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

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**POST-EFFECTIVE AMENDMENT NO. 5**  
**TO**  
**FORM S-8**

**REGISTRATION STATEMENT**  
**Under**  
**The Securities Act of 1933**

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**PepsiCo, Inc.**

*(Exact name of registrant as specified in its charter)*

North Carolina  
(State of Incorporation)

13-1584302  
(I.R.S. No.)

Purchase, New York 10577  
*(Address of principal executive offices, including zip code)*

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**Director Stock Plan**

*(Full title of the Plan)*

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Lawrence F. Dickie, Esq.  
Vice President, Associate General Counsel and Assistant Secretary  
PepsiCo, Inc.  
Purchase, New York 10577  
(Name and address of agent for service)

(914) 253-2950  
(Telephone number, including area code, of agent for service)

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**EXPLANATION STATEMENT**

This Post-Effective Amendment No. 5 to Registration Statement No. 33-22970 contains the form of reoffer prospectus to be used by certain non-employee directors of PepsiCo, Inc. in order to permit such persons to sell or otherwise dispose of securities received as grants under, or as a result of the exercise of stock options granted under, the PepsiCo, Inc. Director Stock Plan.

**PROSPECTUS**

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**PepsiCo, Inc.**

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**DIRECTOR STOCK PLAN**

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This Prospectus relates to an aggregate of 600,000 shares of Capital Stock, par value 1-2/3 cents per share ("Capital Stock"), of PepsiCo, Inc. ("PepsiCo"), issued, or which may be issued from time to time, to those members of PepsiCo's Board of Directors who are not also employees of PepsiCo, pursuant to PepsiCo's Director Stock Plan (the "Plan").

No person has been authorized to give any information or to make any representations, other than those contained or incorporated by reference in this Prospectus in connection with the offer contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by PepsiCo. This Prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sales of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Neither delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

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**This document constitutes part of a prospectus covering securities that  
have been registered under the Securities Act of 1933.**

**October 1, 2000**

## **DESCRIPTION OF THE PLAN**

### **Purposes**

The principal purposes of the Plan are to provide compensation to those members of PepsiCo's Board of Directors who are not also employees of PepsiCo, to assist PepsiCo in attracting and retaining outside directors with experience and ability on a basis competitive with industry practices, and to associate more fully the interests of such directors with those of PepsiCo's shareholders.

### **Administration**

The Plan is administered and interpreted by the Directors of PepsiCo who are also employed by PepsiCo ("Employee Directors"). The Employee Directors are not eligible to participate in the Plan, but do participate in other PepsiCo benefit and compensation plans. Each Employee Director serves as a Director at the pleasure of the shareholders of PepsiCo and as an employee at the pleasure of the Board of Directors, all in accordance with the By-Laws of PepsiCo.

The Employee Directors have full power and authority to administer and interpret the Plan and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Employee Directors deem necessary or advisable. The Employee Directors' interpretations of the Plan, and all actions taken and determinations made by the Employee Directors pursuant to the powers vested in them hereunder, will be conclusive and binding on all parties concerned, including PepsiCo, its directors and shareholders and any employee of PepsiCo. The costs and expenses of administering the Plan will be borne by PepsiCo and not charged against any award or to any participant.

Additional information about the Plan and its administrators may be obtained from PepsiCo, Inc., Purchase, New York 10577, Attention: Vice President, Compensation and Benefits, telephone number (914) 253-3862.

### **Eligibility**

Directors of PepsiCo who are not employees of PepsiCo ("Non-Employee Directors") are eligible to participate in the Plan.

### **Awards**

Under the Plan, Non-Employee Directors shall receive (i) an annual grant of options (the "Option Grant") to purchase shares of PepsiCo Capital Stock ("Options") at a fixed price (the "Exercise Price") and (ii) a retainer fee (the "Retainer Award"). Awards shall be made annually on October 1 of each year or on such other date as is determined by the Employee Directors. The shares granted or delivered under the Plan may be newly issued shares of Capital Stock or treasury shares.

The number of Options to be included in the Option Grant shall be determined by dividing \$180,000 by the Fair Market Value (as defined below) of a share of PepsiCo Capital Stock on the grant date, or if such day is not a trading day on the New York Stock Exchange, on the immediately preceding trading day. "Fair Market Value" shall mean the average of the high and low per share sale price for PepsiCo Capital Stock on the composite tape for securities listed on the New York Stock Exchange for the day in question.

Options vest and become immediately exercisable on the grant date and, unless the Employee Directors specifically determine otherwise, are not assignable or transferable except by will or the laws of descent and distribution. Each Option has an Exercise Price equal to the Fair Market Value of PepsiCo Capital Stock on the grant date, and a term of ten years, provided, however, in the event the holder thereof ceases to be a director of PepsiCo, or its successor, for a reason other than death, disability or retirement, such Options immediately terminate and expire. Each Option is also evidenced by a written agreement setting forth its terms.

With respect to the Retainer Award, participants may elect to receive their \$100,000 Retainer Award in the form of cash, shares of PepsiCo Capital Stock or options to purchase shares of PepsiCo Capital Stock at an exchange rate of \$3 in face value of options for each \$1 of the Retainer Award.

The number and kind of shares of PepsiCo Capital Stock issuable under the Plan, or which may be awarded to any participant, may be adjusted proportionately by the Employee Directors to reflect stock dividends, stock splits, recapitalizations, mergers, consolidations, combinations, spinoffs, exchanges of shares or other similar corporate changes.

PepsiCo does not plan to give regular reports to participants regarding their grants under the Plan.

## **Exercise of Options**

No payment of any amounts will be made by participants in the Plan to PepsiCo in connection with the grant or payout of any awards other than payments made in connection with the exercise of stock options.

Options may be exercised in two ways: by following the Standard Exercise Procedure or the Cashless Exercise Procedure. From time to time the Employee Directors may change or establish additional procedures relating to Option Exercises.

Under the Standard Exercise Procedure, a participant may exercise Options by paying the Exercise Price and any taxes required at exercise from his or her own funds. A certificate representing the shares of Capital Stock that a participant purchased will be delivered to the participant shortly after the exercise price and the applicable taxes have been paid.

Under the Cashless Exercise Procedure, a participant exercises Options by buying shares at the Exercise Price and at the same time selling some or all of these shares on the open market at the market price. The proceeds from selling the shares are used to pay the exercise costs, which include the Exercise Price, applicable taxes and transaction costs (SEC fees and brokerage commissions - presently estimated at \$0.05 per share sold). Proceeds remaining after payment of the exercise costs are delivered to the participant in cash or stock, as specified by the participant.

There are two ways to implement a Cashless Exercise. A participant may exercise his or her Options and sell shares immediately--A Market Order; or he or she can place an order to exercise and sell when PepsiCo's Capital Stock reaches a specified price--a Limit Order or Specified Price Order. With the Specified Price method, an exercise order is considered "Good `Til Canceled" and will stay in effect until a participant cancels or changes that order in writing. Specified Price orders may be partially executed. If this happens, transaction costs will be calculated separately for each transaction.

