



109232009715250



SECURITIES AND EXCHANGE COMMISSION

SEC Building, EDSA, Greenhills, Mandaluyong City, Metro Manila, Philippines
Tel: (632) 726-0931 to 39 Fax: (632) 725-5293 Email: mis@sec.gov.ph

Barcode Page

The following document has been received:

Receiving Officer/Encoder : Julius N. Salustiano
Receiving Branch : SEC Head Office
Receipt Date and Time : September 23, 2009 04:28:03 PM
Received From : Head Office

Company Representative

Doc Source

Company Information

SEC Registration No. 0000160968
Company Name PEPSI-COLA PRODUCTS PHILS. INC.
Industry Classification
Company Type Stock Corporation

Document Information

Document ID 109232009715250
Document Type 17-C (FORM 11-C:CURRENT DISCL/RPT)
Document Code 17-C
Period Covered September 22, 2009
No. of Days Late 0
Department CFD
Remarks

OFFICE COPY

COVER SHEET

						1	6	0	9	6	8
--	--	--	--	--	--	---	---	---	---	---	---

S.E.C. Identification No.

PEPSI-COLA PRODUCTS PHILIPPINES, INC.

(Company's Full Name)

Km. 29 National Road, Tunasan, Muntinlupa City

(Business Address: No. Street City/Town/Province)

Ma. Rosario C.Z. Nava

Contact Person

750-9687

Company Telephone Number

0 6

Month
Fiscal Year

3 0

Day

SEC Form 17-C

FORM TYPE

Any day in October

Month Date
Annual Meeting

--	--	--	--	--	--

Secondary License Type, If Applicable

C F D

Dept. Requiring this Doc.

Amended Article Number/Section

Total No. of Stockholders

Total Amount of Borrowings

Domestic

Foreign

To be accomplished by SEC Personnel concerned

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

File Number

LCU

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Document I.D.

Cashier

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Remarks = pls. Use black ink for scanning purposes

SECURITIES AND EXCHANGE COMMISSION

SEC FORM 17-C

CURRENT REPORT UNDER SECTION 17
OF THE SECURITIES REGULATION CODE
AND SRC RULE 17.2(c) THEREUNDER

1. Date of Report (Date of earliest event reported): **22 September 2009**
2. SEC Identification Number: **0000160968**
3. BIR Tax Identification Number: **000-168-541**
4. Exact name of issuer as specified in its charter:
PEPSI-COLA PRODUCTS PHILIPPINES, INC.
5. **Philippines**
Province, country or other jurisdiction of incorporation
6. (SEC Use Only)
Industry Classification Code:
7. **Km. 29 National Road, Tunasan, Muntinlupa City**
Address of principal office **1773**
Postal Code
8. **(632) 850-7901 to 20**
Issuer's telephone number, including area code
9. **N/A**
Former name or former address, if changed since last report
10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding and Amount of Debt Outstanding
Common Shares of Stock	3,693,772,279

11. Indicate the item numbers reported herein:

Item 9. Approval of the Corporation's audited financial statements for the fiscal year ended 30 June 2009 and the release and issuance thereof

Approval of the Corporation's SEC Form 17-A (Annual Report) for the fiscal year ended 30 June 2009 and filing thereof with the Securities and Exchange Commission and the Philippine Stock Exchange

Approval of execution and delivery of the Revised Listing Agreement to the Philippine Stock Exchange, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Regulation Code, the issuer has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

