

BOTTLING GROUP, LLC

Power of Attorney

Pursuant to Section 4.6 of the Second Amended and Restated Limited Liability Company Agreement ("Agreement") of Bottling Group, LLC, a Delaware limited liability company, with its principal office at 1111 Westchester Avenue, White Plains, New York 10604 (the "Company"), the undersigned, a Managing Director of the Company, hereby gives power of attorney to the following individuals, acting singly, such authority as I have to bind the Company with respect to the following matters under Section 4.2 of the Agreement, subject to the limitations set forth in Section 4.3 of such Agreement, to execute and deliver in the name of the Company, all such documents as described below, and to take such other actions as such attorney in his or her discretion and with advice of counsel to the Company may deem necessary or appropriate.

For purposes of clarity and the avoidance of doubt, each of North America Beverages ("NAB"), Pepsi Beverages Company ("PBC") and PepsiCo Foodservice ("PFS") with operations in the United States, are unincorporated divisions of PepsiCo, Inc., a North Carolina corporation ("PepsiCo").

North America Business Matters / North America Field Operations

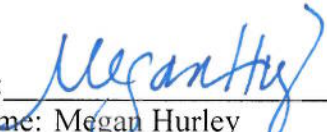
1. To NAB's Chief Executive Officer, North America, NAB's President and Chief Operating Officer, and NAB's Chief Human Resources Officer, the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate and that are within his or her professional scope of responsibilities, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals;
2. To NAB's Chief Commercial and Transformation Officer; Senior Vice President, Pepsi North America Field Operations; and President, PepsiCo Global Foodservice, the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate and that are within his or her professional scope of responsibilities, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals;
3. To each of NAB's/PBC's/PFS' Senior Vice Presidents (each, a "SVP") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such SVP's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such SVP is responsible, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals;
4. To each of NAB's/PBC's/PFS' Vice Presidents (each, a "VP") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such VP's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such VP is responsible, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals;

5. To each of NAB's/PBC's/PFS' Senior Directors (each, a "Sr. Director"), Directors (each, a "Director") and Market Directors (each, a "Market Director") (collectively, the "Directors") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such Directors' professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such Directors' are responsible, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals; and
6. To each of NAB's/PBC's/PFS' Channel Managers (each, a "Channel Manager"), Manager (each, a "Manager"), Key Account Manager (each, a "KAM"), National Account Sales Manager (each, a "NASM") and Associate Sales Manager (each, an "ASM") (and similar titles and roles) within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such Channel Manager's, Manager's, KAM's, NASM's or ASM's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such Channel Manager, Manager, KAM, NASM or ASM is responsible, subject to receipt of any and all NAB, PBC, PFS and/or PepsiCo internal approvals.

This power of attorney is effective from the date it is signed and will expire on June 30, 2019.

Dated as of the 1st day of July, 2018.

Bottling Group, LLC

By: 
 Name: Megan Hurley
 Title: Managing Director

STATE OF NEW YORK)
)
 COUNTY OF WESTCHESTER)

On this 1st day of July 2018, before me personally came Megan Hurley to me known, who being duly sworn, did depose and say that she is a Managing Director of Bottling Group, LLC, the Company described in the foregoing instrument, and that she is empowered to sign, and has signed, this power of attorney on behalf of said Company.


 Notary Public

ROSANNA DEVEAU
 Notary Public, State of New York
 No. 01DE6052504
 Qualified in Westchester County
 Commission Expires Dec. 18, 2018

MEMORANDUM OF INFORMATION

2019 Insurance Certificate will be issued upon award of RFP

DATE
12/17/2014

THIS MEMORANDUM OF INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	COMPANIES AFFORDING COVERAGE
INSURED 1069518 PEPSICO, INC; FRITO-LAY NORTH AMERICA, INC; QUAKER OATS CO; PEPSI-COLA METROPOLITAN BOTTLING CO, INC.; TROPICANA PRODUCTS, INC.; NEW BERN TRANSPORT CORP. BOTTLING GROUP, LLC; IZZE BEVERAGE COMPANY; THE GATORADE CO, NAKED JUICE CO. OF GLENDORA, INC. 700 ANDERSON HILL RD, PURCHASE NY 10577	COMPANY A: ACE American Insurance Company
	COMPANY B: Indemnity Insurance Co of North America
	COMPANY C: ACE Fire Underwriters Insurance Company
	COMPANY D: Agri General Insurance Company
	COMPANY E:

COVERAGES

*PEPSI01

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCURRENCE GEN'L AGG LIMIT APPLIES PER: POLICY	HDOG27338252	1/1/2015	1/1/2016	EACH OCCURENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 2,000,000
					MED EXP (Any one person)	\$ 1,000
					PERSONAL & ADV INJURY	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO	See Attached	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ See Below
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
B A C D	WORKERS COMPENSATION/ EMPLOYERS' LIABILITY	WLRC48019420 (AOS)	1/1/2015	1/1/2016	WORKERS COMP LIMITS	STATUTORY
		WLRC48019432 (AZ,CA,MA)	1/1/2015	1/1/2016	E.L. EACH ACCIDENT	\$ 5,000,000
		SCFC48019444 (WI)	1/1/2015	1/1/2016	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
		WLR C48145073 (TN)	1/1/2015	1/1/2016	E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A A A	Excess Workers Compensation	WCUC48019456 (OH,WA - F-L)	1/1/2015	1/1/2016	WC Statutory Limits	
		WCUC48019468 (OH-PC Metro)	1/1/2015	1/1/2016	\$5,000,000 each accident	
		WCUC4801947A (WV-PC Metro)	1/1/2015	1/1/2016	\$5,000,000 each ee for disease	

ADDITIONAL INFORMATION

ADDITIONAL NAMED INSURED: FRITO-LAY, INC., ROLLING FRITO-LAY SALES, LP; FL TRANSPORATION, INC.; IZZE BEVERAGE COMPANY; QUAKER OATS MANUFACTURING; SVC MANUFACTURING INC.; STACY'S PITA CHIP CO.; PEPSI-COLA SALES AND DISTRIBUTION, INC.; PEPSI-COLA TECHNICAL OPERATIONS, INC; P-AMERICAS, LLC.

SEE ATTACHED FOR ADDITIONAL INFORMATION.