

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2021-02-26**  
SEC Accession No. [0001140361-21-006434](#)

([HTML Version](#) on [secdatabase.com](#))

### SUBJECT COMPANY

#### **US Foods Holding Corp.**

CIK: **1665918** | IRS No.: **260347906** | State of Incorporation: **DE** | Fiscal Year End: **0102**  
Type: **SC 13D/A** | Act: **34** | File No.: **005-89839** | Film No.: **21690580**  
SIC: **5140** Groceries & related products

Mailing Address  
9399 W. HIGGINS RD.  
SUITE 100  
ROSEMONT IL 60018

Business Address  
9399 W. HIGGINS RD.  
SUITE 100  
ROSEMONT IL 60018  
8477208000

### FILED BY

#### **KKR Fresh Aggregator L.P.**

CIK: **1811406** | IRS No.: **850774495** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D/A**

Mailing Address  
C/O KOHLBERG KRAVIS  
ROBERTS & CO. L.P.  
30 HUDSON YARDS  
NEW YORK NY 10001

Business Address  
C/O KOHLBERG KRAVIS  
ROBERTS & CO. L.P.  
30 HUDSON YARDS  
NEW YORK NY 10001  
212-230-9742

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)\***

**US Foods Holding Corp.**

---

(Name of Issuer)

Common Stock, par value \$0.01 per share

---

(Title of Class of Securities)

912008109

---

(CUSIP Number)

**David J. Sorkin, Esq.  
Kohlberg Kravis Roberts & Co. L.P.  
30 Hudson Yards  
New York, New York 10001  
Telephone: (212) 750-8300**

---

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**February 25, 2021**

---

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because §240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Fresh Holdings L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of common stock, par value \$0.01 per share ("Common Stock") which would be received upon conversion of shares of Series A Convertible Preferred Stock, par value \$0.01 ("Series A Preferred Stock"), of US Foods Holding Corp. (the "Issuer"). See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Fresh Holdings GP LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Fresh Aggregator L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.



<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Fresh Aggregator GP LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Americas Fund XII L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Associates Americas XII L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Americas XII Limited	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.



<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Group Partnership L.P.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Group Holdings Corp.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR & Co. Inc.	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Management LLP	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 24,601,148 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 24,601,148 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> PN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.



<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Henry R. Kravis	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 24,601,148 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 24,601,148 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> George R. Roberts	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 24,601,148 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 24,601,148 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 24,601,148 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.0% (1)	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

(1) Represents shares of Common Stock which would be received upon conversion of shares of Series A Preferred Stock of the Issuer. See Item 5.

## Explanatory Note

This Amendment No. 1 (“Amendment No. 1”) to Schedule 13D amends the initial statement on Schedule 13D filed by the Reporting Persons on May 21, 2020 (as amended, the “Schedule 13D”) and relates to the shares of common stock, \$0.01 par value (the “Common Stock”), of US Foods Holding Corp., a Delaware corporation (the “Issuer”), which may be deemed to be beneficially owned by the Reporting Persons by virtue of their direct and indirect beneficial ownership of shares of Series A Convertible Preferred Stock, par value \$0.01 per share (“Series A Preferred Stock”)

This Amendment is being filed in connection with an internal reorganization of the holding of shares of Series A Preferred Stock beneficially owned by the Reporting Persons in connection with the transaction described in Item 6 below. In connection with such internal reorganization, KKR Fresh Aggregator L.P. contributed the shares of Series A Preferred Stock to a wholly-owned subsidiary, KKR Fresh Holdings L.P. which now holds such shares directly. Such transfer did not represent any change in pecuniary interest of any of the Reporting Persons or their affiliates in any securities of the Issuer.

The Items below amend the information disclosed under the corresponding Items of the Schedule 13D as described below. Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined herein shall have the meanings attributed to them in the Schedule 13D.

### Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated as follows:

(a), (f) This Schedule 13D is being filed pursuant to Rule 13d-1(a) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), by:

- (i) KKR Fresh Holdings L.P., a Delaware limited partnership;
- (ii) KKR Fresh Holdings GP LLC, a Delaware limited liability company;
- (iii) KKR Fresh Aggregator L.P., a Delaware limited partnership;
- (iv) KKR Fresh Aggregator GP LLC, a Delaware limited liability company;
- (v) KKR Americas Fund XII L.P., a Cayman Islands exempted limited partnership;
- (vi) KKR Associates Americas XII L.P., a Cayman Islands exempted limited partnership;
- (vii) KKR Americas XII Limited, a Cayman Islands exempted limited company;
- (viii) KKR Group Partnership L.P., a Cayman Islands exempted limited partnership;
- (ix) KKR Group Holdings Corp., a Delaware corporation;
- (x) KKR & Co. Inc., a Delaware corporation;
- (xi) KKR Management LLP, a Delaware limited liability partnership;
- (xii) Henry R. Kravis, a United States citizen; and
- (xiii) George R. Roberts, a United States citizen (the persons and entities listed in items (i) through (xiii) are collectively referred to herein as the “Reporting Persons”).

KKR Fresh Holdings GP LLC is the general partner of KKR Fresh Holdings L.P. KKR Fresh Aggregator L.P. is the sole member of KKR Fresh Holdings GP LLC. KKR Fresh Aggregator GP LLC is the general partner of KKR Fresh Aggregator L.P. KKR Americas Fund XII L.P. is the sole member of KKR Fresh Aggregator GP LLC. KKR Associates Americas XII L.P. is the



general partner of KKR Americas Fund XII L.P. KKR Americas XII Limited is the general partner of KKR Associates Americas XII L.P. KKR Group Partnership L.P. is the sole shareholder of KKR Americas XII Limited. KKR Group Holdings Corp. is the general partner of KKR Group Partnership L.P. KKR & Co. Inc. is the sole shareholder of KKR Group Holdings Corp. KKR Management LLP is the Series I preferred stockholder of KKR & Co. Inc. Messrs. Henry R. Kravis and George R. Roberts are the founding partners of KKR Management LLP.

Each of Messrs. Joseph Bae, Scott Nuttall, Robert Lewin and David Sorkin is a director of KKR Group Holdings Corp. The executive officers of KKR Group Holdings Corp. and KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin and Sorkin. The directors of KKR & Co. Inc. are listed on Annex A attached hereto, which is incorporated herein by reference.

Each of Messrs. Bae, Nuttall and Sorkin is a United States citizen. Mr. Lewin is a Canadian citizen.

The Reporting Persons have entered into a joint filing agreement, a copy of which is attached hereto as Exhibit A.

