANGELES  
 McLEAN MIAMI NEW YORK NORFOLK RALEIGH RICHMOND SAN FRANCISCO TOKYO WASHINGTON

[www.hunton.com](http://www.hunton.com)

Registration Statement on Form S-3 (Registration No. 333-172488) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") on February 28, 2011, and the Prospectus, (iii) the Indenture, (iv) the Underwriting Agreement (including the Terms Agreement), (v) the Notes in global form, (vi) certain resolutions of the Board of Directors of the Company adopted on March 16, 2001 and September 28, 2010, as certified by the Vice President and Corporate Secretary of the Company on the date hereof as being true, complete and correct and in full force and effect, relating to, among other things, the execution and delivery of the Terms Agreement, the delivery of the Underwriting Agreement and the issuance and sale of the Notes (the "Board Resolutions"), (vii) the officers' certificate dated as of the date hereof executed by duly authorized officers of the Company establishing the terms of the Notes pursuant to the Board Resolutions and (viii) a certificate issued by the State Corporation Commission of the Commonwealth of Virginia on December 21, 2011, and confirmed on the date hereof, to the effect that the Company is existing under the laws of the Commonwealth of Virginia and in good standing.

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted as certified, photostatic or electronic copies and the authenticity of the originals thereof, (iii) the genuineness of signatures not witnessed by us and (iv) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof on such parties (other than the authorization, execution and delivery of documents by the Company). As to factual matters, we have relied upon representations included in the documents submitted to us, upon certificates of officers of the Company and upon certificates of public officials. Except as otherwise expressly indicated, we have not undertaken any independent investigation of factual matters.

We do not purport to express an opinion on any laws other than those of the Commonwealth of Virginia.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations stated herein, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the Commonwealth of Virginia.
2. The Indenture and the Notes have been duly authorized, executed and delivered by the Company.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Current Report on Form 8-K to be filed by the Company relating to the Registration Statement and to the reference to our firm under the heading "Validity of the Notes" in the Prospectus. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

This opinion letter is rendered as of the date hereof, and we disclaim any obligation to advise you of facts, circumstances, events or developments that hereafter may be brought to our attention and that may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company.

Very truly yours,

/s/ Hunton & Williams LLP