

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

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1. Name and Address of Reporting Person* <u>Abdalla Zein</u>  (Last) (First) (Middle) <u>700 ANDERSON HILL ROAD</u>  (Street) <u>PURCHASE NY 10577</u>  (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>11/30/2009</u>	3. Issuer Name and Ticker or Trading Symbol <u>PEPSICO INC [ PEP ]</u>	4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>CEO PepsiCo Europe</u>	5. If Amendment, Date of Original Filed (Month/Day/Year)	6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person
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Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
<u>PepsiCo, Inc. Common Stock</u>	<u>59,444<sup>(1)</sup></u>	<u>D</u>	

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2004</u>	<u>01/31/2011</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>39,844</u>	<u>43.5</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2005</u>	<u>01/31/2012</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>36,480</u>	<u>50</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>07/18/2005</u>	<u>07/17/2012</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>100,000</u>	<u>41.5</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2006</u>	<u>01/31/2013</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>47,705</u>	<u>39.75</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2007</u>	<u>01/31/2014</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>15,372</u>	<u>47.25</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2006</u>	<u>01/31/2013</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>3,411</u>	<u>47.25</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2008</u>	<u>01/31/2015</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>642</u>	<u>53.75</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2009</u>	<u>01/31/2016</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>600</u>	<u>57.5</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2010</u>	<u>01/31/2017</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>531</u>	<u>65</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2011</u>	<u>01/31/2018</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>19,411</u>	<u>68.75</u>	<u>D</u>	
<u>Employee Stock Option (right to buy)</u>	<u>02/01/2012</u>	<u>01/31/2019</u>	<u>PepsiCo, Inc. Common Stock</u>	<u>59,259</u>	<u>53</u>	<u>D</u>	

Explanation of Responses:

1. This number includes 52,436 restricted stock units granted to the reporting person as a portion of his compensation for serving as an officer of PepsiCo, Inc. Restricted stock units are calculated on a one unit for one share basis. These restricted stock units vest at various dates between February 1, 2010 and February 1, 2012. Vesting of all restricted stock units is contingent upon the reporting person's continued employment with the company.

Remarks:

/s/ Thomas H. Tamoney, Jr.,  
Atty-in-Fact 12/10/2009

\*\* Signature of Reporting Person Date

\* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.**

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each of the undersigned that is an officer or director, or both, of PepsiCo, also hereby constitutes and appoints each of Larry D.

Thompson and Thomas H. Tamoney, Jr., and each of them severally, the undersigned's

true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in the undersigned's capacity as a

director or officer, or both, of PepsiCo, Forms 3, 4 and 5 in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder;

(2) do and perform any and all acts for and on behalf of the undersigned which may

be necessary or desirable to complete and execute any such Form 3, 4 or 5 and timely file such form with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing

which, in the opinion of such attorney-in-fact, may be of benefit to, in the best

interest of, or legally required by, the undersigned, it being understood that the

documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such

capacity at the request of the undersigned, are not assuming, nor is PepsiCo assuming,

any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

This Power of Attorney, insofar as it relates to the undersigned's obligations to file Forms

3, 4 and 5, shall remain in full force and effect until the undersigned is no longer required

to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in

securities issued by PepsiCo, unless earlier revoked by the undersigned in a signed

writing delivered to the foregoing attorneys-in-fact; provided that any termination or

revocation of this Power of Attorney, insofar as it relates to the undersigned's obligations

to file Forms 3, 4 and 5, shall not affect the delegations of authority by the undersigned

pursuant to clauses (i) through (xiv) above.

\* \* \*

Each of the undersigned hereby grants to each such attorney-in-fact full power and

authority to do and perform any and every act and thing whatsoever requisite, necessary,

or proper to be done in the exercise of any of the rights and powers herein granted, as

fully to all intents and purposes as the undersigned might or could do if personally

present, with full power of substitution or revocation, hereby ratifying and confirming all

that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall

lawfully do or cause to be done by virtue of this Power of Attorney and the rights and

powers herein granted.