(b) The address of the business office of each of the Reporting Persons, except for Mr. Roberts, and Messrs. Bae, Nuttall, Lewin and Sorkin and the other individuals named in this Item 2 is:

c/o Kohlberg Kravis Roberts & Co. L.P.  
30 Hudson Yards  
New York, New York 10001

The address of the principal business office of Mr. Roberts is:

c/o Kohlberg Kravis Roberts & Co. L.P.  
2800 Sand Hill Road, Suite 200  
Menlo Park, CA 94025

(c) Each of KKR Group Partnership L.P., KKR Group Holdings Corp., KKR & Co. Inc. and KKR Management LLP is principally engaged as a holding company. KKR Fresh Holdings L.P., KKR Fresh Aggregator L.P. and KKR Americas Fund XII L.P. are engaged in the business of investing in securities and KKR Fresh Holdings GP LLC, KKR Fresh Aggregator GP LLC, KKR Associates Americas XII L.P. and KKR Americas XII Limited are each principally engaged in the business of being a general partner or sole or managing member, as described above and managing investments through other partnerships and limited liability companies.

The present principal occupation or employment of each of Messrs. Kravis, Roberts, Bae, Nuttall, Lewin and Sorkin is as an executive of Kohlberg Kravis Roberts & Co. L.P. ("KKR") and/or one or more of its affiliates. The present principal occupation of each of the other individuals named in Item 2 is listed on Annex A.

(d) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

---

(e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Considerations.**

Item 3 of the Schedule 13D is hereby amended and supplemented as follows:

The information set forth in the Explanatory Note and Item 5 of this Amendment No. 1 is incorporated by reference in its entirety into this Item 3.

**Item 5. Interest in Securities of the Issuer.**

Item 5 of the Schedule 13D is hereby amended and restated as follows:

The information set forth in Annex A of this Schedule 13D and the cover pages of this Schedule 13D is hereby incorporated by reference into this Item 5.

(a) and (b). The Reporting Persons beneficially own 523,127 shares of Series A Preferred Stock, of which 500,000 shares were acquired in May 2020 and 23,127 shares have been acquired pursuant to payments in-kind of dividends. The Series A Preferred Stock has a liquidation value of \$1,000 per share and holders of Series A Preferred Stock are entitled to a cumulative dividend at a rate of 7.0% per annum, payable quarterly in arrears. Each share of Series A Preferred Stock is convertible at any time at the option of the holder thereof into (i) the number of shares of Common Stock equal to the quotient of (A) the sum of the liquidation preference and any accrued dividends with respect to such share of Series A Preferred Stock as of the applicable conversion date divided by (B) the conversion price as of the applicable conversion date plus (ii) cash in lieu of fractional shares. The initial conversion price is a dollar amount equal to \$1,000 divided by the initial conversion rate of 46.5116, or approximately \$21.50 per share. The initial conversion rate is subject to adjustment from time to time upon the occurrence of certain customary events in accordance with the terms of the Series A Certificate of Designations (as defined below). Dividends will be payable in kind through the issuance of additional shares of Series A Preferred Stock for the first four dividend payments following the issuance of the Series A Preferred Stock on May 6, 2020, and thereafter, in cash or in kind, or a combination of both, at the option of the Issuer.

All of the computations and share amounts used herein do not give effect to any future accretion on the shares of Series A Preferred Stock or the payments of any dividends in-kind until the time of such declaration and payment. As a result of its beneficial ownership of Series A Preferred Stock, the Reporting Persons may be deemed to beneficially own an aggregate of 24,601,148 shares of Common Stock which would be received upon conversion of the Series A Preferred Stock, which represents, in the aggregate, approximately 10.0% of the outstanding shares of the Issuer's Common Stock. Pursuant to the terms of the Series A Certificate of Designations, due to accretion of dividends and the payment of dividends in-kind, the number of shares of Common Stock into which the Series A Preferred Stock may be converted will increase over time.



The percentage of beneficial ownership in this Schedule 13D is based on 221,078,750 shares of Common Stock outstanding as of February 11, 2021 as set forth in the Annual Report on Form 10-K filed by the Issuer on February 16, 2021.

Each of KKR Fresh Holdings GP LLC (as the general partner of KKR Fresh Holdings L.P.), KKR Fresh Aggregator L.P. (as the sole member of KKR Fresh Holdings GP LLC), KKR Fresh Aggregator GP LLC (as the general partner of KKR Fresh Aggregator L.P.), KKR Americas Fund XII L.P. (as the sole member of KKR Fresh Aggregator GP LLC), KKR Associates Americas XII L.P. (as the general partner of KKR Americas Fund XII L.P.), KKR Americas XII Limited (as the general partner of KKR Associates Americas XII L.P.), KKR Group Partnership L.P. (as the sole shareholder of KKR Americas XII Limited), KKR Group Holdings Corp. (as the general partner of KKR Group Partnership L.P.), KKR & Co. Inc. (as the sole shareholder of KKR Group Holdings Corp.), KKR Management LLP (as the Series I preferred stockholder of KKR & Co. Inc.), and Messrs. Kravis and Roberts (as the founding partners of KKR Management LLP) may be deemed to be the beneficial owner of the securities beneficially owned directly by KKR Fresh Holdings L.P.

The filing of this Schedule 13D shall not be construed as an admission that any of the above-listed entities or individuals is the beneficial owner of any securities covered by this Schedule 13D.

To the best knowledge of the Reporting Persons, none of the individuals named in Item 2 beneficially owns any shares of Common Stock except as described herein.

(c) Except as set forth in the Explanatory Note to this Amendment No. 1 and as described herein, none of the Reporting Persons, or, to the best knowledge of the Reporting Persons, any other individual named in Item 2 has engaged in any transaction in any shares of Common Stock during the past 60 days.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported as beneficially owned by the Reporting Persons herein.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

##### ***Joinder to Investment Agreement and Registration Rights Agreement***

On February 25, 2021, KKR Fresh Holdings L.P. signed a joinder agreement to each of the Investment Agreement and the Registration Rights Agreement pursuant to which it agreed to become a party to, and to be bound by and comply with the provisions of, the Investment Agreement applicable to the "Investor" as defined therein, and the Registration Rights Agreement applicable to the "Holder" as defined therein.

Copies of the Investment Agreement and the Registration Rights Agreement are filed as Exhibits C and E to the Schedule 13D, respectively.