To exercise an Option, a participant must give notice to PepsiCo by completing, signing and submitting the appropriate forms specifying the number of shares of Capital Stock the participant intends to purchase and identifying the specific Options being exercised. Forms can be obtained from the Compensation Department, PepsiCo, Inc., Purchase, New York 10577 or by calling (914) 253-3400. Standard Exercise forms must be accompanied by payment to be effective. Cashless Exercise forms may be faxed to (914) 253-2667.

**The market price of PepsiCo Capital Stock is subject to daily fluctuations. Holders of Options under the Plan are urged to obtain current quotations in connection with any exercise.**

## **Effect of Death, Disability, Retirement or Termination on New Awards**

In the event of the death, disability or retirement of a participant prior to the granting of an award in respect of the fiscal year in which such event occurred, an award may, in the discretion of a majority of the Employee Directors, be granted in respect of such fiscal year to the retired or disabled participant or his or her estate. If any participant ceases to be a director for any reason other than death, disability or retirement, his or her rights to any award in respect of the fiscal year during which such cessation occurred will terminate unless the Employee Directors determine otherwise.

## **Effect of Death, Disability, Retirement or Termination on Outstanding Awards**

No Option may be exercised after a participant ceases to be a director of PepsiCo, except that: (a) if such cessation occurs by reason of death, the Options then held by a participant may be exercised by his or her designated beneficiary (or, if none, his or her legal representative) until the expiration of such Options in accordance with the terms hereof; (b) if such cessation occurs by reason of a participant becoming Totally Disabled (as defined below), the Options then held by the participant may be exercised by him or her until the expiration of such Options in accordance with the terms hereof; (c) if such cessation occurs by reason of Retirement (as defined below), the Options then held by a participant may be exercised by him or her until the expiration of such Options in accordance with the terms hereof; and (d) if such cessation is voluntary or results from action taken by PepsiCo or its shareholders, the Options then held by a participant shall terminate on the date he or she ceases to be a director, and may not be exercised on or after such date of termination.

"Totally Disabled" shall have the meaning set forth in the long term disability program of PepsiCo. "Retirement" shall have the meaning determined by the Employee Directors in their sole discretion.

## **Withholding Taxes**

PepsiCo has the right to require the payment (through withholding from the participant's retainer or otherwise) of any withholding taxes required by federal, state, local or foreign law in respect of any award.

## **Resale Restrictions, Assignment and Transfer**

No rights to receive awards under the Plan are assignable or transferable by a participant except by will or the laws of descent and distribution.

Once granted, the shares of Capital Stock received by Plan participants may be freely transferred, assigned, pledged or otherwise subjected to lien, subject to restrictions imposed by the Securities Act of 1933, as amended, and subject to the reporting and profit recapture provisions imposed by Section 16 of the Securities Exchange Act of 1934.

## **Funding**

The Plan is unfunded. PepsiCo is not required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any award under the Plan.

## **Duration, Amendments and Terminations**

The maximum number of shares to be issued under the Plan is 600,000 (which number has been adjusted to reflect PepsiCo's three-for-one stock split for shareholders of record on August 10, 1990, and a two-for-one stock split for shareholders of record on May 10, 1996). The Employee Directors may terminate or

amend the Plan at any time in whole or in part, provided, however, that no such action will adversely affect any rights or obligations with respect to any awards granted under the Plan. The Plan will continue until terminated.

## **TAXES AND ERISA**

Participants under the Plan are subject to the profit-recapture restrictions of Section 16(b) of the Securities Exchange Act of 1934. Under the Internal Revenue Code of 1986, as amended, generally a participant who receives shares of PepsiCo Capital Stock under the Plan will realize ordinary taxable income equal to the fair market value of the shares at the time such restrictions no longer apply. A participant may, however, make an election within 30 days of receipt of such shares to include in income the fair market value of such shares on the date received.

The Plan is not subject to or qualifiable under Section 401 of the Internal Revenue Code of 1986, as amended. The Plan is not subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") or the regulations thereunder as currently in effect.

## **DOCUMENTS INCORPORATED BY REFERENCE**

PepsiCo files annual, quarterly and other reports and proxy statements with the Securities and Exchange Commission. This information, which is specifically identified in the registration statement filed with the Commission to register the PepsiCo Capital Stock to be offered under the Plan, is incorporated in this Prospectus by reference. PepsiCo will furnish without charge, upon written or oral request, a copy of any or all documents incorporated herein by reference. Requests should be directed to PepsiCo, Inc., Purchase, New York 10577, Attention: Manager of Shareholder Relations, Telephone Number (914) 253-3055.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference**

The information listed below, which has been filed by PepsiCo, Inc. ("PepsiCo") with the Securities and Exchange Commission (the "Commission"), is specifically incorporated herein by reference:

- (a) PepsiCo's Annual Report on Form 10-K for its fiscal year ended December 30, 2000;
- (b) PepsiCo's Quarterly Report on Form 10-Q for the twelve weeks ended March 24, 2001;
- (c) PepsiCo's Current Report on Form 8-K dated January 8, 2001;
- (d) PepsiCo's Current Report on Form 8-K dated February 5, 2001;
- (e) PepsiCo's Current Report on Form 8-K dated February 8, 2001;
- (f) PepsiCo's Current Report on Form 8-K dated March 5, 2001;
- (g) PepsiCo's Current Report on Form 8-K dated March 27, 2001;
- (h) PepsiCo's Current Report on Form 8-K dated April 10, 2001;
- (i) PepsiCo's Current Report on Form 8-K dated April 16, 2001;
- (j) PepsiCo's Current Report on Form 8-K dated April 23, 2001;
- (k) PepsiCo's Current Report on Form 8-K dated April 26, 2001; and
- (l) PepsiCo's Current Report on Form 8-K dated May 4, 2001.

All documents filed by PepsiCo pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date hereof, and prior to the filing of a post-effective amendment indicating the termination of the offering of the securities offered hereby, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

PepsiCo will furnish without charge to each person to whom this Prospectus is delivered, upon written or oral request, a copy of any or all of the documents incorporated herein by reference (not including exhibits to such documents, unless such exhibits are specifically incorporated by reference in such documents). Requests should be addressed to PepsiCo, Inc., 700 Anderson Hill Road, Purchase, New York 10577, Attention: Manager of Shareholder Relations, 914.253.3055.

#### **Item 4. Not Applicable**

#### **Item 5. Interests of Named Experts and Counsel**

#### **Legal Opinion**

Lawrence F. Dickie, Esq., Vice President, Associate General Counsel and Assistant Secretary of PepsiCo, has rendered an opinion stating that the shares of PepsiCo Capital Stock registered by Registration Statement No. 33-22970, will, when issued pursuant to the Plan, be duly and validly issued, fully paid and nonassessable. Mr. Dickie is a full-time employee of PepsiCo and beneficially owns certain PepsiCo securities, including PepsiCo Capital Stock and options to purchase PepsiCo Capital Stock.

