

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 5)

WIMM-BILL-DANN FOODS OJSC
(Name of Issuer)

ORDINARY SHARES, PAR VALUE 20 RUSSIAN RUBLES PER SHARE
AMERICAN DEPOSITARY SHARES, EACH REPRESENTING ONE FOURTH OF AN ORDINARY SHARE, PAR VALUE 20 RUSSIAN RUBLES PER
SHARE
(Title of Class of Securities)

97263M109
(CUSIP Number)

Thomas H. Tamoney, Jr.
PepsiCo, Inc.
700 Anderson Hill Road
Purchase, NY 10577
Tel: (914) 253-3623

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

February 3, 2011
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 97263M109

1.	Names of Reporting Persons PepsiCo, Inc.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> (b) <input checked="" type="radio"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) WC		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0		
6.	Citizenship or Place of Organization North Carolina		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power -0-	
	8.	Shared Voting Power 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)	
	9.	Sole Dispositive Power -0-	
	10.	Shared Dispositive Power 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0		
13.	Percent of Class Represented by Amount in Row (11) 76.98% (See Item 5)		
14.	Type of Reporting Person (See Instructions) CO		

CUSIP No. 97263M109

1.	Names of Reporting Persons Pepsi-Cola (Bermuda) Limited
2.	Check the Appropriate Box if a Member of a Group (See Instructions) <div style="text-align: right;">(a) <input type="radio"/> (b) <input checked="" type="radio"/></div>
3.	SEC Use Only
4.	Source of Funds (See Instructions) WC
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 0
6.	Citizenship or Place of Organization Bermuda
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. Sole Voting Power -0-
	8. Shared Voting Power 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)
	9. Sole Dispositive Power -0-
	10. Shared Dispositive Power 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 33,872,319.5 ordinary shares (including ordinary shares underlying ADSs) (See Item 5)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) 0
13.	Percent of Class Represented by Amount in Row (11) 76.98% (See Item 5)
14.	Type of Reporting Person (See Instructions) CO

AMENDMENT NO. 5 TO SCHEDULE 13D

This Amendment No. 5 amends the Report on Schedule 13D, originally filed with the Securities and Exchange Commission on December 20, 2010 by PepsiCo, Inc. ("**PepsiCo**") and Pepsi-Cola (Bermuda) Limited ("**PCBL**", together with PepsiCo, the "**Reporting Persons**"), as amended by Amendment No. 1 thereto filed on December 27, 2010, Amendment No. 2 thereto filed on January 24, 2011, Amendment No. 3 thereto filed on January 27, 2011, and Amendment No. 4 thereto filed on February 3, 2011 (the "**Schedule 13D**").

Unless indicated otherwise, all items left blank remain unchanged in all material respects and any items which are reported are deemed to amend and restate the corresponding items in the Schedule 13D. Capitalized terms used without definitions in this Amendment No. 5 shall have the respective meanings ascribed to them in the Schedule 13D.

Item 1. Security and Issuer

Item 2. Identity and Background

Item 3. Source and Amount of Funds or Other Consideration

Item 4. Purpose of Transaction

The third paragraph of Item 4 of the Schedule 13D is hereby amended and restated in its entirety as follows:

PepsiCo expects to make an offer in Russia (the "**Russian Offer**") on or before March 11, 2011 to acquire all of the remaining Shares, in accordance with the mandatory tender offer rules of the Russian Federation. The price to be paid in the Russian Offer will be 3,883.70 Russian rubles per Share. This price is \$132, which is the highest amount PepsiCo paid to the selling shareholders pursuant to the Purchase Agreement, converted to Russian rubles at the highest Central Bank of Russia exchange rate established for February 3, 2011 and all subsequent days on which the Shares purchased under the Purchase Agreement were transferred to PepsiCo. Attached as Exhibit 99.7 and incorporated by reference into this Item 4 is a copy of PepsiCo's press release announcing the pricing of the Russian Offer dated February 3, 2011. Concurrently with the Russian Offer, PepsiCo expects to make an offer (the "**U.S. Offer**" and together with the Russian Offer, the "**Offers**") to all holders of ADSs at a price per ADS equal to 970.925 Russian rubles (which is one-fourth of 3,883.70 Russian rubles since each ADS represents one-fourth of a Share), without interest and less any fees, conversion expenses and applicable taxes. This amount will be converted to U.S. dollars at the spot market rate on or about the date that PepsiCo pays for the ADSs tendered in the U.S. Offer.

The following paragraph is hereby added to Item 4 of the Schedule 13D:

In connection with the Offers, PepsiCo entered into (i) the Term Loan Agreement ("**PRBL Loan Agreement**") dated February 2, 2011 between PepsiCo Russia (Bermuda) Limited, a wholly owned subsidiary of PepsiCo, and Wimm Bill Dann Finance Cyprus Ltd., a wholly owned subsidiary of the Issuer, and (ii) the Term Loan Agreement ("**Lebedyansky Loan Agreement**", together with PRBL Loan Agreement, the "**Loan Agreements**") dated February 4, 2011 between OJSC Lebedyansky, a wholly owned subsidiary of PepsiCo, and Wimm-Bill-Dann Finance Co. Ltd., a wholly owned subsidiary of the Issuer. Pursuant to the Loan Agreements, which have effective dates of February 4, 2011, PepsiCo has obtained term loans ("**Term Loans**") in the principal amounts of 31,372,571,970 Russian rubles and 7,355,475,000 Russian rubles, respectively, and in each case on an arm's length basis. The Term Loans each mature on February 4, 2014 and bear an interest rate per annum equal to 9.95%, payable semi-annually and on the maturity date. The Loan Agreements each also contain other customary terms and conditions. The foregoing summary of the Loan Agreements and the transactions contemplated thereby does not