##### ***Margin Loan Facility***

---

KKR Fresh Holdings L.P. has entered into a Loan Agreement dated as of February 25, 2021 (as amended from time to time, the “Loan Agreement” and together with any borrowing notice and each agreement or instrument delivered pursuant to the foregoing or pursuant to the security interests and collateral granted in accordance with the foregoing, including pursuant to one or more Pledge and Security Agreements, in the form which has been filed as Exhibit F hereto, the “Margin Loan Documentation”), with the lenders party thereto (each, a “Lender” and collectively, the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent and calculation agent (the “Administrative Agent”). As of February 25, 2021, KKR Fresh Holdings L.P. has borrowed an aggregate of \$225,000,000 (not including any interest paid in kind) under the Loan Agreement. Pursuant to the Loan Agreement, KKR Fresh Holdings L.P.’s obligations are secured by a pledge of (x)(A) an aggregate of 523,127 shares of Series A Preferred Stock owned by KKR Fresh Holdings L.P. (the “Pledged Shares”), (B) any shares of Series A Preferred Stock issued as a payment in kind dividend with respect to the Pledged Shares and (y) any shares of Common Stock into which such Series A Preferred Stock is converted.

The loans under the Loan Agreement mature on or about February 25, 2024. Upon the occurrence of certain events that are customary for these type of loans, the Lenders may exercise their rights to require KKR Fresh Holdings L.P. to pre-pay the loan proceeds or post additional collateral, and the Lenders may exercise their rights to foreclose on, and dispose of, the Pledged Shares and other collateral, in each case, in accordance with the Margin Loan Documentation.

**Item 7. Materials to be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby amended and restated as follows:

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">Exhibit A</a>	Joint Filing Agreement by and among the Reporting Persons
Exhibit B	Powers of Attorney (incorporated herein by reference to Exhibit B to the Schedule 13D filed by certain of the Reporting Persons on May 21, 2020)
Exhibit C	Investment Agreement (incorporated herein by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K, filed on April 21, 2020)
Exhibit D	Series A Certificate of Designations of the Issuer (incorporated herein by reference to Exhibit 3.1 to the Issuer’s Current Report on Form 8-K, filed on May 6, 2020)
Exhibit E	Registration Rights Agreement (incorporated herein by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K, filed on May 6, 2020)
<a href="#">Exhibit F</a>	Form of Pledge and Security Agreement

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 26, 2021

**KKR FRESH HOLDINGS L.P.**

By: KKR Fresh Holdings GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH HOLDINGS GP LLC**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH AGGREGATOR L.P.**

By: KKR Fresh Aggregator GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH AGGREGATOR GP LLC**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR AMERICAS FUND XII L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Director

**KKR ASSOCIATES AMERICAS XII L.P.**

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Director

**KKR AMERICAS XII LIMITED**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for

Robert H. Lewin, Director

---

**KKR GROUP PARTNERSHIP L.P.**

By: KKR Group Holdings Corp., its general partner

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR GROUP HOLDINGS CORP.**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR & CO. INC.**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR MANAGEMENT LLP**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**HENRY R. KRAVIS**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

**GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

Annex A

Directors of KKR & Co. Inc.

The following sets forth the name and principal occupation of each of the directors of KKR & Co. Inc. Each of such persons is a citizen of the United States other than Xavier Niel, who is a citizen of France.

<b>Name</b>	<b>Principal Occupation</b>
Henry R. Kravis	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
George R. Roberts	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
Joseph Y. Bae	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Scott C. Nuttall	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Mary N. Dillon	Chief Executive Officer of Ulta Beauty, Inc.
Joseph A. Grundfest	William A. Franke Professor of Law and Business of Stanford Law School
John B. Hess	Chief Executive Officer of Hess Corporation
Xavier Niel	Founder, Deputy Chairman of the Board and Chief Strategy Officer of Iliad SA
Patricia F. Russo	Retired, Former Chief Executive Officer of Alcatel-Lucent
Thomas M. Schoewe	Retired, Former Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc.
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley

JOINT FILING AGREEMENT

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the Common Stock of US Foods Holding Corp., is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below that is named as a reporting person in such filing in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: February 26, 2021

**KKR FRESH HOLDINGS L.P.**

By: KKR Fresh Holdings GP LLC, its general partner

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH HOLDINGS GP LLC**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH AGGREGATOR L.P.**

By: KKR Fresh Aggregator GP LLC, its general partner

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR FRESH AGGREGATOR GP LLC**

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Assistant Treasurer

**KKR AMERICAS FUND XII L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher

\_\_\_\_\_  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Director

**KKR ASSOCIATES AMERICAS XII L.P.**

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Director

**KKR AMERICAS XII LIMITED**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Director

**KKR GROUP PARTNERSHIP L.P.**

By: KKR Group Holdings Corp., its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR GROUP HOLDINGS CORP.**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR & CO. INC.**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**KKR MANAGEMENT LLP**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact for  
Robert H. Lewin, Chief Financial Officer

**HENRY R. KRAVIS**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact

**GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher  
Title: Attorney-in-fact





**FORM OF PLEDGE AND SECURITY AGREEMENT**

This Pledge and Security Agreement (this “**Security Agreement**”) is entered into as of [\_\_\_\_], 2021, by and among [BANK], as secured party on its own behalf and on behalf of the Perfection Parties (as defined below) (“**Secured Party**”), and KKR Fresh Holdings L.P., a Delaware limited partnership, as pledgor (“**Pledgor**”).

Reference is made herein to that certain Margin Loan Agreement dated as of February 25, 2021 among Pledgor, as Borrower, KKR Fresh Holdings GP LLC, a Delaware limited liability company, as Borrower’s general partner, the several Lenders from time to time party thereto (the “**Lenders**”) and JPMorgan Chase Bank, N.A., as Administrative Agent (as such may be amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

**WHEREAS**, Secured Party has required, as a condition to the obligation of Secured Party to make loans to Borrower under the Loan Agreement, that Pledgor execute and deliver this Security Agreement; and

**WHEREAS**, Pledgor agrees to grant a security interest in, and pledge and assign as applicable, the Collateral (as defined below) to Secured Party, as herein provided.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. **Security Interest.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor hereby pledges, collaterally assigns and grants to Secured Party, on its own behalf and on behalf of (x) each Agent Lender and (y) all Related Parties of the foregoing to the extent of any Secured Obligations (as defined below) owing to such Related Party, a continuing first priority security interest in and lien on, and a right of set-off against, the Collateral to secure the payment and the performance of the Secured Obligations.