#### **Item 6. Indemnification of Directors and Officers**

(i) Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act provide as follows:

**§ 55-8-50. Policy statement and definitions.**

(a) It is the public policy of this State to enable corporations organized under this Chapter to attract and maintain responsible, qualified directors, officers, employees and agents, and, to that end, to permit corporations organized under this Chapter to allocate the risk of personal liability of directors, officers, employees and agents through indemnification and insurance as authorized in this Part.

(b) Definitions in this Part:

(1) 'Corporation' includes any domestic or foreign corporation absorbed in a merger which, if its separate existence had continued, would have had the obligation or power to indemnify its directors, officers, employees, or agents, so that a person who would have been entitled to receive or request indemnification from such corporation if its separate existence had continued shall stand in the same position under this Part with respect to the surviving corporation.

(2) 'Director' means an individual who is or was a director of a corporation or an individual who, while a director of a corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. 'Director' includes, unless the context requires otherwise, the estate or personal representative of a director.

(3) 'Expenses' means expenses of every kind incurred in defending a proceeding, including counsel fees.

(4) 'Liability' means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(4a) 'Officer', 'employee' or 'agent' includes, unless the context requires otherwise, the estate or personal representative of a person who acted in that capacity.

(5) 'Official capacity' means: (i) when used with respect to a director, the office of director in a corporation; and (ii) when used with respect to an individual other than a director, as contemplated in G.S. 55-8-56, the office in a corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. 'Official capacity' does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

(6) 'Party' includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(7) 'Proceeding' means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

**Section 55-8-51. Authority to indemnify.**

(a) Except as provided in subsection (d), a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if:

(1) He conducted himself in good faith; and

(2) He reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and

(3) In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (a)(2)(ii).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) A corporation may not indemnify a director under this section:

(1) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

(2) In connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(e) Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation that is concluded without a final adjudication on the issue of liability is limited to reasonable expenses incurred in connection with the proceeding.

(f) The authorization, approval or favorable recommendation by the board of directors of a corporation of indemnification, as permitted by this section, shall not be deemed an act or corporate transaction in which a director has a conflict of interest, and no such indemnification shall be void or voidable on such ground.

**Section 55-8-52. Mandatory indemnification.**

Unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

#### Section 55-8-53. Advance for expenses.

Expenses incurred by a director in defending a proceeding may be paid by the corporation in advance of the final disposition of such proceeding as authorized by the board of directors in the specific case or as authorized or required under any provision in the articles of incorporation or bylaws or by any applicable resolution or contract upon receipt of an undertaking by or on behalf of the director to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation against such expenses.

#### Section 55-8-54. Court-ordered indemnification.

Unless a corporation's articles of incorporation provide otherwise, a director of the corporation who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification if it determines:

(1) The director is entitled to mandatory indemnification under G.S. 55-8-52, in which case the court shall also order the corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification; or

(2) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standard of conduct set forth in G.S. 55-8-51 or was adjudged liable as described in G.S. 55-8-51(d), but if he was adjudged so liable his indemnification is limited to reasonable expenses incurred.

#### Section 55-8-55. Determination and authorization of indemnification.

(a) A corporation may not indemnify a director under G.S. 55-8-51 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in G.S. 55-8-51.

(b) The determination shall be made:

(1) By the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(2) If a quorum cannot be obtained under subdivision (1), by majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(3) By special legal counsel (i) selected by the board of directors or its committee in the manner prescribed in subdivision (1) or (2); or (ii) if a quorum of the board of directors cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by majority vote of the full board of directors (in which selection directors who are parties may participate); or

(4) By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

(c) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (b)(3) to select counsel.

#### Section 55-8-56. Indemnification of officers, employees, and agents.

Unless a corporation's articles of incorporation provide otherwise:

(1) An officer of the corporation is entitled to mandatory indemnification under G.S. 55-8-52, and is entitled to apply for court-ordered indemnification under G.S. 55-8-54, in each case to the same extent as a director;

(2) The corporation may indemnify and advance expenses under this Part to an officer, employee, or agent of the corporation to the same extent as to a director; and

(3) A corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract.

#### Section 55-8-57. Additional indemnification and insurance.

(a) In addition to and separate and apart from the indemnification provided for in G.S. 55-8-51, 55-8-52, 55-8-54, 55-8-55 and 55-8-56, a corporation may in its articles of incorporation or bylaws or by contract or resolution indemnify or agree to indemnify any one or more of its directors, officers, employees, or agents against liability and expenses in any proceeding (including without limitation a proceeding brought by or on behalf of the corporation itself) arising out of their status as such or their activities in any of the foregoing capacities; provided, however, that a corporation may not indemnify or agree to indemnify a person against liability or expenses he may incur on account of his activities which were at the time taken known or believed by him to be clearly in conflict with the best interests of the corporation. A corporation may likewise and to the same extent indemnify or agree to indemnify any person who, at the request of the corporation, is or was serving as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan. Any provision in any articles of incorporation, bylaw, contract, or resolution permitted under this section may include provisions for recovery from the corporation of reasonable costs, expenses, and attorneys' fees in connection with the enforcement of rights to indemnification granted therein and may further include provisions establishing reasonable procedures for determining and enforcing the rights granted therein.

(b) The authorization, adoption, approval, or favorable recommendation by the board of directors of a public corporation of any provision in any articles of incorporation, bylaw, contract or resolution, as permitted in this section, shall not be deemed an act or corporate transaction in which a director has a conflict of interest, and no such articles of incorporation or bylaw provision or contract or resolution shall be void or voidable on such grounds. The authorization, adoption, approval, or favorable recommendation by the board of directors of a nonpublic corporation of any provision in any articles of incorporation, bylaw, contract or resolution, as permitted in this section, which occurred prior to July 1, 1990, shall not be deemed an act or corporate transaction in which a director has a conflict of interest, and no such articles of incorporation, bylaw provision, contract or resolution shall be void or voidable on such grounds. Except as permitted in G.S.

55-8-31, no such bylaw, contract, or resolution not adopted, authorized, approved or ratified by shareholders shall be effective as to claims made or liabilities asserted against any director prior to its adoption, authorization, or approval by the board of directors.

(c) A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him against the same liability under any provision of this Chapter.

#### Section 55-8-58. Application of Part.

(a) If articles of incorporation limit indemnification or advance for expenses, indemnification and advance for expenses are valid only to the extent consistent with the articles.

(b) This Part does not limit a corporation's power to pay or reimburse expenses incurred by a director in connection with his appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent to the proceeding.

(c) This Part shall not affect rights or liabilities arising out of acts or omissions occurring before July 1, 1990."

