

**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): September 2, 2022**

**Philip Morris International Inc.**

(Exact name of registrant as specified in its charter)

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

**1-33708**  
(Commission File Number)

**13-3435103**  
(I.R.S. Employer  
Identification No.)

**120 Park Avenue    New York    New York**  
(Address of principal executive offices)

**10017-5592**  
(Zip Code)

**Registrant's telephone number, including area code: (917) 663-2000**

(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:

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- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	PM	New York Stock Exchange
2.500% Notes due 2022	PM22C	New York Stock Exchange
2.625% Notes due 2023	PM23	New York Stock Exchange
2.125% Notes due 2023	PM23B	New York Stock Exchange
3.600% Notes due 2023	PM23A	New York Stock Exchange
2.875% Notes due 2024	PM24	New York Stock Exchange
2.875% Notes due 2024	PM24C	New York Stock Exchange
0.625% Notes due 2024	PM24B	New York Stock Exchange
3.250% Notes due 2024	PM24A	New York Stock Exchange
2.750% Notes due 2025	PM25	New York Stock Exchange
3.375% Notes due 2025	PM25A	New York Stock Exchange
2.750% Notes due 2026	PM26A	New York Stock Exchange
2.875% Notes due 2026	PM26	New York Stock Exchange
0.125% Notes due 2026	PM26B	New York Stock Exchange
3.125% Notes due 2027	PM27	New York Stock Exchange
3.125% Notes due 2028	PM28	New York Stock Exchange
2.875% Notes due 2029	PM29	New York Stock Exchange
3.375% Notes due 2029	PM29A	New York Stock Exchange
0.800% Notes due 2031	PM31	New York Stock Exchange
3.125% Notes due 2033	PM33	New York Stock Exchange
2.000% Notes due 2036	PM36	New York Stock Exchange
1.875% Notes due 2037	PM37A	New York Stock Exchange
6.375% Notes due 2038	PM38	New York Stock Exchange
1.450% Notes due 2039	PM39	New York Stock Exchange
4.375% Notes due 2041	PM41	New York Stock Exchange
4.500% Notes due 2042	PM42	New York Stock Exchange
3.875% Notes due 2042	PM42A	New York Stock Exchange
4.125% Notes due 2043	PM43	New York Stock Exchange
4.875% Notes due 2043	PM43A	New York Stock Exchange
4.250% Notes due 2044	PM44	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 2, 2022, Philip Morris International Inc. (the “Company”) entered into amendments (the “Amendments”) to that certain 364-day bridge credit agreement, dated as of May 11, 2022 (as amended or modified from time to time prior to the date hereof, the “Bridge Credit Agreement”) among the Company, the lenders from time to time party thereto and Citibank Europe plc, UK Branch as facility agent, and to that certain term loan credit agreement, dated as of June 23, 2022 (as amended or modified from time to time prior to the date hereof, the “Term Loan Credit Agreement”) among the Company, the lenders from time to time party thereto and Citibank Europe plc, UK Branch as facility agent. The Amendments change the percentage described in the minimum acceptance condition definition in each of the Bridge Credit Agreement and the Term Loan Credit Agreement from more than 90% to more than 50%.

The description above is a summary and is qualified in its entirety by the Amendments, which are filed as Exhibits 10.1 and 10.2 to this report and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

10.1 [Amendment to the Bridge Credit Agreement, dated September 2, 2022.](#)

10.2 [Amendment to the Term Loan Credit Agreement, dated September 2, 2022.](#)

104 Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document and contained in Exhibit 101)

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## SIGNATURES

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

PHILIP MORRIS INTERNATIONAL INC.

By: /s/ DARLENE QUASHIE HENRY  
Name: Darlene Quashie Henry  
Title: Vice President, Associate General Counsel &  
Corporate Secretary

Date: September 2, 2022

**AMENDMENT NO. 1**

This Amendment No. 1 (this "Agreement") to the Credit Agreement (as defined below) is dated as of September 2, 2022, among PHILIP MORRIS INTERNATIONAL INC., a Virginia corporation ("PMI"), the Lenders party hereto and CITIBANK EUROPE PLC, UK BRANCH, as Facility Agent.