2. **Collateral.** The security interest granted hereunder to Secured Party is in all of Pledgor’s right, title and interest in and to, or otherwise with respect to, the following property and assets, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the “**Collateral**”):

(a) (i) the Collateral Shares and security entitlements in respect of the Collateral Shares credited to the Collateral Account (such Collateral Shares and/or security entitlements in respect thereof, the “**Relevant Collateral Shares**”); (ii) all dividends, shares, units, securities, cash, instruments, moneys or property (a) representing a dividend, distribution or return of capital in respect of any of the Relevant Collateral Shares (including, without limitation, any Ordinary Cash Dividend or Extraordinary Distribution distributed thereon and any Series A PIK Shares issued in respect of any Preferred Shares that constitute Relevant Collateral Shares) or other property described in this definition, (b) resulting from a split-up (including, without limitation, a Split-off), revision, reclassification, recapitalization or other similar change with respect to any of the Relevant Collateral Shares or other property described in this definition, (c) otherwise received in exchange for or converted from any of the Relevant Collateral Shares (including any Common Shares received upon conversion of any Preferred Shares or Series A PIK Shares that constitute Relevant Collateral Shares) or other property described in this definition and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, any of the Relevant Collateral Shares or other property described in this definition or (d) in connection with a Spin-off; (iii) in the event of any Merger Event in which Issuer is not the surviving entity, all units or shares of each class of the ownership interest or capital stock (as applicable) in or of the successor entity formed by or resulting from such Merger Event and any other consideration that is exchanged for the Relevant Collateral Shares or into which the Relevant Collateral Shares are converted; and (iv) all general intangibles, rights and privileges related or appurtenant to any of the Relevant Collateral Shares, including any voting rights and conversion rights, and any substitutions for any of the foregoing, in each case whether now existing or hereafter arising;

(b) the Collateral Account (as defined below) and any Cash, Cash Equivalents, securities (including the Collateral Shares), general intangibles, investment property, financial assets, and other property that may from time to time be deposited in, credited to, or held or carried in the Collateral Account or that is delivered to or in possession or control of Secured Party or any of Secured Party's agents pursuant to this Security Agreement or the Loan Agreement; all security entitlements as defined in §8-102(a)(17) of the UCC with respect to any of the foregoing and all income and profits on any of the foregoing, all dividends, interest and other payments and distributions with respect to any of the foregoing, all other rights and privileges appurtenant to any of the foregoing, including any voting rights and redemption rights, and any substitutions for any of the foregoing, and any proceeds of any of the foregoing, in each case whether now existing or hereafter arising;

(c) Secured Party's allocable share (determined on a Pro Rata Basis) of Pledgor's rights under any Equity Commitment Letter delivered pursuant to the Loan Agreement; and

(d) all Proceeds (as defined below) of the Collateral described in the foregoing clauses (a), (b) and (c).

As used herein, the term "**Collateral Account**" means that certain securities account No. [ ] of Pledgor established and maintained by Deutsche Bank Trust Company Americas (the "**Custodian**"), including any subaccount, substitute, successor or replacement securities or deposit account, or any custodial or other such account in or to which any Collateral is now or hereafter held or credited. Any renumbering of the Collateral Account by Custodian shall not limit the rights of Secured Party hereunder, and, to the extent necessary, such renumbering shall be automatically incorporated into the definition of Collateral Account. "**Proceeds**" means all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, or other disposition of, or other realization upon, any Collateral.

The security interest granted hereunder is granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Pledgor with respect to any of the Collateral or any transaction in connection therewith.

### 3. **Collateral Maintenance and Administration.**

(a) Promptly upon written demand of Secured Party, Pledgor shall pay to Secured Party the amount of any Taxes that Secured Party may be required to pay with respect to the Collateral by reason of the security interest granted herein (including but not limited to any Taxes with respect to (x) income earned with respect to the Collateral or (y) any proceeds or income from the sale, loan or other transfer of any Collateral) or to free any Collateral from any Lien thereon (other than Permitted Liens, unless the Collateral is being freed from a Permitted Lien described in clause (a) of the definition thereof in connection with foreclosure on the Collateral). For the avoidance of doubt, this provision does not apply to Taxes imposed on Secured Party in its capacity as beneficial owner of any assets formerly held as Collateral should Secured Party acquire such assets from Pledgor.

(b) Unless an Event of Default has occurred and is continuing, Secured Party shall not have the right to rehypothecate, use, borrow, lend, pledge or sell the Relevant Collateral Shares, except as contemplated by the Margin Loan Documentation or with Pledgor's consent.

(c) At all times prior to the sale of any Relevant Collateral Shares pursuant to an exercise of remedies hereunder, subject to Section 6.11 of the Loan Agreement, Pledgor shall be entitled to exercise voting rights with respect to the Relevant Collateral Shares.

(d) The parties hereto agree that at all times prior to the sale of any Collateral pursuant to an exercise of remedies hereunder, Pledgor shall be treated as the owner of the Collateral for U.S. federal, state and local tax purposes.

4. **Secured Obligations.** All Obligations owed to Secured Party or any Agented Lender or their Related Parties (collectively, the "**Secured Obligations**") are secured by this Security Agreement.

5. **Pledgor's Representations and Warranties.** Pledgor hereby represents and warrants to Secured Party, as of the date hereof and any subsequent date on which Collateral is deposited into or credited to the Collateral Account or delivered to Custodian, that:

(a) The security interest in the Collateral granted to Secured Party pursuant to this Security Agreement is a valid and binding security interest in the Collateral (subject to no other Liens, other than Permitted Liens).

(b) Subject to the execution of the applicable Control Agreement, the security interest created in favor of Secured Party in the Collateral Account and the security entitlements in respect of the Relevant Collateral Shares and other financial assets credited thereto constitutes a perfected first priority security interest securing the Secured Obligations, Secured Party has control (within the meaning of Sections 8-106 and 9-106 of the UCC) thereof and no action based on an adverse claim to such security entitlement or such financial asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against Secured Party, in each case, subject to Permitted Liens.

(c) With respect to all Collateral a security interest in which may be perfected by filing a financing statement pursuant to the UCC, when a UCC financing statement in the form of Exhibit A hereto is filed in the appropriate office against Pledgor in the location listed on Schedule 1 (naming Pledgor as the debtor and Secured Party as the secured party), Secured Party will have a valid and perfected first priority (subject to Permitted Liens) security interest in such Collateral as security for the payment and performance of the Secured Obligations.

(d) (i) The Advances made by Secured Party or any Agented Lender under the Loan Agreement and the pledge of the Relevant Collateral Shares (or security entitlements in respect thereof) by Pledgor hereunder are not a device to secure the sale thereof, (ii) Pledgor has no expectation or intention that an Event of Default will occur under the Loan Agreement, (iii) Pledgor intends and expects to repay in full the Secured Obligations in a manner that will not result in a sale by Secured Party of such Relevant Collateral Shares, (iv) the pledge of such Relevant Collateral Shares hereunder constitutes a bona fide pledge and (v) Secured Party has full recourse to Pledgor with respect to the Secured Obligations. The representation and warranty set forth in this clause (d) shall be deemed repeated as of any date on which Collateral is released under the Loan Agreement.