(ii) Section 3.7 of Article III of the By-Laws of PepsiCo, Inc. provides as follows: Unless the Board of Directors shall determine otherwise, the Corporation shall indemnify, to the full extent permitted by law, any person who was or is, or who is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification may, in the discretion of the Board, include advances of a director's, officer's or employee's expenses prior to final disposition of such action, suit or proceeding. The right of indemnification provided for in this Section 3.7 shall not exclude any rights to which such persons may otherwise be entitled by contract or as a matter of law.

(iii) Officers and directors of PepsiCo, Inc. are presently covered by insurance which (with certain exceptions and within certain limitations) indemnifies them against any losses arising from any alleged wrongful act including any alleged error or misstatement or misleading statement or wrongful act or omission or neglect of duty.

(iv) PepsiCo, Inc. has entered into indemnification agreements with its directors whereby (with certain exceptions) PepsiCo, Inc. will, in general, indemnify directors, to the extent permitted by law, against liabilities, costs or expenses arising out of his or her status as a director by reason of anything done or not done as a director.

#### **Item 8. Exhibits**

The Index to Exhibits is incorporated herein by reference.

#### **Item 9. Undertakings**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification

against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 5 to Registration Statement No. 33-22970 to be signed on its behalf by the undersigned, thereunto duly authorized, in Purchase, New York, on the 5th day of July, 2001.

### PepsiCo, Inc.

By: /s/ LAWRENCE F. DICKIE

Lawrence F. Dickie  
Vice President, Associate General  
Counsel and Assistant Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 5 to the Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>Steven S Reinemund *</u> (Steven S Reinemund)	Chairman of the Board and Chief Executive Officer and Director	July 5, 2001
<u>Roger A. Enrico *</u> (Roger A. Enrico)	Vice Chairman of the Board and Director	July 5, 2001
<u>Indra K. Nooyi *</u> (Indra K. Nooyi)	President, Chief Financial Officer and Director	July 5, 2001
<u>Peter A. Bridgman *</u> (Peter A. Bridgman)	Senior Vice President and Controller (Chief Accounting Officer)	July 5, 2001
<u>John F. Akers *</u> (John F. Akers)	Director	July 5, 2001
<u>Robert E. Allen *</u> (Robert E. Allen)	Director	July 5, 2001
<u>Peter A. Foy *</u> (Peter A. Foy)	Director	July 5, 2001
<u>Ray L. Hunt *</u> (Ray L. Hunt)	Director	July 5, 2001
<u>Arthur C. Martinez *</u> (Arthur C. Martinez)	Director	July 5, 2001
<u>John J. Murphy *</u> (John J. Murphy)	Director	July 5, 2001
<u>Franklin D. Raines *</u> (Franklin D. Raines)	Director	July 5, 2001
<u>Sharon Percy Rockefeller *</u> (Sharon Percy Rockefeller)	Director	July 5, 2001
<u>Franklin A. Thomas *</u> (Franklin A. Thomas)	Director	July 5, 2001
<u>Cynthia M. Trudell *</u> (Cynthia M. Trudell)	Director	July 5, 2001
<u>Solomon D. Trujillo *</u> (Solomon D. Trujillo)	Director	July 5, 2001



## INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
4.1	Restated Articles of Incorporation of PepsiCo, Inc. filed as Exhibit 3(i) to PepsiCo, Inc.'s Quarterly Report on Form 10-Q for the twelve and twenty-four week period ended June 15, 1996, is incorporated herein by reference
4.2	By-Laws of PepsiCo, Inc., as amended to May 2, 2001
4.3	Director Stock Plan
5	Opinion and consent of Lawrence F. Dickie, Esq., Vice President, Associate General Counsel and Assistant Secretary of PepsiCo, Inc.
15	Letter from KPMG LLP regarding unaudited financial information
23.1	Consent of KPMG LLP
23.2	The consent of Lawrence F. Dickie, Esq. is contained in his opinion filed as Exhibit 5 to this Post-Effective Amendment No. 5 to Registration Statement No. 33-22970
24.1	Power of Attorney of PepsiCo, Inc. and certain of its officers and directors, filed as Exhibit 24 to PepsiCo, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 30, 2000, is incorporated herein by reference
24.2	Power of Attorney of Peter A. Bridgman, Senior Vice President and Controller (Chief Accounting Officer) of PepsiCo, Inc., filed as Exhibit 24.4 to Registration Statement No. 333-56524, is incorporated herein by reference

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# PepsiCo, Inc.

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## By-Laws

*As amended to May 2, 2001*

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### Article I

#### Offices

Section 1.1 *Principal Office.* The principal office of PepsiCo, Inc. (hereinafter called the "Corporation") in the State of North Carolina shall be in the City of New Bern, County of Craven.

Section 1.2 *Other Offices.* The Corporation may also have an office or offices at such other place or places, either within or without the State of North Carolina, as the Board of Directors of the Corporation (hereinafter called the "Board") may from time to time by resolution determine or as may be appropriate to the business of the Corporation.

### Article II

#### Meeting of Stockholders

Section 2.1 *Place of Meetings.* All meetings of the stockholders of the Corporation shall be held at the principal office of the Corporation in the State of North Carolina, or at such other place within or without the State of North Carolina as may from time to time be fixed by resolution of the Board.

Section 2.2 *Annual Meetings.* The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held on the first Wednesday of May in each year (or, if that day shall be a legal holiday under the laws of the State where such meeting is to be held, then on the next succeeding business day). For nominations or other proper business to be brought before an annual meeting by a stockholder, the stockholder must give written notice thereof to the Secretary of the Corporation, with such notice to be received at the principal office of the Corporation no less than 90 days prior to the first anniversary of the preceding year's annual meeting. Such stockholder notice shall set forth: (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder; and (C) the name and address of such stockholder as it appears on the Corporation's books, and the number of shares of the Corporation's stock which are owned by such stockholder.

Section 2.3 *Special Meetings.* A special meeting of the stockholders of the Corporation may be called at any time by the Chairman or Vice Chairman of the Board or the Board, and shall be called by the Secretary upon the written request of stockholders owning a majority of shares of the capital stock of the Corporation outstanding and entitled to vote at such meeting. Such special meeting shall be held at such time and at such place within or without the State of North Carolina as may be fixed by the Chairman or Vice Chairman of the Board, in the case of meetings called by the Chairman or Vice Chairman of the Board, or by resolution of the Board, in the case of meetings called by the Board; and any meeting called at the request of stockholders pursuant hereto shall be held at the principal office of the Corporation within ninety (90) days from the receipt by the Secretary of such request. Any request for a special meeting of the stockholders shall set forth: (A) a statement of the specific proposal to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of the stockholders requesting the meeting; (B) the name and address of each such stockholder as it appears on the Corporation's books; and (C) the number of shares of the Corporation's stock which are owned by each such stockholder.

