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

FORM 8-K

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

Date of Report (Date of earliest event reported): January 9, 2014

MONDELÉZ INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-16483
(Commission
File Number)

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

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

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

Not Applicable
(Former name or former address, if changed since last report.)

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

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

On January 9, 2014, we announced and priced an offering of floating rate notes due 2019, fixed rate notes due 2019 and fixed rate notes due 2024 (collectively, the “Notes” and the “Notes Offering”).

In connection with the Notes Offering, on January 9, 2014, we entered into a Terms Agreement (the “Terms Agreement”) with Barclays Capital Inc., J.P. Morgan Securities LLC 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 Current Report.

We have filed with the Securities and Exchange Commission (the “SEC”) a Prospectus dated February 28, 2011 and a Prospectus Supplement dated January 9, 2014, 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 for the purpose of incorporating them as exhibits to the Registration Statement.

We expect the Notes Offering to close on January 16, 2014, subject to customary closing conditions.

Item 9.01. Financial Statements and Exhibits.

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

| <u>Exhibit Number</u> | <u>Description</u> |
|-----------------------|---|
| 1.1 | 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 Mondelēz International, Inc., Barclays Capital Inc., J.P. Morgan Securities LLC and RBS Securities Inc., as representatives of the several underwriters named therein, dated January 9, 2014. |

SIGNATURES

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Carol J. Ward

Name: Carol J. Ward

Title: Vice President and Corporate Secretary

Date: January 10, 2014

EXHIBIT INDEX

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MONDELEZ INTERNATIONAL, INC.
(the “**Company**”)

Debt Securities

TERMS AGREEMENT

January 9, 2014

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement relating to debt securities filed as an exhibit to the Company’s registration statement on Form S-3 (File No. 333-172488) (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms:

OFFERED SECURITIES

Title:

2.250% Notes due 2019 (the “**2019 Notes**”).

4.000% Notes due 2024 (the “**2024 Notes**” and, together with the 2019 Notes, the “**Fixed Rate Notes**”).

Floating Rate Notes due 2019 (the “**Floating Rate Notes**” and, together with the Fixed Rate Notes, the “**Notes**”).

Principal Amount:

\$850,000,000 aggregate principal amount of 2019 Notes.

\$1,750,000,000 aggregate principal amount of 2024 Notes.

\$400,000,000 aggregate principal amount of Floating Rate Notes.

Interest:

Fixed Rate Notes

The 2019 Notes will bear interest at a rate of 2.250% per annum from January 16, 2014, payable semi-annually in arrears on February 1 and August 1 of each year, beginning on August 1, 2014, to the persons in whose names the 2019 Notes are registered at the close of business on the preceding January 17 and July 17, each a record date, as the case may be.

The 2024 Notes will bear interest at a rate of 4.000% per annum from January 16, 2014, payable semi-annually in arrears on February 1 and August 1 of each year, beginning on August 1, 2014, to the persons in whose names the 2024 Notes are registered at the close of business on the preceding January 17 and July 17, each a record date, as the case may be.

Interest on the Fixed Rate Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months (i.e., the 30/360 day count convention).

Floating Rate Notes

Interest on the Floating Rate Notes is payable quarterly on February 1, May 1, August 1 and November 1 of each year, commencing May 1, 2014, to persons in whose names the Floating Rate Notes are registered at the close of business 15 calendar days before the interest payment date. The Floating Rate 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 9, 2014 (the "**Prospectus Supplement**")) plus 52 basis points and will be reset quarterly on each interest payment date.

Interest on the Floating Rate Notes will be computed on the basis of a 360-day year and the actual number of days in each interest payment period (i.e., the Actual/360 day count convention).

Maturity Date:

The 2019 Notes will mature on February 1, 2019.

The 2024 Notes will mature on February 1, 2024.

The Floating Rate Notes will mature on February 1, 2019.

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 a Change of Control Triggering Event (as defined in the Prospectus Supplement), 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.”

Optional Redemption:

Prior to January 1, 2019, the Company may redeem the 2019 Notes in whole or in part, at its option, at a redemption price equal to 100% of their principal amount plus a “make-whole” premium, as well as accrued and unpaid interest to, but not including, the date of redemption. On or after January 1, 2019, the Company may redeem the 2019 Notes in whole or in part, at its option, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest to, but not including, the date of redemption.