6. **Pledgor's Covenants.** During the term of this Security Agreement:

(a) Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to Secured Party, other than Permitted Liens. Pledgor shall not, at any time, file or suffer to be on file, or authorize to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which Secured Party is not named as the sole secured party.

(b) Whether the Collateral is or is not in Secured Party's possession, and without any obligation to do so and without waiving Pledgor's default for failure to make any such payment, Secured Party at its option may, following notice to Pledgor when it may reasonably do so without prejudice, pay any such costs and expenses and discharge encumbrances on the Collateral, and any payments of such costs and expenses and any payments to discharge such encumbrances shall be a part of the Secured Obligations. Pledgor agrees to reimburse Secured Party on demand for any payments of such costs and expenses and any payments to discharge such encumbrances.

(c) Pledgor shall take such other actions as Secured Party shall reasonably determine are necessary or appropriate to perfect and duly record the Lien created under this Security Agreement in the Collateral, including executing, delivering, filing and/or recording, in such locations and jurisdictions as Secured Party shall specify, any financing statement, register of mortgages and charges, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Secured Party) to create, preserve or perfect the security interest granted pursuant hereto and the priority thereof or to enable Secured Party to exercise and enforce its rights under this Security Agreement with respect to such security interest, including, without limitation, executing and delivering or causing the execution and delivery of a control agreement with respect to the Collateral Account in form and substance reasonably satisfactory to Secured Party and/or, to the extent that any Collateral (other than Cash or Cash Equivalents) is not held through DTC or another clearing corporation (as defined in the UCC), causing any or all of the Collateral to be transferred of record into the name of Secured Party or its nominee.

(d) Pledgor shall (i) promptly furnish Secured Party any information with respect to the Collateral reasonably requested by Secured Party and (ii) allow Secured Party or its representatives to inspect and copy, or furnish Secured Party or its representatives with copies of, all records relating to the Collateral (other than, in each case, information or records Pledgor is prohibited from disclosing due to applicable Law, and Tax returns of Pledgor, Fund Entities or Affiliates of any of the foregoing, other than receipts or other evidence showing the payment of Taxes with respect to the Collateral), subject to Section 5.06 of the Loan Agreement. Notwithstanding the foregoing, to the extent any information requested by Secured Party is not then available, Pledgor will furnish to Secured Party or cause to be furnished to Secured Party such information as soon as reasonably practicable after such request.

(e) Without at least ten (10) days' prior written notice to Secured Party, Pledgor shall not (i) maintain any of Pledgor's books and records with respect to the Collateral at any office, or maintain Pledgor's place of business (or, if Pledgor has more than one place of business, Pledgor's chief executive office) at any place other than at the address indicated in Section 9.02(a) of the Loan Agreement or (ii) make or permit any change to Pledgor's name, or the name under which Pledgor does business, or the form or jurisdiction of Pledgor's organization from the name, form and jurisdiction set forth on the first page of this Security Agreement.

(f) Pledgor shall not close the Collateral Account or transfer any Collateral held therein or credited thereto (it being understood that Pledgor may require Secured Party to direct Custodian to release Collateral in accordance with Section 2.06(d) of the Loan Agreement) without (i) obtaining the prior written consent of Secured Party and (ii) entering into such agreements as Secured Party may in its sole discretion require to ensure the continued priority and perfection of its lien on such Collateral.

(g) Pledgor shall instruct Issuer and its transfer agent to make all payments and distributions in respect of the Relevant Collateral Shares owned by Pledgor, including without limitation dividend payments, any Series A PIK Shares issued in respect of any Preferred Shares that constitute Relevant Collateral Shares and any Common Shares received upon conversion of any Preferred Shares or Series A PIK Shares that constitute Relevant Collateral Shares, directly to the Collateral Account, and Pledgor shall maintain such instruction continuously in effect until this Security Agreement is terminated.

## 7. Ownership and Bust-Up.

(a) Definitions. As used in this Section 7:

**"Beneficial Ownership"** means, in respect of Secured Party or any Agented Lender, the "beneficial ownership" (within the meaning of Section 13(d)) of outstanding Voting Equity Interests (including Common Shares), without duplication, by Secured Party or such Agented Lender, as the case may be, together with any of its Affiliates or other Persons subject to aggregation with Secured Party or such Agented Lender, as the case may be, under Section 13(d) for purposes of "beneficial ownership" or under any Applicable Restriction (as defined below), or by any "group" (within the meaning of Section 13(d)) of which Secured Party or such Agented Lender, as the case may be, is, or is deemed to be, a part (Secured Party or such Agented Lender, as the case may be, and any such Affiliates, Persons and groups, collectively, with respect to such Secured Party, the "**Secured Party Group**," or with respect to such Agented Lender, the "**Lender Group**," as the case may be) (or, to the extent that, as a result of a change in law, regulation or interpretation after the date hereof, the equivalent calculation for purposes of determining status as a beneficial owner under Section 16 of the Exchange Act and the rules and regulations promulgated thereunder results in a different ownership level, such ownership level).

**"Lender Person"** means any Agented Lender or any Lender Group (as defined above) or any Person whose ownership position would be aggregated with that of such Agented Lender or any Lender Group.

**"Qualifying Disposition"** means a sale, transfer or other disposition of Relevant Collateral Shares:

(i) to any Person who acquires them in a broadly distributed public offering of the Relevant Collateral Shares (including the underwriter or placement agent of such offering, which may be Secured Party or an Affiliate of Secured Party);

(ii) effected on any securities exchange so long as neither Secured Party nor any Affiliate of Secured Party solicited or arranged for the solicitation of orders to buy such Relevant Collateral Shares in anticipation of or in connection with such sale;

(iii) made in compliance with the manner-of-sale requirements set forth in Rule 144(g) under the Securities Act;

(iv) to a Person that Secured Party believes in good faith is not, and after giving effect to such sale, transfer or other disposition, will not be, an Affiliate of Issuer;

(v) to a Person that is an Affiliate of Issuer prior to such sale, transfer or other disposition so long as the Voting Equity Interests represented by the Collateral Shares, or Shares that are collateral or other security for any other transaction to which Secured Party or any Affiliate thereof is party, sold, transferred or otherwise disposed of to such Person (in any manner at any time, in one transaction or a series of transactions) does not in the aggregate exceed 9.0% of the outstanding Voting Equity Interests;

(vi) to Issuer or any Subsidiary thereof; or

(vii) to Pledgor or an Affiliate thereof.