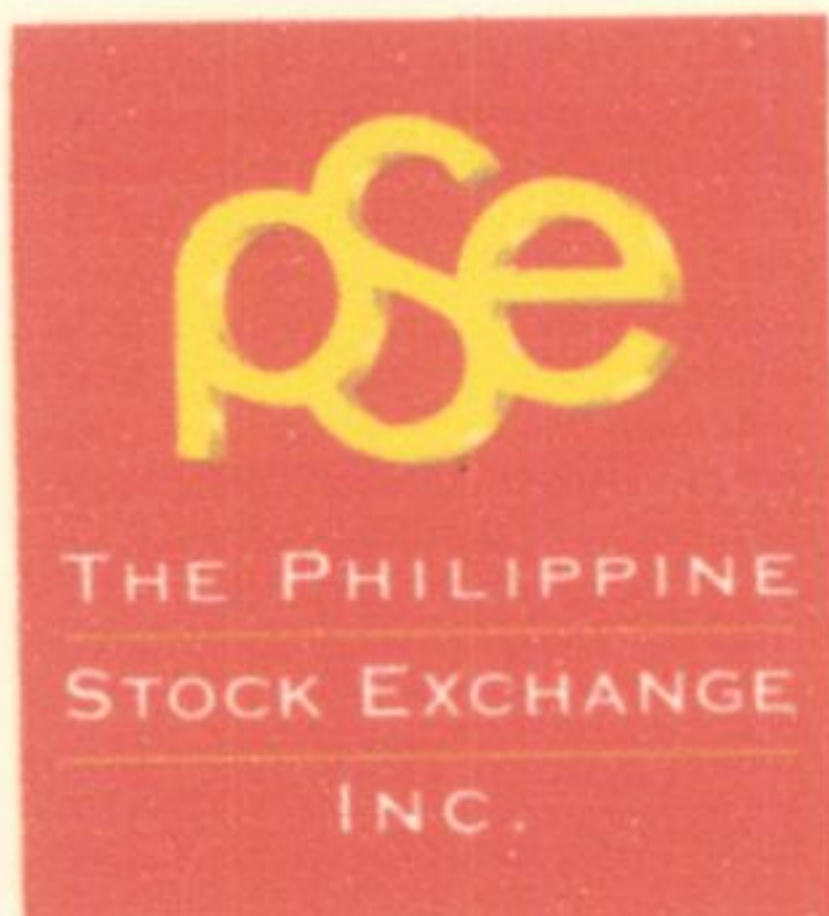
PEPSI-COLA PRODUCTS PHILIPPINES, INC.
Issuer

22 September 2009
Date

By:



MA. ROSARIO C.Z. NAVA
Corporate Secretary
Compliance Officer
Signature and Title



THE PHILIPPINE STOCK EXCHANGE, INC. LISTING AGREEMENT

PEPSI COLA PRODUCTS PHILIPPINES, INC. (the "Company"), in consideration of the listing of its securities, executes this Listing Agreement (the "Agreement") with The Philippine Stock Exchange, Inc. (the "Exchange") on all matters set forth below:

1. The Company shall strictly comply with the listing, disclosure rules and other Exchange rules, regulations, policies, guidelines or interim measures (collectively, the "Rules") and this Agreement, as may be amended or supplemented, and all applicable laws, rules, regulations, policies, and other governmental and regulatory issuances. The Company shall comply with the Rules and this Agreement notwithstanding that the trading of the Company's securities is suspended, halted or otherwise restricted. The Company agrees to pay all applicable fees, charges or penalties that the Exchange may impose from time to time.

2. The Company understands that the Rules, this Agreement and decisions of the Exchange are not just binding contractually but are enforceable against the Company in consideration of the public interest and for the maintenance of a fair and orderly market; these create obligations that may be in addition to, and complement, statutory obligations. The Company undertakes to comply with the Rules and the Agreement as interpreted by the Exchange from time to time and in a way that best promotes the principles on which the Rules and the Agreement are based. In case of doubt as to the interpretation of the whole or part of the Rules and the Agreement, the interpretation of the Exchange shall prevail.

3. The Company understands and agrees that the Exchange may, pursuant to applicable Rules and this Agreement, suspend, lift the suspension or delist all or part of its securities from the official registry of the Exchange, or impose fines and penalties if the Company fails to comply with any of the Rules or any part of this Agreement. The Exchange may summarily suspend the trading of the securities of the Company for a reasonable period, when, in the reasonable opinion of the Exchange, it is in the public interest that trading of such securities be suspended. In case of such suspension, the Exchange will notify the Company of the issuance of the order of suspension and state the underlying reasons for the order. The Company will be given a reasonable opportunity to present its case for the lifting of the suspension order. The Exchange shall make a decision on the matter as soon as practicable in order to minimize any disruption in trading.

4. In order to publicize the Company's listing on the Exchange and only for this limited purpose, the Company authorizes the Exchange to use the Company's

current corporate logos, website address, trade names, and trade/service marks in order to convey quotation information, transactional reporting information, and other information regarding the Company in connection with the Exchange.