Section 2.4 *Notice of Meetings.* Except as otherwise prescribed by statute, the Articles of Incorporation or these By-Laws, notice of each meeting of the stockholders of the Corporation, whether annual or special, shall be given at least ten (10) days before the day on which the meeting is to be held to each stockholder entitled to vote thereat, by mailing a written or printed notice thereof, postage prepaid, addressed to him at his address as it appears on the stock ledger of the Corporation or, in the absence of knowledge on the part of the Corporation of any such address, then at the principal office of the Corporation in the State of North Carolina. Except as otherwise prescribed by statute, notice of any adjourned meeting of stockholders need not be given.

Section 2.5 *Quorum, Presiding Officer.* Except as otherwise prescribed by statute, the Articles of Incorporation or these By-Laws, at any meeting of the stockholders of the Corporation, the presence in person or by proxy of the holders of record of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat shall constitute a quorum for the transaction of business. In the absence of a quorum at such meeting or any adjournment or adjournments thereof, the holders of record of a majority of such shares so present in person or by proxy and entitled to vote thereat or, in the absence of all the stockholders, any officer entitled to preside at or act as Secretary of the meeting, may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Meetings of the stockholders shall be presided over by the Chairman or Vice Chairman of the Board, or, if neither is present, by another officer or director who shall be designated to serve in such event by the Board. The Secretary of the Corporation, or an Assistant Secretary designated by the officer presiding at the meeting, shall act as Secretary of the meeting.

Section 2.6 *Voting, Inspectors of Election.* Except as otherwise prescribed by statute, the Articles of Incorporation or these By-Laws, at any meeting of the stockholders of the Corporation, each stockholder shall be entitled to one vote in person or by proxy for each share of the capital stock of the Corporation registered in the name of such stockholder on the books of the Corporation on the date fixed pursuant to Section 8.3 of these By-Laws as the record date for the determination of stockholders entitled to vote at such meeting. No proxy shall be voted after eleven (11) months from its date unless said proxy provides for a longer period. Shares of its own capital stock belonging to the Corporation shall not be voted either directly or indirectly. At all meetings of the stockholders of the Corporation, a quorum being present, all matters (except as otherwise expressly prescribed by statute, the Articles of Incorporation or these By-Laws) shall be decided by the vote of the holders of a majority of the stock of the Corporation, present in person or by proxy, and entitled to vote thereat. The vote for the election of directors, other matters expressly prescribed by statute, and, upon the direction of the presiding officer of the meeting, the vote on any other question before the meeting, shall be by ballot. At all meetings of stockholders, the polls shall be opened and closed, the proxies and ballots shall be received, taken in charge and examined, and all questions concerning the qualifications of voters, the validity of proxies and the acceptance or rejection of proxies and of votes shall be decided by three (3) inspectors of election. Such inspectors of election, together with one alternate, to serve in the event of death, inability or refusal by any of said inspectors of election to serve at the meeting, none of whom need be a stockholder of the Corporation, shall be appointed by the Board, or, if no such appointment or appointments shall have been made, then by the presiding officer at the meeting. If, for any reason, any inspector of election so appointed shall fail to attend, or refuse or be unable to serve, a substitute shall be appointed to serve as inspector of election, in his place or stead, by the presiding officer at the meeting. No director or candidate for the office of director shall be appointed as an inspector. Each inspector shall take and subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. After the balloting, the inspectors shall make a certificate of the result of the vote taken.

Section 2.7 *Lists of Stockholders.* It shall be the duty of the officer of the Corporation who shall have charge of the stock ledger of the Corporation, either directly or through another officer designated by him or through a transfer agent or transfer clerk appointed by the Board, to prepare and make, at least ten (10) days before every election of directors, a complete list of stockholders entitled to vote at said election, arranged in alphabetical order. Such list shall be open to the examination of any stockholder at the place where said election is to be held for said ten (10) days, and shall be produced and kept at the time and place of election, during the whole time thereof, subject to the inspection of any stockholder who may be present.

## Article III

### Board of Directors

Section 3.1 *Powers, Number, Term, Election.* The property, business and affairs of the Corporation shall be managed by the Board. The Board shall consist of fifteen (15) directors, but the number of directors may be increased, and may be decreased to any number not less than three (3), by resolution adopted by three-fourths of the whole Board; provided, however, that the number of directors which shall constitute the whole Board shall not be reduced to a number less than the number of directors then in office, unless such reduction shall become effective only at and after the next ensuing meeting of stockholders for the election of directors, or upon the resignation of an incumbent director. At all meetings of the stockholders of the Corporation for the election of directors at which a quorum shall be present, a majority of the votes cast shall elect. Each director shall hold office from the time of his election and qualification until the annual meeting of stockholders next succeeding his election and until his successor shall have been duly elected and shall have qualified, or until his death, resignation or removal. No director need be a stockholder.

Section 3.2 *Place of Meetings.* The Board may hold its meetings at such place or places within or without the State of North Carolina as it may from time to time by resolution determine, or as shall be specified or fixed in the respective notices or waivers of notice thereof. Any regular or special meeting may be held by conference telephone or similar communications equipment so long as all persons participating in such meeting can hear one another, and participation in such a telephonic meeting shall constitute presence in person.

Section 3.3 *First Meeting.* After each annual election of directors, on the same day and at the place where such election is held, the newly elected Board shall meet for the purpose of organization, the election of officers and the transaction of other business. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board, or in a waiver of notice thereof signed by all the directors.

Section 3.4 *Regular Meetings.* Regular meetings of the Board may be held at such time and place and in such manner as the Board may from time to time by resolution determine. Except as otherwise expressly prescribed by statute, the Articles of Incorporation or these By-Laws, notice of regular meetings need not be given.

Section 3.5 *Special Meetings.* Special meetings of the Board shall be held whenever called by the Chairman or Vice Chairman of the Board, or by the Secretary upon the written request filed with the Secretary by any four (4) directors. Notice of the time, place and manner of each such special meeting shall be mailed to each director, at his residence or usual place of business, not later than the second day before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph or other electronic transmission, or shall be delivered personally or by telephone, not later than six o'clock in the afternoon of the day before the day on which such meeting is to be held. Except as otherwise prescribed by statute, the Articles of Incorporation or these By-Laws, and except in the case of a special meeting of the Board called for the purpose of removing an officer or officers of the Corporation or the filling of a vacancy or vacancies in the Board or of amending the By-Laws, notice or waivers of notice of any meeting of the Board need not set forth the purpose or purposes of the meeting.

Section 3.6 *Quorum.* Except as otherwise prescribed by statute or by these By-Laws, the presence of a majority of the full Board shall constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors present at a meeting at which a quorum shall be present shall be the act of the Board. Any meeting of the Board may be adjourned by a majority vote of the directors present at such meeting. In the absence of a quorum, the Chairman or Vice Chairman of the Board or a majority of the directors present may adjourn such meeting until a quorum shall be present. Notice of any adjourned meeting need not be given. The directors shall act only as a board and the individual directors shall have no power as such.