“**Section 13(d)**” means Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

“**Secured Party Person**” means Secured Party or any Secured Party Group (as defined above) or any Person whose ownership position would be aggregated with that of Secured Party or any Secured Party Group.

“**Voting Equity Interests**” means Equity Interests of Issuer that are entitled to vote as to any matter affecting “control” of Issuer within the meaning of Rule 405 under the Securities Act.

(b) Ownership Provision.

(i) Notwithstanding any other provision of the Margin Loan Documentation to the contrary, in no event shall Secured Party or any Agented Lender be entitled to acquire, receive, vote or exercise any other rights of a secured party in respect of any Relevant Collateral Shares to the extent (but only to the extent) that immediately upon giving effect to such acquisition, receipt or exercise of such rights:

(A) the Beneficial Ownership by any Secured Party Person or any Lender Person of (i) Common Shares would be equal to or greater than 9.0% of the number of the total outstanding Common Shares or (ii) Voting Equity Interests would be equal to or greater than 9.0% of the total outstanding Voting Equity Interests; or

---

(B) any Secured Party Person or Lender Person under any federal, state or local laws, rules, regulations or regulatory orders or any provisions of the Organization Documents of Issuer or any agreement to which Pledgor or any Affiliate thereof or Issuer is a party, in each case, (x) applicable to ownership of any type of Collateral and (y) as to which Secured Party has delivered irrevocable written notice to Pledgor of its election for this clause (B) to apply (“**Applicable Restrictions**”), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of units of such type of Collateral equal to: (i) the number of units of such type of Collateral that would give rise to any reporting or registration obligation or other requirement (including obtaining prior approval by any Person or entity) of such Secured Party Person or such Lender Person, as applicable, or would result in an adverse effect on such Secured Party Person or such Lender Person, as applicable, under any Applicable Restriction, as determined by Secured Party in its reasonable discretion, in each case minus (ii) 1.0% of the number of the total outstanding units of such type of Collateral;

(each of paragraphs (A) and (B) above, an “**Ownership Limitation**”).

(ii) The inability of Secured Party or any Agented Lender to acquire, receive or exercise rights with respect to any type of Collateral as provided above at any time as a result of an Ownership Limitation shall not preclude Secured Party or any Agented Lender from taking such action at a later time when no such Ownership Limitation is then existing or would result under this provision. Notwithstanding any other provision of the Margin Loan Documentation to the contrary, no Secured Party Person or Lender Person shall become the record or beneficial owner, or otherwise have any rights as a holder, of any Collateral that Secured Party or the Agented Lender, as the case may be, is not entitled to acquire or receive, or exercise any other rights of a secured party in respect of, at any time pursuant to this Ownership Provision, until such time as Secured Party or such Agented Lender, as the case may be, is not prohibited from acquiring, receiving or exercising such rights in respect thereof under this Ownership Provision, and any such acquisition, receipt or exercise of such rights shall be void and have no effect to the extent (but only to the extent) that Secured Party or such Agented Lender, as the case may be, is so prohibited.

(c) **Bust-up Provision.** Notwithstanding any other provision of the Margin Loan Documentation to the contrary, any sale, transfer or other disposition of Relevant Collateral Shares by Secured Party must be a Qualifying Disposition.

8. **Power of Attorney.** Subject to Section 7 of this Security Agreement, Pledgor, in such capacity, hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority, in the name of Pledgor or in its own name, to take upon the occurrence and during the continuance of an Event of Default that has not been waived, cured or deemed not to occur pursuant to Section 7.01 of the Loan Agreement, any and all action and to execute any and all documents and instruments that Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Security Agreement, including, without limitation, selling any of the Collateral on behalf of Pledgor as agent or attorney in fact for Pledgor, in the name of Pledgor and applying the proceeds received therefrom to the Secured Obligations and/or exercising rights with respect to any Relevant Collateral Shares; *provided* that nothing in this Section 8 shall be construed to obligate Secured Party to take any action hereunder nor shall Secured Party be liable to Pledgor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest, is irrevocable, and shall continue until the Secured Obligations have been paid and performed in full. Without limiting the generality of the foregoing, so long as Secured Party shall be entitled under Section 9 to make collections in respect of the Collateral, Secured Party shall have the right and power to receive, endorse and collect all checks made payable to the order of Pledgor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.



## 9. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, subject to Section 7, Secured Party may: take control of proceeds, including stock received as dividends or by reason of stock splits; release the Collateral in its possession to Pledgor, temporarily or otherwise; take control of funds generated by the Collateral, such as cash dividends, interest and proceeds, and use the same to reduce any part of the Secured Obligations and exercise all other rights that an owner of such Collateral may exercise; and at any time transfer any of the Collateral or evidence thereof into its own name or that of its nominee. Secured Party shall not be liable for failure to collect any account or instruments, or for any act or omission on the part of Secured Party, its officers, agents or employees, except for any act or omission arising out of their own willful misconduct, gross negligence, bad faith or fraud. The foregoing rights and powers of Secured Party will be in addition to, and not a limitation upon, any rights and powers of Secured Party given by law, elsewhere in this Security Agreement, the other Margin Loan Documentation or otherwise.

(b) Subject to Section 7, in addition to and not in lieu of the rights set forth in Section 9(a), upon the occurrence and during the continuance of an Event of Default, Secured Party may, without notice of any kind, which Pledgor hereby expressly waives (except for any notice required under this Security Agreement or any other Margin Loan Documentation that may not be waived under applicable Law), at any time thereafter exercise and/or enforce any of the following rights and remedies, at Secured Party's option:

(i) Deliver or cause to be delivered from the Collateral Account to itself or to an Affiliate, Relevant Collateral Shares (or security entitlements in respect thereof) and any other Collateral;

(ii) Exercise the conversion right in accordance with the Certificate of Designations with respect to the Preferred Shares constituting Collateral and cause the related Common Shares received upon conversion to be delivered to Pledgor, to Secured Party or its Affiliate or to a third party designated by Secured Party;

(iii) Demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, and otherwise exercise all of Pledgor's rights with respect to any and all of the Collateral, in its own name, in the name of Pledgor or otherwise; *provided* that Secured Party shall have no obligation to take any of the foregoing actions; and

(iv) Sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places and at such time or times as Secured Party deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, upon such terms and conditions as it deems advisable, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required by applicable Law and cannot be waived), and Secured Party may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale or at one or more private sales and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Pledgor. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

(c)