In order to ensure the accuracy of the information, the Company agrees to timely provide the Exchange with the Company's corporate logos, website address, trade names, and trade/service marks. The Company warrants and represents that the Company's corporate logos, website address, trade names or trade/service marks do not violate any trade/service mark, trade name, or other intellectual property rights of any third party. The Company shall indemnify the Exchange and hold them free and harmless from any third party rights, actions and/or claims arising out of the Exchange's reasonable and authorized use of the Company's corporate logos, website address, trade names, or trade/service marks of the Company unless the claim arises from fault or negligence solely and directly attributable to the Exchange.

5. The Company agrees and understands that trading symbols are the sole and exclusive property of the Exchange, and a symbol is provided to the Company for the limited purpose of identifying the Company's security in authorized quotation and trading systems. The Exchange reserves the right, in its sole and final discretion, to assign, rescind, or reassign any trading symbol at any time, provided the Exchange prior to the effectivity of such assignment, rescission or re-assignment of the trading symbol, informs the public and the Company of any such assignment, rescission or reassignment, and the underlying reasons, by written notice to the Company and publication of such information on the Exchange's website.

6. The Company represents that it shall not undertake proceedings of whatever kind against the Exchange, its subsidiaries or affiliates, and any of its directors, officers or employees, regulation personnel, or agents, for any and all acts, resolutions or decisions of the Exchange, its subsidiaries or affiliates in the exercise of their regulatory functions, except where such acts, resolutions or decisions violate applicable laws, rules and regulations of the Exchange, or any director, officer or employee, regulation personnel, or agent acted in evident bad faith, with willful misconduct, or gross negligence.

7. The Company shall defend, protect, indemnify, and hold free and harmless, the Exchange, its subsidiaries or affiliates, and its directors, officers, employees, agents, and representatives of said corporations, as well as its respective successors and assigns, if any, from any and all claims, damages, losses, expenses, and/or any claim or liability of whatever nature and kind, whether at law or equity, that the Exchange may incur, pay or be liable for, arising from, or in connection with the following:

- a. Disclosure by the Exchange of any information, data, report and other documents pertaining to the Company which was furnished to the Exchange by the Company and where, in the reasonable judgment of the Exchange, such disclosure is required by the Rules, any applicable law or regulation, or is in the public interest, or for the maintenance of a fair and orderly market;

- b. Any violation by the Company of the Rules or this Agreement; and
- c. Claims, suits, and actions arising from any act or omission of the Company, its subsidiaries or affiliates, and the directors, officers, employees, agents, and representatives of said corporations.

8. The Company and its directors, officers and employees, irrevocably submit to the jurisdiction of the Exchange including, without limitation, the Exchange's reasonable exercise of regulatory and enforcement functions with respect to matters affecting issuers and the acts of their transfer agents, including those set forth in the Rules and this Agreement, which properly fall within the exclusive jurisdiction of the Exchange.

9. The Company undertakes to accept the regulation and supervision of the Exchange and, after having been given due notice and an opportunity to be heard, agrees to be subjected to sanctions that may be imposed by the Exchange for any violation of the Rules or this Agreement.

10. Failure by the Exchange to exercise any right, action or remedy under the Rules or this Agreement should not be construed as a waiver of any such right, action or remedy.

11. The Company understands that if an exception to any of the provisions of this Agreement that was requested by the Company has been granted by the Management or the Board of Directors of the Exchange, such exception shall, during the time it is in effect, supersede any conflicting provision in this Agreement solely with regard to the Company.

12. The Company shall engage and maintain at all times the services of a duly licensed independent or bank-owned transfer agent acceptable to the Exchange. The Company shall take full responsibility for all the acts or omissions of its transfer agent done pursuant to the agency agreement between the Company and such transfer agent and holds itself jointly and severally liable for all the acts or omissions of its transfer agent.

13. Subject to any regulatory requirements, the Company hereby represents, warrants and guarantees that its listed securities are fully, freely, and readily tradeable, marketable, non-cancellable, non-assessable, and not subject to any adverse claim. The Company shall immediately disclose to the Exchange upon the Company's receipt or knowledge of any order of attachment, garnishment or other order issued by a court or agency of competent jurisdiction which (a) may affect the title, ownership, transferability or assignability of all or any part of the listed securities of the Company, or (b) authorizes or causes the involuntary transfer of such securities. For this purpose, the Company shall fully indemnify, defend and cooperate in the defense of, and hold free and harmless the Exchange, Securities Clearing Corporation of the Philippines, and

their directors, officers, employees, agents and representatives for any losses, damages, claims or liabilities that any or all of them may be subject to or sustain in connection with the breach by the Company of its representation, warranty and guarantee under this section.