WHEREAS, PMI, the Lenders and the Facility Agent are parties to that certain 364-Day Bridge Credit Agreement, dated as of May 11, 2022 (as amended or modified from time to time, the "Credit Agreement"); and

WHEREAS, PMI, the Lenders party hereto and Facility Agent desire to amend certain provisions under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Agreement shall have the respective meanings given them in the Credit Agreement.

2. Amendment to Credit Agreement. The following definition in Section 1.1 of the Credit Agreement is amended and restated in its entirety as follows:

"Minimum Acceptance Condition" means that the number of acceptances received by the Offeror in respect of the Offer from shareholders of the Target in respect of the Target Shares and/or Target Shares otherwise acquired or owned by the Offeror (or to be acquired or owned by the Offeror on the date the payment is made by the settlement agent to the shareholders in connection with the Offer) exceeds 50% of the total issued and outstanding Target Shares (for the avoidance of doubt, excluding any treasury shares held by the Target).

3. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and other related documents are and shall remain in full force and effect and are hereby ratified and confirmed. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or other related documents or for any purpose except as expressly set forth herein.

For the avoidance of doubt, by executing and delivering this Agreement, each Lender party hereto agrees that, notwithstanding anything to the contrary in the Credit Agreement, the changes set forth herein do not contravene Section 5.1(d) of the Credit Agreement and are not materially adverse to the interest of the Lenders (taken as a whole) under Section 5.1(d) of the Credit Agreement.

4. Condition Precedent. This Agreement shall become effective on and as of the first date this Agreement shall have been duly executed and delivered by PMI, the Lenders (which constitute all Lenders under the Credit Agreement) and the Facility Agent.

5. Headings. Section headings included herein are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of PMI, the Facility Agent and each Lender party hereto, and each of their respective successors and assigns.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement in .PDF format or by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

**PHILIP MORRIS INTERNATIONAL  
INC.**

By: /s/ Frank de Rooij \_\_\_\_\_

Name: Frank de Rooij

Title: Vice President

Treasury and Corporate Finance

[Signature Page to Amendment No. 1]



**CITIBANK EUROPE PLC, UK  
BRANCH, as Facility Agent**

By: /s/ Alessandra Torio Scaglia  
Name: Alessandra Torio Scaglia  
Title: Vice President

**CITIBANK, N.A., JERSEY BRANCH, as  
Lender**

By: /s/ Jitendra Pal  
Name: Jitendra Pal  
Title: Vice President

**CITICORP NORTH AMERICA INC., as  
Lender**

By: /s/ Zain Zaidi  
Name: Zain Zaidi  
Title: Managing Director

**BANK OF AMERICA, N.A., LONDON  
BRANCH as Lender**

By: /s/ Defne Gabay \_\_\_\_\_

Name: Defne Gabay  
Title: Vice President

[Signature Page to Amendment No. 1]

**BANCO BILBAO VIZCAYA  
ARGENTARIA, S.A. NEW YORK  
BRANCH, as Lender**

By: /s/ Cara Younger

Name: Cara Younger  
Title: Managing Director

By: /s/ Mauricio Benitez

Name: Mauricio Benitez  
Title: Managing Director

[Signature Page to Amendment No. 1]

**BANCO SANTANDER, S.A.,** as Lender

By: /s/ Fatima Moreno

\_\_\_\_\_  
Name: Fatima Moreno  
Title:

By: /s/ Lucas Videla

\_\_\_\_\_  
Name: Lucas Videla  
Title: M.D.

[Signature Page to Amendment No. 1]

**BARCLAYS BANK PLC, as Lender**

By: /s/ Joulia Fraser

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Name: Joulia Fraser  
Title: Vice President



[Signature Page to Amendment No. 1]

**CREDIT SUISSE AG, NEW YORK  
BRANCH, as Lender**

By: /s/ Komal Shah \_\_\_\_\_

Name: Komal Shah  
Title: Authorized Signatory

By: /s/ Michael Dieffenbacher \_\_\_\_\_

Name: Michael Dieffenbacher  
Title: Authorized Signatory

**CREDIT SUISSE (SWITZERLAND)  
LTD., as Lender**

By: /s/ Ursula Schwarzenberger \_\_\_\_\_

Name: Ursula Schwarzenberger  
Title: Authorised Signatory

By: /s/ Christoph Bischofberger \_\_\_\_\_

Name: Christoph Bischofberger  
Title: Authorised Signatory

**DEUTSCHE BANK AG CAYMAN  
ISLANDS BRANCH, as Lender**

By: /s/ Ming K. Chu

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Name: Ming K. Chu  
Title: Director