(i) Pledgor specifically understands and agrees that any sale by Secured Party of all or part of the Collateral pursuant to the terms of this Security Agreement may be effected by Secured Party at times and in manners that could result in the proceeds of such sale being significantly and materially less than might have been received if such sale had occurred at different times or in different manners (including, without limitation, as a result of the provisions of Section 7 hereof, the Certificate of Designations and the Issuer Agreement), and Pledgor hereby releases Secured Party and its officers and representatives from and against any and all obligations and liabilities arising out of or related to the timing or manner of any such sale, to the extent permitted under applicable Law. Without limiting the generality of the foregoing, (i) Pledgor acknowledges that the Collateral is subject to certain transfer and other restrictions under the Issuer Agreement which Secured Party is required to comply with (including, without limitation, a limitation on the Persons who may purchase Collateral Shares), which may result in significantly and materially less proceeds, or the conversion or disposition of a greater amount of Collateral, than might have been received if such restrictions were not applicable and (ii) if, in the reasonable opinion of Secured Party, there is any question that a public sale or distribution of any Collateral will violate any state or federal securities law, including without limitation, the Securities Act, Secured Party may offer and sell such Collateral in a transaction exempt from registration under the Securities Act, and/or limit purchasers to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act) and/or who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof and/or who will agree to comply with restrictions on transfer, and, in each case, any such sale made in good faith by Secured Party shall be deemed “commercially reasonable”. Furthermore, Pledgor acknowledges that any such restricted or private sales may be at prices and on terms less favorable to Pledgor than those obtainable through a public sale without such restrictions, and agrees that such sales shall not be considered to be not commercially reasonable solely because they are so conducted on a restricted or private basis. Pledgor further acknowledges that any specific disclaimer of any warranty of title or the like by Secured Party will not be considered to adversely affect the commercial reasonableness of any sale of Collateral.

---

(ii) Pledgor agrees and acknowledges that the Common Shares are customarily sold on a recognized market within the meaning of Section 9-610 of the UCC. In the event that an Event of Default shall have occurred and be continuing and Secured Party shall desire to exercise any of its rights and remedies with respect to the Collateral, as provided above or otherwise available to it under the UCC, at law or in equity, as contemplated by Section 9-603 of the UCC, the parties hereto agree to the standards set forth herein for measuring the fulfillment of the obligations of Secured Party and the rights of Pledgor under the UCC. In the event that notification of disposition of the Collateral is required by applicable law (it being acknowledged and agreed that no such notice shall be required if any Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market), the parties hereto agree that notice sent to each of the persons specified in Section 9-611(c) of the UCC prior to (x) the date of any proposed public sale of the Collateral (or on such date but prior to any such sale) or (y) the date on or after which Secured Party intends to conduct a private sale of Collateral (or on such date but prior to any such sale), shall constitute a reasonable time for such notice. Notwithstanding any notification that Secured Party may provide or be required by applicable law to provide with respect to a disposition of Collateral, the parties hereto agree that it shall be deemed commercially reasonable for Secured Party to cause any or all Relevant Collateral Shares that are Preferred Shares to be converted into Common Shares without any prior notice to Pledgor.

(iii) In the event that Secured Party determines to sell Collateral in a sale that is a public sale for purposes of the UCC, the parties hereto agree that posting of notice of such sale, such notice to describe the Collateral being sold and the time and place of the sale as described below, through the Bloomberg Professional service or any other comparable on-line service widely used by sophisticated equity traders and/or investors after the close of trading on the Exchange on the day of, but prior to, such sale shall constitute sufficient public notice of any such sale and that no notice thereof in any newspaper or other written publication shall be required. The parties hereto agree that notification of the time and method of a sale of the Collateral conducted in such a manner shall constitute sufficient notice of the time and place of the public sale for purposes of the UCC. Any disposition pursuant to the foregoing procedures shall be deemed to be a public disposition for purposes of the UCC even if Secured Party is the only person who submits a bid for the Collateral. Each of the parties hereto has been advised by legal counsel and believes that the foregoing procedures and agreements for any disposition of the Collateral are in their mutual interest.

(iv) Pledgor hereby (A) acknowledges that, with respect to the Relevant Collateral Shares, selling or otherwise disposing of such Relevant Collateral Shares in accordance with the restrictions and other provisions set forth in this Section 9(c) may result in prices and terms less favorable to Pledgor and Secured Party than those that could be obtained by selling or otherwise disposing of such Relevant Collateral Shares in a single transaction to a single purchaser and (B) agrees and acknowledges that no method of sale or other disposition of Collateral shall be deemed commercially unreasonable because of any action taken or not taken by Secured Party to comply with such restrictions or otherwise comply with such provisions. Secured Party or any Agent Lender may purchase the Collateral for its own account at any public disposition within the meaning of the UCC. Secured Party shall give Pledgor such notice of any public or private sale as may be required by the UCC; *provided* that, if Secured Party fails to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC. Pledgor further acknowledges that to the extent Secured Party exercises any of its rights or remedies through any bulk sale or private sale, (x) such bulk sale or private sale may result in a lower sale price than would be obtainable through a public sale and (y) such bulk sale or private sale shall not be considered to be not commercially reasonable solely because it is conducted as a bulk or private sale or results in a lower sale price than would be obtainable through a public sale.

Pledgor further agrees that any exercise of the conversion right with respect to the Relevant Collateral Shares that are Preferred Shares shall be deemed a “commercially reasonable” exercise of remedies hereunder. Pledgor further agrees that any exercise of the conversion right with respect to any number of Relevant Collateral Shares that are Preferred Shares in accordance with the Certificate of Designations shall be deemed a “commercially reasonable” exercise of remedies hereunder, regardless of whether Secured Party subsequently disposes of the Common Shares issued in such conversion promptly thereafter or at all.

(d) If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this Section 9 are insufficient to cover the costs and expenses of such sale, collection or realization and the payment in full of the Secured Obligations, Secured Party may continue to enforce its remedies under this Security Agreement and the other Margin Loan Documentation to collect the deficiency.

(e) Secured Party’s duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if it exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third Person, exercises reasonable care in the selection of the bailee or other third Person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Pledgor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

(f) If Secured Party shall determine to exercise its right to sell all or any portion of the Collateral pursuant to this Section 9, Pledgor agrees that, upon request of Secured Party, Pledgor will, at its own expense:

(i) execute and deliver, to any Person or Governmental Authority, or any of their agents, as Secured Party may choose, any and all documents and writings that, in Secured Party’s reasonable judgment, may be required by such Person or any Governmental Authority located in any city, county, state or country where Pledgor or Issuer engages in business, in each case in order to permit the transfer of, or to more effectively or efficiently transfer, the Collateral or otherwise enforce Secured Party’s rights hereunder; and

(ii) do or cause to be done all such other acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable Law.

(g) Except as otherwise expressly provided in this Security Agreement, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other Cash held by Secured Party as Collateral, following the occurrence, and during the continuance, of an Event of Default, shall be applied by Secured Party to the Secured Obligations in such order as Secured Party shall determine.