14. The Exchange may, upon consulting with the Company, transfer the Company to a higher board based on the financial condition and qualifications of the Company. The Company hereby agrees not to unreasonably withhold its consent to its transfer to a higher board and to comply with the requirements for such transfer.

15. Where definitions in the Rules are wider than, or the obligations and requirements imposed by the Rules or this Agreement are more onerous than the provisions of any law, rule or issuance, the provisions of the Rules and the Agreement shall prevail; provided, that where any provision of the Rules or the Agreement is in clear conflict with the provisions of any such law, regulation or government issuance, the provisions of such law, regulation or government issuance shall prevail.

16. The Exchange, in the exercise of its mandate and regulatory functions under existing securities laws, may impose additional requirements or waive compliance with the Rules or this Agreement on a case-to-case basis whenever in its best judgment the circumstances warrant such actions to be necessary or desirable to maintain and preserve an efficient, fair and orderly market for the protection of the public interest, provided that any imposition of additional requirements shall be consistent with fairness and due process.

17. The Company shall cause its stock and transfer agent to honor and cause the recording in its stock and transfer books of all shares validly issued by the Company and predecessor-in-interest of the Company and their stock and transfer agents. "Predecessor-in-interest" refers to the dissolved corporation in a merger, consolidation or other methods of corporate combination.

18. The Company agrees that it shall immediately notify the Exchange in writing of any event or circumstance which shall cause the Company to cease to be in compliance with the suitability criteria set forth in the Rules and this Agreement. The Company shall provide the Exchange with any information, document or explanation that the Exchange may reasonably require to satisfy itself that the Company is, and continues to be, compliant with the Rules and this Agreement. The Company undertakes and warrants that it shall do so within the reasonable period specified by the Exchange. All such information and documents required by the Exchange shall be submitted by the Company in the English language. Compliance with the Rules and this Agreement may not by itself ensure an applicant's suitability for listing or continued listing status. The Exchange retains full discretion to accept or reject applications.

19. For the avoidance of doubt, nothing in the Rules or this Agreement shall be construed as imposing upon the Exchange an obligation to publish on the Exchange's website any document or communication other than as expressly provided in the Rules.

20. Nothing in this Agreement shall be construed as to require the Company to do acts in contravention of law or in violation of any rule or regulation of any public authority exercising proper jurisdiction over the Company.

21. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

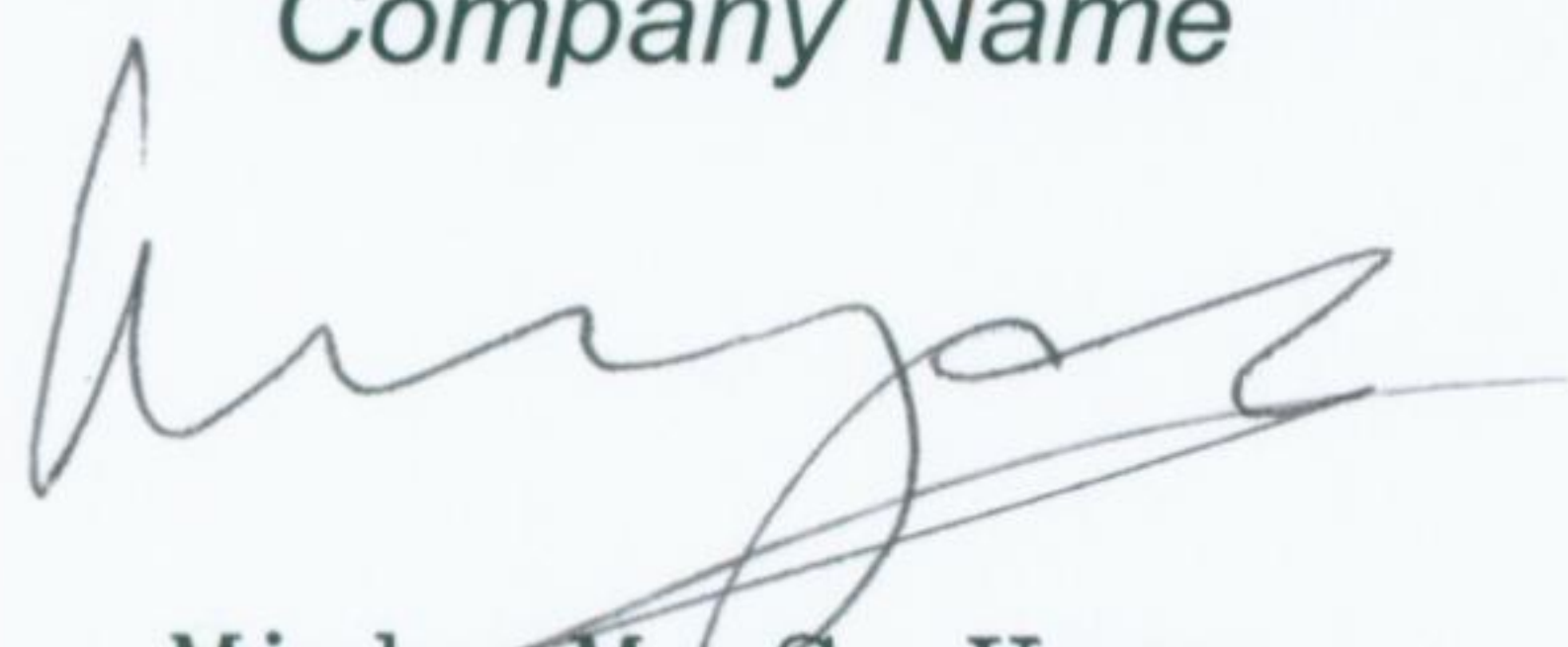
22. The Company represents and warrants that it freely decided to list its securities in the Exchange pursuant to the Rules. Hence, in the interpretation and construction of this Agreement, no presumption shall be taken against the Exchange.