Section 3.7 *Indemnification*. Unless the Board of Directors shall determine otherwise, the Corporation shall indemnify, to the full extent permitted by law, any person who was or is, or who is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Such indemnification may, in the discretion of the Board, include advances of a director's, officer's or employee's expenses prior to final disposition of such action, suit or proceeding. The right of indemnification provided for in this Section 3.7 shall not exclude any rights to which such persons may otherwise be entitled by contract or as a matter of law.

Section 3.8 *Written Consents*. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

## Article IV

### Committees

Section 4.1 *Designation, Vacancies, etc.* The Board may from time to time by resolution create committees of directors, officers, employees, or other persons, with such functions, duties and powers as the Board shall by resolution prescribe. A majority of all the members of any such committee may determine its actions and rules or procedure, and fix the time, place and manner of its meetings, unless the Board shall otherwise provide. The Board shall have power to change the members of any such committee at any time, to fill vacancies, and to discharge any such committee, either with or without cause, at any time.

## Article V

### Officers

Section 5.1 *Principal Officers*. The principal officers of the Corporation shall be a Chairman of the Board of Directors, a Vice Chairman of the Board of Directors, both of whom shall be chosen from among the directors, a President, one or more Vice Presidents, a Secretary, a Treasurer, and a Controller. One person may hold any two offices. The Board may require any such officer to give security for the faithful performance of his duties.

Section 5.2 *Election, Term of Office, Qualification*. The principal officers of the Corporation shall be elected annually by the Board and each shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign, or until he shall have been removed in the manner hereinafter provided.

Section 5.3 *Chairman and Vice Chairman of the Board*. The Chairman or the Vice Chairman of the Board of Directors as shall be determined by the Board of Directors, shall be chief executive officer of the Corporation and, as such, shall have supervision of its policies, business, and affairs, and such other powers and duties as are commonly incident to the office of chief executive officer. The Chairman of the Board of Directors shall preside at the meetings of the Board and may call meetings of the Board and of any committee thereof, whenever he deems it necessary, and he shall call to order and preside at all meetings of the stockholders of the Corporation. In addition, he shall have such other powers and duties as the Board shall designate from time to time. The Chairman of the Board of Directors shall have power to sign all certificates of stock, bonds, deeds and contracts of the Corporation. The Vice Chairman of the Board shall, in the absence of the Chairman of the Board, perform all duties of the Chairman of the Board and any other duties assigned to him or for which he is designated by the Chairman of the Board. In addition, the Vice Chairman of the Board shall have such other powers and duties as the Board shall designate from time to time.

Section 5.4 *Chief Executive Officer*. The Chief Executive Officer of the Corporation shall have supervision of its policies, business, and affairs, and such other powers and duties as are commonly incident to the office of chief executive officer.

Section 5.5 *President*. The President shall have such powers and duties as the Chairman of the Board shall designate from time to time. The President shall have power to sign all certificates of stock, bonds, deeds and contracts of the Corporation.

Section 5.6 *Vice Presidents*. Each Vice President shall have such powers and perform such duties as the Board or the Chairman of the Board may from time to time prescribe. The Board may elect or designate one or more of the Vice Presidents as Executive Vice Presidents, Senior Vice Presidents or with such other title as the Board may deem appropriate.

Section 5.7 *The Treasurer*. The Treasurer shall keep, deposit, invest and disburse the funds and securities of the Corporation, shall keep full and accurate accounts of the receipts and disbursements of the Corporation, shall maintain insurance coverage on the Corporation's assets, and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the Chairman or Vice Chairman of the Board, the Chief Executive Officer or the Board.

Section 5.8 *The Secretary*. The Secretary shall act as secretary of, and keep the minutes of, all meetings of the Board and of the stockholders, shall be custodian of the seal of the Corporation and shall affix and attest the seal to all documents the execution of which on behalf of the Corporation under its seal shall have been specifically or generally authorized by the Board, and, in general, shall perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman or Vice Chairman of the Board, the Chief Executive Officer or the Board.

Section 5.9 *The Controller*. The Controller shall be the chief accounting officer of the Corporation, shall have charge of its accounting department and shall keep or cause to be kept full and accurate records of the assets, liabilities, business and transactions of the Corporation.

Section 5.10 *Additional Officers*. The Board may elect or appoint such additional officers as it may deem necessary or advisable, and may delegate the power to appoint such additional officers to any committee or principal officer. Such additional officers shall have such powers and duties and shall hold office for such terms as may be determined by the Board or such committee or officer.

Section 5.11 *Salaries*. The Salaries of the officers of the Corporation shall be fixed from time to time in the manner prescribed by the Board.

## Article VI

### Removal, Resignations, Vacancies and Salaries

Section 6.1 *Removal of Directors.* Any director may be removed at any time, either with or without cause, by the affirmative vote of the holders of record of a majority of the stock of the Corporation entitled to vote at a special meeting of the stockholders called for the purpose, and the vacancy in the Board caused by any such removal may be filled by the stockholders at such meeting and, if not filled thereat, the vacancy caused by such removal may be filled by the directors as provided in Section 6.4 hereof.

Section 6.2 *Removal of Officers.* Any officer of the Corporation elected or appointed by the Board, or appointed by any committee or principal officer of the Corporation pursuant to authority delegated by the Board, may be removed at any time, either with or without cause, by resolution adopted by a majority of the whole Board at a regular meeting of the Board or at a special meeting thereof called for such purpose.

Section 6.3 *Resignation.* Any director or officer of the Corporation may at any time resign by giving written notice to the Board, the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer, or the Secretary. Any such resignation shall take effect at the time specified therein or, if no time shall be specified therein, at the time of the receipt thereof, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.4 *Vacancies.* Any vacancy in the Board caused by death, resignation, disqualification, an increase in the number of directors, or any other cause, may be filled by the majority vote of the remaining directors, though less than a quorum, at any regular meeting of the Board or any special meeting thereof called for the purpose, or by the stockholders of the Corporation at the next annual meeting or at any special meeting called for the purpose, and the directors so chosen shall hold office, subject to the provisions of these By-Laws, until the next annual meeting of stockholders for the election of directors and until his successor shall be duly elected and shall qualify. Any vacancy in any office, caused by death, resignation, removal, disqualification or any other cause, shall be filled for the unexpired portion of the term in the manner prescribed in these By-Laws for regular election or appointment to such office.

Section 6.5 *Compensation.* Each director who shall not also be an executive officer of the Corporation or any of its subsidiary companies and receiving a regular salary for his services, in consideration of his serving as a director, shall be entitled to receive from the Corporation such fees for serving as a director as the Board shall from time to time determine, and each such director, who shall serve as a member of any committee of the Board, in consideration of his serving as a member of such committee, shall be entitled to such amount per annum or such fees for attendance at committee meetings as the Board shall from time to time determine. Nothing contained in this Section shall preclude any director from serving the Corporation or its subsidiaries in any other capacity and receiving compensation therefor.