(h) Pledgor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 9 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 9 may be specifically enforced.

## 10. Secured Party as Perfection Agent.

Solely for purposes of perfecting the Liens of any Agented Lender and any Related Parties of Secured Party or any Agented Lender (the “**Perfection Parties**”) in the Collateral, Secured Party hereby acknowledges, with respect to all of the Collateral that it controls, that it will also hold control over such property as gratuitous bailee for the benefit of such Perfection Parties (such bailment being intended, among other things, to satisfy the requirements of Sections 8-106(d)(3), 8-301(b)(2) and 9-313(c) of the UCC) until, in the case of any Agented Lender or any Related Parties of such Agented Lender, such time as such Agented Lender becomes an Applicable Lender under the Loan Agreement and has a separate Security Agreement and Control Agreement with respect to its Collateral; *provided* that Secured Party shall not have any fiduciary or other duty hereunder to any such Perfection Party.

## 11. General.

(a) **Successors and Assigns.** The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that (i) Pledgor may not assign or otherwise transfer any of its rights or obligations hereunder or under any other Margin Loan Documentation without the prior written consent of Secured Party (and any attempted assignment or transfer by Pledgor without such consent shall be null and void) and (ii) Secured Party may not assign or otherwise transfer its rights or obligations hereunder except in accordance with Section 9.07 of the Loan Agreement. Nothing in this Security Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, the Perfection Parties and their respective successors and assigns permitted under the Loan Agreement) any legal or equitable right, remedy or claim under or by reason of this Security Agreement.

(b) **No Waiver.** No failure or delay by Secured Party in exercising any right or power hereunder or under any other Margin Loan Documentation shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Secured Party hereunder and under any other Margin Loan Documentation are cumulative and are not exclusive of any rights or remedies that it would otherwise have. No waiver of any provision of any Margin Loan Documentation or consent to any departure by Pledgor therefrom shall in any event be effective unless the same shall be permitted by Sections 9.01 and 9.03 of the Loan Agreement, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand. Without limiting the generality of the foregoing, the making of an Advance shall not be construed as a waiver of any Event of Default, regardless of whether Secured Party or any Agented Lender may have had notice or knowledge of such Event of Default at the time.

(c) Continuing Agreement; Release of Collateral. This Security Agreement shall constitute a continuing agreement and shall continue in effect until the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted or accrued) have been paid in full, at which time the Collateral shall automatically be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Pledgor. At the request and sole expense of Pledgor following any such termination, Secured Party shall deliver to Pledgor any Collateral held by Secured Party hereunder, and execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination, including notice to any securities intermediary terminating the applicable Control Agreement. No Collateral shall be released prior to the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted or accrued), except as set forth in Section 2.06(d) of the Loan Agreement. Notwithstanding the foregoing, if at any time, any payment in respect of the Secured Obligations is rescinded or must be otherwise restored by any holder of any of the Secured Obligations, whether as a result of any proceedings in insolvency, bankruptcy or reorganization or otherwise, the rights and obligations of the parties hereunder, and the Liens of Secured Party on the Collateral shall be automatically reinstated and Pledgor shall promptly deliver any documentation reasonably requested by Secured Party to evidence such reinstatement.

(d) Definitions. Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Security Agreement; if UCC definitions conflict, Article 8 and/or 9 definitions apply.

(e) Notice. Each notice to, or other communication with any party hereunder shall be given to such party as provided under Section 9.02 of the Loan Agreement .

(f) Modifications. No provision hereof shall be modified or limited except pursuant to Section 9.01 of the Loan Agreement. The provisions of this Security Agreement shall not be modified or limited by course of conduct or usage of trade.

(g) Financing Statement. Pledgor hereby irrevocably authorizes Secured Party (or its designee) at any time and from time to time to file in any jurisdiction any financing or continuation statement and amendment thereto or any registration of charge, mortgage or otherwise, containing any information required under the UCC or the Law of any other applicable jurisdiction (in each case without the signature of Pledgor to the extent permitted by applicable Law), necessary or appropriate in the judgment of Secured Party to perfect or evidence its security interest in and lien on the Collateral. Pledgor agrees to provide to Secured Party (or its designees) any and all information required under the UCC or the Law of any other applicable jurisdiction for the effective filing of a financing statement and/or any amendment thereto or any registration of charge, mortgage or otherwise.

(h) Counterparts; Integration; Effectiveness. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Security Agreement and the other Margin Loan Documentation constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. This Security Agreement shall become effective when it shall have been executed by Secured Party and when Secured Party shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or electronic transmission shall be effective as delivery of an original executed counterpart of such signature page. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Security Agreement or any document to be signed in connection with this Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

(i) Severability. Any provision of any Margin Loan Documentation held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(j) **WAIVER OF MARSHALING**. EACH OF PLEDGOR AND SECURED PARTY ACKNOWLEDGES AND AGREES THAT IN EXERCISING ANY RIGHTS UNDER OR WITH RESPECT TO THE COLLATERAL HEREUNDER OR UNDER ANY OTHER SECURITY AGREEMENT: (A) SECURED PARTY IS UNDER NO OBLIGATION TO MARSHAL ANY SUCH COLLATERAL; (B) SECURED PARTY MAY, IN ITS ABSOLUTE DISCRETION, REALIZE UPON SUCH COLLATERAL IN ANY ORDER AND IN ANY MANNER IT SO ELECTS; AND (C) SECURED PARTY SHALL APPLY THE PROCEEDS OF ANY OR ALL OF SUCH COLLATERAL TO THE SECURED OBLIGATIONS IN SUCH ORDER AS IT MAY DETERMINE. PLEDGOR WAIVES ANY RIGHT TO REQUIRE THE MARSHALING OF ANY SUCH COLLATERAL.

(k) Governing Law; Submission to Jurisdiction. This Security Agreement constitutes “Margin Loan Documentation” entered into in connection with the Loan Agreement. The provisions of Section 9.06 of the Loan Agreement shall apply *mutatis mutandis* to this Security Agreement as if such provisions were fully set forth herein. As permitted by Article 4 of the Convention, the parties hereto agree that the law of the State of New York shall govern each of the issues specified in Article 2(1) of the Convention.

*[Signature Page Follows]*

---

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

**PLEDGOR:**

**KKR FRESH HOLDINGS L.P.**, as Pledgor

By: KKR FRESH HOLDINGS GP LLC, its general partner

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Security Agreement]*

---



**SECURED PARTY:**

**[BANK]**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Security Agreement]*

---

**UCC Filing Location**

1. Delaware

---