By: /s/ Jonathan Krissel

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Name: Jonathan Krissel  
Title: Managing Director

[Signature Page to Amendment No. 1]

**HSBC CONTINENTAL EUROPE, as  
Lender**

By: /s/ Eric Beauthéac \_\_\_\_\_  
Name: Eric Beauthéac  
Title: Director, Head of Multinationals  
France

By: /s/ Jean-Philippe Huguet \_\_\_\_\_  
Name: Jean-Philippe Huguet  
Title: Managing Director, Head of  
Multinationals for Continental Europe

**HSBC BANK PLC, as Lender**

By: /s/ Rod Stoye \_\_\_\_\_  
Name: Rod Stoye  
Title: Vice President

[Signature Page to Amendment No. 1]

**MIZUHO BANK LTD., as Lender**

By: /s/ John Davies \_\_\_\_\_

Name: John Davies

Title: Authorized Signatory

[Signature Page to Amendment No. 1]



**STANDARD CHARTERED BANK, as  
Lender**

By: /s/ Simon Derrick  
Name: Simon Derrick  
Title: Managing Director

[Signature Page to Amendment No. 1]

**SUMITOMO BANKING  
CORPORATION, as Lender**

By: /s/ Haruhisa Okamoto  
Name: Haruhisa Okamoto  
Title: Managing Director

By: /s/ Dr. Harald Wimmer  
Name: Dr. Harald Wimmer  
Title: Executive Director

[Signature Page to Amendment No. 1]

**WELLS FARGO BANK, N.A., LONDON  
BRANCH, as Lender**

By: /s/ Jonathan Childs

Name: Jonathan Childs

Title: Director

[Signature Page to Amendment No. 1]

**BANK OF CHINA (EUROPE) S.A., as  
Lender**

By: /s/ Guo Zhiyaho

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Name: Mr. Guo Zhiyaho  
Title: Deputy General Manager

[Signature Page to Amendment No. 1]



**COMMERZBANK AG, NEW YORK  
BRANCH, as Lender**

By: /s/ Pedro Bell  
Name: Pedro Bell  
Title: Managing Director

By: /s/ Majed Roz  
Name: Majed Roz  
Title: Director

[Signature Page to Amendment No. 1]

**MUFG BANK, LTD.,** as Lender

By: /s/ Sarah Carroll \_\_\_\_\_

Name: Sarah Carroll

Title: Managing Director

[Signature Page to Amendment No. 1]

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WHEREAS, PMI, the Lenders and the Facility Agent are parties to that certain Term Loan Credit Agreement, dated as of June 23, 2022 (as amended or modified from time to time, the "Credit Agreement"); and

WHEREAS, PMI, the Lenders party hereto and Facility Agent desire to amend certain provisions under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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For the avoidance of doubt, by executing and delivering this Agreement, each Lender party hereto agrees that, notwithstanding anything to the contrary in the Credit Agreement, the changes set forth herein do not contravene Section 5.1(d) of the Credit Agreement and are not materially adverse to the interest of the Lenders (taken as a whole) under Section 5.1(d) of the Credit Agreement.

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**PHILIP MORRIS INTERNATIONAL  
INC.**

By: /s/ Frank de Rooij \_\_\_\_\_

Name: Frank de Rooij

Title: Vice President

Treasury and Corporate Finance

[Signature Page to Term Loan Amendment No. 1]

**CITIBANK EUROPE PLC, UK  
BRANCH**, as Facility Agent

By: /s/ Alessandra Torio Scaglia  
Name: Alessandra Torio Scaglia  
Title: Vice President

**CITIBANK, N.A.**, as Lender

By: /s/ Adrian Bain  
Name: Adrian Bain  
Title: Director

**BANK OF AMERICA, N.A., LONDON  
BRANCH as Lender**

By: /s/ Defne Gabay \_\_\_\_\_

Name: Defne Gabay  
Title: Vice President



[Signature Page to Term Loan Amendment No. 1]