## Article VII

### Contracts, Loans, Checks, Drafts, Deposits, Etc.

Section 7.1 *Contracts and Loans.* Except as authorized pursuant to a resolution of the Board or these By-Laws, no officer, agent or employee of the Corporation shall have any power or authority to bind the Corporation by any contract or engagement, to effect any loan on its behalf, to issue any negotiable paper in its name, to pledge its credit, to render it pecuniarily liable for any purpose or for any amount, or to pledge, hypothecate or transfer any securities or other property of the Corporation as security for any loans or advances.

Section 7.2 *Checks, Drafts, etc.* All checks, drafts, and other instruments or orders for the payment of monies out of the funds of the Corporation, and all notes or other evidences of indebtedness, bills of lading, warehouse receipts and insurance certificates of the Corporation shall be signed on behalf of the Corporation in such manner as shall from time to time be determined pursuant to a resolution of the Board. All checks, drafts and other instruments or orders for the payment of monies to or upon the order of the Corporation may be endorsed for deposit in such manner as shall be determined pursuant to a resolution of the Board.

Section 7.3 *Proxies.* Unless otherwise provided by resolution of the Chairman or Vice Chairman of the Board, the Chief Executive Officer, the President, or any Vice President or Secretary or Assistant Secretary designated by the Board, may from time to time appoint an attorney or attorneys or agent or agents of the Corporation to cast, in the name and on behalf of the Corporation, the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

## Articles VIII

### Shares, Dividends, Etc.

Section 8.1 *Certificates.* Certificates for shares of the capital stock of the Corporation shall be in such form as shall be approved by the Board. Each such certificate shall be signed in the name of the Corporation by the Chairman of the Board, the Vice Chairman of the Board, the President, or a Vice President, and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation; provided, however, that, where such certificate is signed (a) by a transfer agent or an assistant transfer agent or (b) by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Chairman of the Board, Vice Chairman of the Board, Chief Executive Officer, President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary may be a facsimile. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall be deemed to have been adopted by the Corporation and to have been issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures were used thereon had not ceased to be such officer or officers of the Corporation. Except as otherwise prescribed by statute, the Articles of Incorporation, or by these By-Laws, the person in whose name shares of stock shall be registered on the books of the Corporation shall be deemed to be the owner thereof for all purposes as regards the Corporation.

Section 8.2 *Transfers.* The Board may make such rules and regulations as it may deem expedient concerning the issue, registration and transfer of certificates representing shares of the capital stock of the Corporation and may appoint one or more transfer agents or clerks and registrars thereof.

Section 8.3 *Closing of Transfer Books, Record Date.* The Board may at any time by resolution direct the closing of the stock transfer books of the Corporation for a period of not exceeding fifty (50) days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights or the date when any change or conversion or exchange of capital stock shall go into effect or for a period of not exceeding sixty (60) days in connection with obtaining the consent of stockholders for any purpose; provided, however, that in lieu of closing the stock transfer books as aforesaid, the

Board may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment or rights, or exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid. Except where the stock transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date for the determination of the stockholders entitled to vote, as hereinabove provided, no share of stock shall be voted on at any election of directors which shall have been transferred on the books of the Corporation within twenty (20) days next preceding such election of directors.

Section 8.4 *Lost or Destroyed Certificates.* In case of loss, theft, mutilation or destruction of any certificate evidencing shares of the capital stock of the Corporation, another may be issued in its place upon proof of such loss, theft, mutilation or destruction and upon the giving of an indemnity or other undertaking to the Corporation in such form and in such sum as the Board may direct.

## Article IX

### Seal, Fiscal Year, Waivers of Notice, Amendments

Section 9.1 *Corporate Seal.* The seal of the Corporation shall be circular in form and shall bear the name of the Corporation and the inscription "Corporate Seal, North Carolina". Said seal may be used by causing it or a facsimile thereof to be impressed or reproduced or otherwise.

Section 9.2 *Fiscal Year.* Each fiscal year of the Corporation shall end on the last Saturday of December.

Section 9.3 *Waivers of Notice.* Anything in these By-Laws to the contrary notwithstanding, notice of any meeting of the stockholders, the Board, or any committee constituted by the Board need not be given to any person entitled thereto, if such notice shall be waived by such person in writing or by telegraph, cable or wireless before, at or after such meeting, or if such person shall be present in person, or in the case of a meeting of the stockholders, be present in person or represented by proxy, at such meeting and without objecting to such lack of notice.

Section 9.4 *Amendments.* These By-Laws may be altered, amended or repealed or new By-Laws may be made either:

(a) by the affirmative vote of the holders of record of a majority of the outstanding stock of the Corporation entitled to vote thereon, at any annual or special meeting of the stockholders, provided that notice of the proposed alteration, amendment or repeal or of the proposed new By-Law or By-Laws be included in the notice of such meeting or waiver thereof, or

(b) by the affirmative vote of a majority of the whole Board at any regular meeting of the Board, or any special meeting thereof, provided that notice of the proposed alteration, amendment or repeal or of the proposed new By-Law or By-Laws be included in the notice of such special meeting or waiver thereof or all of the directors at the time in office be present at such special meeting.

provided, however, that no change of the time or place for the election of directors shall be made within sixty (60) days next before the day on which such election is to be held, and that in case of any change of such time or place, notice thereof shall be given to each stockholder in accordance with Section 2.4 hereof at least twenty (20) days before the election is held.

By-Laws made or amended by the Board may be altered, amended or repealed by the stockholders.

**Director Stock Plan**  
(Effective as of October 1, 2000)

**1. Purposes**

The principal purposes of the Director Stock Plan (the "Plan") are to provide compensation to those members of the Board of Directors of PepsiCo, Inc. ("PepsiCo") who are not also employees of PepsiCo, to assist PepsiCo in attracting and retaining outside directors with experience and ability on a basis competitive with industry practices, and to associate more fully the interests of such directors with those of PepsiCo's shareholders.

**2. Effective Date**

The Plan was unanimously approved by the disinterested (non-participating) members of the Board of Directors of PepsiCo on July 28, 1988. This amendment and restatement of the Plan reflects the Plan as amended through October 1, 2000.

**3. Administration**

The Plan shall be administered and interpreted by the Directors of PepsiCo who are also employed by PepsiCo ("Employee Directors"). The Employee Directors are not eligible to participate in the Plan, but shall be eligible to participate in other PepsiCo benefit and compensation plans.

The Employee Directors shall have full power and authority to administer and interpret the Plan and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Employee Directors deem necessary or advisable. The Employee Directors' interpretations of the Plan, and all actions taken and determinations made by the Employee Directors pursuant to the powers vested in them hereunder, shall be conclusive and binding on all parties concerned, including PepsiCo, its directors and shareholders and any employee of PepsiCo. The costs and expenses of administering the Plan shall be borne by PepsiCo and not charged against any award or to any participant.

**4. Eligibility**

Directors of PepsiCo who are not employees of PepsiCo ("Non-Employee Directors") are eligible to receive awards under the Plan.