As a representative of the Company, I am duly authorized to execute this Agreement which is valid, binding and enforceable against the Company. This authorization is contained in the Secretary's Certificate submitted for such purpose, a copy of which is attached and made an integral part hereof as Annex "A".

Pepsi-Cola Products Philippines, Inc. **THE PHILIPPINE STOCK EXCHANGE, INC.**

Company Name

By:



Micky M. S. Yong

Name

President / CEO

Position

Pres / CEO

By:



Francisco Ed. Lim

President & CEO



August 7, 2009

Date

Date



Partha Chakrabarti

Name

Chief Financial Officer

Position

Date

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MUNTINLUPA CITY) s.s.

BEFORE ME, a Notary Public for and in **MUNTINLUPA CITY**, this **SEP 22 2009** day of _____, personally appeared:

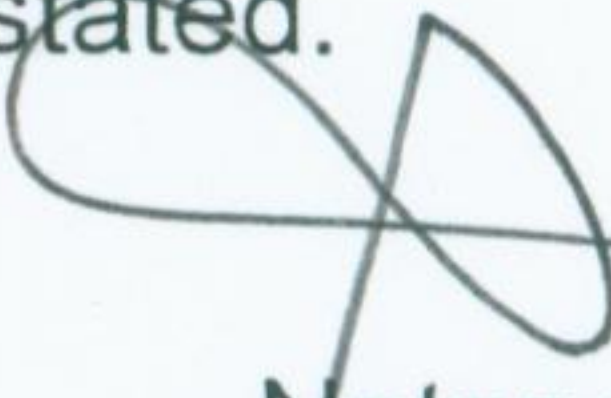
Affiant	Competent Evidence of Identity		Community Tax Certificate	
	Type of ID	ID Number and Expiry Date (if applicable)	Number	Date/Place Issued
Micky M.S. Yong	1 Passport	S0603479I; 4/26/2011	CC25595124	1/28/09; Muntinlupa
Partha Chakrabarti	2 Passport	Z1751780 ; 2/25/2018	CC00528242	2/27/09; Makati City

Personally known to me and to me known to be the same person who executed the foregoing Listing Agreement, and who acknowledged to me that the same is his/her free act and voluntary deed and that of the corporations which he/she represents.

This Listing Agreement consisting of seven (7) pages, including this page where the acknowledgment appears, has been signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place aforesated.

Doc. No.: 276
 Page No.: 57
 Book No.: 4
 Series of 2009


 Notary Public
ATTY. CELERINO T. GRECIA III
 Notary Public
 Commission No. 07-029
 Until December 31, 2009
 Km. 29 National Rd., Tunasan, Muntinlupa City
 IBP LRN: 04683; May 12, 2003; Iloilo
 PTR No. 0104302; 01/03/2008; Muntinlupa City
 Attorney's Roll No. 31466