**MIZUHO BANK LTD., as Lender**

By: /s/ John Davies \_\_\_\_\_

Name: John Davies

Title: Authorized Signatory

[Signature Page to Term Loan Amendment No. 1]

**SUMITOMO BANKING  
CORPORATION, as Lender**

By: /s/ Haruhisa Okamoto  
Name: Haruhisa Okamoto  
Title: Managing Director

By: /s/ Dr. Harald Wimmer  
Name: Dr. Harald Wimmer  
Title: Executive Director

[Signature Page to Term Loan Amendment No. 1]

**BARCLAYS BANK PLC, as Lender**

By: /s/ Joulia Fraser

---

Name: Joulia Fraser  
Title: Vice President

[Signature Page to Term Loan Amendment No. 1]

**BANCO BILBAO VIZCAYA  
ARGENTARIA, S.A. NEW YORK  
BRANCH, as Lender**

By: /s/ Cara Younger  
Name: Cara Younger  
Title: Managing Director

By: /s/ Mauricio Benitez  
Name: Mauricio Benitez  
Title: Managing Director



[Signature Page to Term Loan Amendment No. 1]

**BANCO SANTANDER, S.A.,** as Lender

By: /s/ Fatima Moreno

\_\_\_\_\_  
Name: Fatima Moreno  
Title:

By: /s/ Lucas Videla

\_\_\_\_\_  
Name: Lucas Videla  
Title: M.D.

[Signature Page to Term Loan Amendment No. 1]

**BANK OF CHINA (EUROPE) S.A.**, as  
Lender

By: /s/ Guo Zhiyaho \_\_\_\_\_  
Name: Mr. Guo Zhiyaho  
Title: Deputy General Manager

[Signature Page to Term Loan Amendment No. 1]

**CREDIT SUISSE AG, NEW YORK  
BRANCH, as Lender**

By: /s/ Komal Shah \_\_\_\_\_

Name: Komal Shah  
Title: Authorized Signatory

By: /s/ Michael Dieffenbacher \_\_\_\_\_

Name: Michael Dieffenbacher  
Title: Authorized Signatory

**CREDIT SUISSE (SWITZERLAND)  
LTD., as Lender**

By: /s/ Ursula Schwarzenberger \_\_\_\_\_

Name: Ursula Schwarzenberger  
Title: Authorised Signatory

By: /s/ Christoph Bischofberger \_\_\_\_\_

Name: Christoph Bischofberger  
Title: Authorised Signatory



**DEUTSCHE BANK AG NEW YORK  
BRANCH, as Lender**

By: /s/ Ming K. Chu

Name: Ming K. Chu  
Title: Director

By: /s/ Annie Chung

Name: Annie Chung  
Title: Director



[Signature Page to Term Loan Amendment No. 1]

**HSBC CONTINENTAL EUROPE, as  
Lender**

By: /s/ Eric Beautheac  
Name: Eric Beautheac  
Title: Director, Head of Multinationals  
France

By: /s/ Jean-Philippe Huguet  
Name: Jean-Philippe Huguet  
Title: Managing Director, Head of  
Multinationals for Continental Europe

**HSBC BANK PLC, as Lender**

By: /s/ Rod Stoye  
Name: Rod Stoye  
Title: Vice President

[Signature Page to Term Loan Amendment No. 1]

**STANDARD CHARTERED BANK, as  
Lender**

By: /s/ Simon Derrick \_\_\_\_\_  
Name: Simon Derrick  
Title: Managing Director

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**WELLS FARGO BANK, N.A., LONDON  
BRANCH, as Lender**

By: /s/ Jonathan Childs

\_\_\_\_\_  
Name: Jonathan Childs

Title: Director

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**COMMERZBANK AG, NEW YORK  
BRANCH, as Lender**

By: /s/ Pedro Bell  
Name: Pedro Bell  
Title: Managing Director

By: /s/ Majed Roz  
Name: Majed Roz  
Title: Director



[Signature Page to Term Loan Amendment No. 1]

**MUFG BANK, LTD.,** as Lender

By: /s/ Sarah Carroll  
Name: Sarah Carroll  
Title: Managing Director

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