**5. Awards**

Under the Plan, Non-Employee Directors shall receive (i) an annual grant of options (the "Option Grant") to purchase shares of PepsiCo Capital Stock ("Options") at a fixed price (the "Exercise Price") and (ii) a retainer fee (the "Retainer Award"). Awards shall be made annually on October 1 of each year or on such other date as is determined by the Employee Directors. The shares granted or delivered under the Plan may be newly issued shares of Capital Stock or treasury shares.

The number of Options to be included in the Option Grant shall be determined by dividing \$180,000 by the Fair Market Value (as defined below) of a share of PepsiCo Capital Stock on the grant date, or if such day is not a trading day on the New York Stock Exchange, on the immediately preceding trading day. "Fair Market Value" shall mean the average of the high and low per share sale price for PepsiCo Capital Stock on the composite tape for securities listed on the New York Stock Exchange for the day in question.

With respect to the Retainer Award, participants may elect to receive their \$100,000 Retainer Award in the form of cash, shares of PepsiCo Capital Stock or options to purchase shares of PepsiCo Capital Stock at an exchange rate of \$3 in face value of options for each \$1 of the Retainer Award.

Options shall vest and become immediately exercisable on the grant date and, unless the Employee Directors specifically determine otherwise, shall not be assignable or transferable except by will or the laws of descent and distribution. Each Option shall have an Exercise Price equal to the Fair Market Value of PepsiCo Capital Stock on the grant date, and shall have a term of ten years, provided, however, in the event the holder thereof shall cease to be a director of PepsiCo, or its successor, for a reason other than death, disability or retirement, such Options shall thereupon immediately terminate and expire. Each Option shall also be evidenced by a written agreement setting forth the terms thereof.

**6. Shares of Stock Subject to the Plan**

The shares that may be delivered under this Plan shall not exceed an aggregate of 600,000 shares of Capital Stock, adjusted, if appropriate, in accordance with Section 10 below.

**7. Dilution and Other Adjustments**

The number and kind of shares of PepsiCo Capital Stock issuable under the Plan, or which may be awarded to any participant, may be adjusted proportionately by the Employee Directors to reflect stock dividends, stock splits, recapitalizations, mergers, consolidations, combinations or exchanges of shares or other similar corporate changes.

**8. Death, Disability, Retirement or Termination**

In the event of the death, disability or retirement of a participant prior to the granting of an award in respect of the fiscal year in which such event occurred, an award may, in the discretion of a majority of the Employee Directors, be granted in respect of such fiscal year to the retired or disabled participant or his or her estate. If any participant shall cease to be a director for any reason other than death, disability or retirement, his or her rights to any award in respect of the fiscal year during which such cessation occurred shall terminate unless the Employee Directors shall determine otherwise.

No Option may be exercised after a participant ceases to be a director of PepsiCo, except that: (a) if such cessation occurs by reason of death, the Options then held by a participant may be exercised by his or her designated beneficiary (or, if none, his or her legal representative) until the expiration of such Options in

accordance with the terms hereof; (b) if such cessation occurs by reason of a participant becoming Totally Disabled (as defined below), the Options then held by the participant may be exercised by him or her until the expiration of such Options in accordance with the terms hereof; (c) if such cessation occurs by reason of Retirement (as defined below), the Options then held by a participant may be exercised by him or her until the expiration of such Options in accordance with the terms hereof; and (d) if such cessation is voluntary or results from action taken by PepsiCo or its shareholders, the Options then held by a participant shall terminate on the date he or she ceases to be a director, and may not be exercised on or after such date of termination.

“Totally Disabled” shall have the meaning set forth in the long term disability program of PepsiCo. “Retirement” shall have the meaning determined by the Employee Directors in their sole discretion.

#### **9. Withholding Taxes**

PepsiCo shall have the right to require the payment (through withholding from the participant’s retainer or otherwise) of any withholding taxes required by federal, state, local or foreign law in respect of any award.

#### **10. Resale Restrictions, Assignment and Transfer**

No rights to receive awards under the Plan shall be assignable or transferable by a participant except by will or the laws of descent and distribution.

Once awarded, the shares of Capital Stock received by Plan participants may be freely transferred, assigned, pledged or otherwise subjected to lien, subject to restrictions imposed by the Securities Act of 1933, as amended, and subject to the trading restrictions imposed by Section 16 of the Securities Exchange Act of 1934. Phantom stock units may not be transferred or assigned except by will or the laws of descent and distribution.

#### **11. Funding**

The Plan shall be unfunded. PepsiCo shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any award under the Plan.

#### **12. Duration, Amendments and Terminations**

The Employee Directors may terminate or amend the Plan in whole or in part, provided, however, that no such action shall adversely affect any rights or obligations with respect to any awards theretofore granted under the Plan. The Plan shall continue until terminated.



July 5, 2001

PepsiCo, Inc.  
700 Anderson Hill Road  
Purchase, New York 10577

Dear Sir or Madam:

I am Vice President, Associate General Counsel and Assistant Secretary of PepsiCo, Inc. ("PepsiCo"), and, as such, I have acted as counsel to PepsiCo in connection with Post-Effective Amendment No. 5 (the "Post-Effective Amendment") to Registration Statement No. 33-22970 on Form S-8 (the "Registration Statement"), which Post-Effective Amendment is being filed today with the Securities and Exchange Commission in connection with a resale prospectus for the resale of shares of PepsiCo Capital Stock, par value 1-2/3 cents per share (the "Shares") granted or to be granted under, or issued upon the exercise of stock options granted under, PepsiCo's Director Stock Plan (the "Plan").

In connection with the opinion set forth below, I have examined such records and documents and have made such investigations of law and fact as I have deemed necessary.

Based upon the foregoing, it is my opinion that the Shares registered pursuant to the Registration Statement, when sold in accordance with the terms of the Plan, will be duly and validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as an exhibit to the Post-Effective Amendment and to the use of my name in the Post-Effective Amendment under the caption "Legal Opinion". In giving this consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ LAWRENCE F. DICKIE

## Accountants' Acknowledgment

PepsiCo, Inc.  
Purchase, New York

Ladies and Gentlemen:

Re: Registration Statement No. 33-22970

With respect to the subject registration statement, we acknowledge our awareness of the use therein of our report dated April 23, 2001 related to our review of interim financial information.

Pursuant to Rule 436(c) under the Securities Act of 1933, such report is not considered part of a registration statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of sections 7 and 11 of the Act.

Very truly yours,

KPMG LLP

New York, New York  
July 5, 2001

**Consent of KPMG LLP**

We consent to the use of our audit report dated February 2, 2001, relating to the consolidated balance sheets of PepsiCo, Inc. and Subsidiaries as of December 30, 2000 and December 25, 1999 and the related consolidated statements of income, cash flows and shareholders' equity for each of the years in the three-year period ended December 30, 2000, incorporated herein by reference in the Registration Statement on Form S-8 of PepsiCo, Inc. pertaining to the PepsiCo Director Stock Plan.

KPMG LLP

New York, New York  
July 5, 2001