Prior to November 1, 2023, the Company may redeem the 2024 Notes in whole or in part, at its option, at a redemption price equal to 100% of their principal amount plus a “make-whole” premium, as well as accrued and unpaid interest to, but not including, the date of redemption. On or after November 1, 2023, the Company may redeem the 2024 Notes in whole or in part, at its option, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest to, but not including, the date of redemption.

In the case of each of the above, the redemption shall occur as and to the extent set forth in the Prospectus Supplement under the caption “Description of Notes—Optional Redemption of the 2019 Notes and the 2024 Notes.”

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:

99.191% of the principal amount of the 2019 Notes, plus accrued interest, if any, from January 16, 2014.

99.442% of the principal amount of the 2024 Notes, plus accrued interest, if any, from January 16, 2014.

99.650% of the principal amount of the Floating Rate Notes, plus accrued interest, if any, from January 16, 2014.

Expected Reoffering Price:

99.541% of the principal amount of the 2019 Notes, plus accrued interest, if any, from January 16, 2014.

99.892% of the principal amount of the 2024 Notes, plus accrued interest, if any, from January 16, 2014.

100% of the principal amount of the Floating Rate Notes, plus accrued interest, if any, from January 16, 2014.

OTHER MATTERS**Closing:**

9:00 a.m., New York City time, on January 16, 2014, 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:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

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:

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

“(x) Except as otherwise disclosed in the Pricing Prospectus and the Prospectus, 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.”

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

“(z) 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 an individual or entity (“**Person**”) currently subject to or target of any sanctions enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union or Her Majesty’s Treasury (collectively, “**Sanctions**”); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of comprehensive Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, (i) for the purpose of funding any activities of or

business with any Person that, at the time of such funding, is the subject of comprehensive Sanctions, (ii) for the purpose of funding any activities of or business (except as permitted by an agency or department of the U.S. government, pursuant to license or otherwise) in any country or territory that is the subject of comprehensive Sanctions or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.”

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

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

(4) 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.”

(5) 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 their counsel) incurred in connection with the 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.

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

All references to “Kraft Foods Inc.” in the Underwriting Agreement shall be deemed to refer to Mondelēz International, Inc.

For purposes of the Underwriting Agreement, the “Applicable Time” shall be 4:45 p.m. (New York City time) on January 9, 2014.

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, prior to the Closing Date.

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

(Remainder of page intentionally left blank)

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

Very truly yours,

MONDELÉZ INTERNATIONAL, INC.

By: /s/ 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.

BARCLAYS CAPITAL INC.

By: /s/ Pamela Kendall

Name: Pamela Kendall

Title: Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi

Name: Robert Bottamedi

Title: Vice President

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>Underwriters</u> | <u>2019 Notes</u> | <u>2024 Notes</u> | <u>Floating Rate Notes</u> |
|---------------------------------------|----------------------|------------------------|--------------------------------|
| Barclays Capital Inc. | \$ 115,600,000 | \$ 238,000,000 | \$ 54,400,000 |
| J.P. Morgan Securities LLC | 115,600,000 | 238,000,000 | 54,400,000 |
| RBS Securities Inc. | 115,600,000 | 238,000,000 | 54,400,000 |
| Deutsche Bank Securities Inc. | 115,600,000 | 238,000,000 | 54,400,000 |
| HSBC Securities (USA) Inc. | 115,600,000 | 238,000,000 | 54,400,000 |
| BNP Paribas Securities Corp. | 41,084,000 | 84,583,000 | 19,333,000 |
| Credit Agricole Securities (USA) Inc. | 41,084,000 | 84,583,000 | 19,333,000 |
| Mitsubishi UFJ Securities (USA), Inc. | 41,083,000 | 84,584,000 | 19,333,000 |
| Mizuho Securities USA Inc. | 41,083,000 | 84,584,000 | 19,333,000 |
| SG Americas Securities, LLC | 41,083,000 | 84,583,000 | 19,334,000 |
| Wells Fargo Securities, LLC | 41,083,000 | 84,583,000 | 19,334,000 |
| Drexel Hamilton, LLC | 12,750,000 | 26,250,000 | 6,000,000 |
| Loop Capital Markets LLC | 12,750,000 | 26,250,000 | 6,000,000 |
| Total | <u>\$850,000,000</u> | <u>\$1,750,000,000</u> | <u>\$400,000,000</u> |