This Power of Attorney may be executed in counterparts and all such duly executed

counterparts shall together constitute the same instrument. This Power of Attorney shall

not revoke any powers of attorney previously executed by the undersigned. This Power

of Attorney shall not be revoked by any subsequent power of attorney that the undersigned may execute, unless such subsequent power of attorney specifically provides

that it revokes this Power of Attorney by referring to the date of the undersigned's

execution of this Power of Attorney.

Anything to the contrary herein notwithstanding, this Power of Attorney DOES NOT

grant the attorneys-in-fact authority to spend the undersigned's money or sell or dispose of the undersigned's property during the undersigned's lifetime, except in the case of PepsiCo with respect to such expenditures as are necessary to carry out the intents and purposes hereof.

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

IN WITNESS WHEREOF, each of the undersigned principals has executed this instrument on the date indicated opposite its, his or her name.

[REMAINDER OF PAGE LEFT BLANK]

Signed and Acknowledged:/s/ Zein Abdalla November 26, 2009  
ZEIN ABDALLA  
Chief Executive Officer, PepsiCo Europe

STATE OF NEW YORK            )  
                                  ) s.:  
                                  )  
COUNTY OF WESTCHESTER

On the 26th day of November in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Zein Abdalla, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he

executed the same in his capacity, and that by his signature on the instrument,  
the  
individual, or the person upon behalf of which the individual acted, executed  
the  
instrument.  
/s/ Megan Hurley  
Notary Public

[REMAINDER OF PAGE LEFT BLANK]

IMPORTANT INFORMATION FOR THE AGENT: When you accept the  
authority granted under this Power of Attorney, a special legal relationship is  
created between you and the principal. This relationship imposes on you legal  
responsibilities that continue until you resign or the Power of Attorney is  
terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no  
instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's  
best interest;
- (3) keep the principal's property separate and distinct from any assets you own  
or  
control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the  
principal; and
- (5) disclose your identity as an agent whenever you act for the principal by  
writing or  
printing the principal's name and signing your own name as "agent" in either of  
the following manner: (Principal's Name) by (Your Signature) as Agent, or (your  
signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts  
to yourself  
or anyone else unless the principal has specifically granted you that authority  
in this  
Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of  
Attorney.  
If you have that authority, you must act according to any instructions of the  
principal or,  
where there are no such instructions, in the principal's best interest. You may  
resign by  
giving written notice to the principal and to any co-agent, successor agent,  
monitor if one  
has been named in this document, or the principal's guardian if one has been  
appointed.  
If there is anything about this document or your responsibilities that you do  
not  
understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General  
Obligations  
Law, Article 5, Title 15. If it is found that you have violated the law or  
acted outside the  
authority granted to you in the Power of Attorney, you may be liable under the  
law for  
your violation.

IN WITNESS WHEREOF, each of the undersigned agents has executed this instrument  
on the date indicated opposite his name.

[REMAINDER OF PAGE LEFT BLANK]

Signed and Acknowledged:/s/ Larry D. Thompson December 2, 2009  
LARRY D. THOMPSON Agent and Attorney-in-Fact

STATE OF NEW YORK            )  
                                  ) s.:  
                                  )  
COUNTY OF WESTCHESTER

On the 2nd day of December in the year 2009 before me, the undersigned, a  
Notary Public in and for said State, personally appeared Larry D. Thompson,  
personally  
known to me or proved to me on the basis of satisfactory evidence to be the  
individual

whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his capacity, and that by his signature on the instrument,  
the  
individual, or the person upon behalf of which the individual acted, executed  
the  
instrument.  
/s/ Cathleen Gold  
Notary Public

Signed and Acknowledged:/s/ Thomas H. Tamoney, Jr. December 2, 2009  
THOMAS H. TAMONEY, JR.Agent and Attorney-in-Fact

STATE OF NEW YORK            )  
                                  ) s.:  
                                  )  
COUNTY OF WESTCHESTER

On the 2nd day of December in the year 2009 before me, the undersigned, a  
Notary Public in and for said State, personally appeared Thomas H. Tamoney, Jr.,  
personally  
known to me or proved to me on the basis of satisfactory evidence to be the  
individual  
whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his capacity, and that by his signature on the instrument,  
the  
individual, or the person upon behalf of which the individual acted, executed  
the  
instrument.  
/s/ Cathleen Gold  
Notary Public