purport to be complete and is subject to, and qualified in its entirety by, the full text of the Loan Agreements which are attached as Exhibits 99.8 and 99.9 to this Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The descriptions of the Transaction and the Loan Agreements set forth in Item 4 above are incorporated by reference in their entirety into this Item 6.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Exhibit Name
99.7	Press Release dated February 3, 2011 issued by PepsiCo, Inc. (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K of PepsiCo, Inc. filed February 4, 2011).
99.8	Term Loan Agreement between PepsiCo Russia (Bermuda) Limited and Wimm Bill Dann Finance Cyprus Ltd. dated February 2, 2011.
99.9	Term Loan Agreement between OJSC Lebedyansky and Wimm-Bill-Dann Finance Co. Ltd. dated February 4, 2011.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: February 4, 2011

PEPSICO, INC.

By: /s/ Thomas H. Tamoney, Jr.

Name: Thomas H. Tamoney, Jr.

Title: Senior Vice President,
Deputy General Counsel
and Assistant Secretary

**PEPSI-COLA (BERMUDA)
LIMITED**

By: /s/ Mary-Lynn Robinson

Name: Mary-Lynn Robinson

Title: President

TERM LOAN AGREEMENT

This Term Loan Agreement (this "**Agreement**") is made as of February 2, 2011 by and between Wimm Bill Dann Finance Cyprus Ltd., a company incorporated under the laws of Cyprus ("**Lender**"), and PepsiCo Russia (Bermuda) Limited, a company incorporated under the laws of Bermuda ("**Borrower**"), to record the terms of the Term Loan Facility (as defined in the Terms & Conditions attached hereto as Exhibit A (the "**Terms & Conditions**") under the caption "Term Loan Facility") made by Lender to Borrower.

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto and made a part hereof), Lender hereby makes available to Borrower the Term Loan Facility for the Principal Amount (as set forth in the Terms & Conditions under the caption "Principal Amount"). The advances from Lender to Borrower under the Term Loan Facility shall be evidenced by a promissory note substantially in the form of Exhibit B attached hereto (the "**Note**").

1. Draw-down. The Term Loan Facility shall be drawn down by Borrower in the Principal Amount (as set forth in the Terms & Conditions under the caption "Principal Amount") in one single tranche in accordance with the terms of this Agreement, including the Terms & Conditions.

2. Interest.

(a) Amounts borrowed under the Term Loan Facility shall bear interest at the Interest Rate specified in the Terms & Conditions under the caption "Interest Rate" and shall be calculated in accordance with the terms set forth in the Terms & Conditions under the caption "Interest Rate Calculation."

(b) Interest is payable on the interest payment dates set out in the Terms & Conditions under the caption "Interest Payment Dates".

3. Repayment and Maturity

(a) Principal amounts and interest outstanding ("Interest") under the Term Loan Facility are subject to repayment, in whole or in part, without penalty, at any time and from time to time at the option of the Borrower. The amount of such repayment, may, at the sole discretion of the Lender, be applied first to accrued interest and then to a reduction of the Principal Amount outstanding.

(b) The Term Loan Facility will mature and the Loan Amount and any other amount due thereunder will become fully due and payable as of the date specified in the Terms & Conditions under the caption "Maturity Date".

4. Covenants. Borrower hereby undertakes that until the Term Loan Facility matures in accordance with the terms of this Agreement:

- (a) Borrower will not, without the consent of Lender, create or permit to exist any mortgage, charge, pledge, lien or other encumbrance on all or any part of Borrower's present or future revenues or assets, to secure indebtedness for borrowed money;
- (b) Borrower will not, without the consent of Lender, cause any event to occur which will cause a material adverse change in the financial condition, operations or properties of Borrower or make any disposition of all or any material part of the assets of Borrower;
- (c) Borrower will inform Lender promptly of any material breach by Borrower in the performance of any material term or condition of any material financial agreement or instrument entered into by or binding upon Borrower, including this Agreement; and
- (d) Borrower will give Lender such other information concerning the business and affairs of Borrower as Lender may from time to time reasonably require.

5. Taxes. All payments to be made by Borrower pursuant to this Agreement and the Note shall be made free and clear of any set-off or counter-claim and without deduction for or on account of any present or future taxes, unless any applicable tax authority requires the deduction or withholding of tax in respect of any such payments.

6. Default Interest. If Borrower shall fail to pay any sum due under this Agreement or the Note on the due date thereof, Borrower shall, on demand, pay Lender Interest on such unpaid sum for the period from such due date until the date of payment at the Default Interest Rate specified in the Terms & Conditions under the caption "Default Interest Rate".

7. Payment and Evidence of Debt. If any date for payment would otherwise fall on a day which is not a day on which banks are open for business in Cyprus, Bermuda, or London, payment shall be made on the next day on which banks are open for business in Cyprus, Bermuda and London.

8. Currency of Account and Payment. The currency of account and payment for all sums payable by Borrower under this Agreement and the Note is specified in the Terms & Conditions under the caption "Currency". All payments to be made by Borrower under this Agreement and the Note shall be made in immediately available cleared funds, in such manner as Lender, through its Cyprus office, shall notify to Borrower in writing not later than 11:00 a. m. Bermuda time two business days immediately preceding the date such payment is due.
9. Costs and Expenses. Borrower shall reimburse Lender on demand for all reasonable costs and expenses (including legal fees) incurred by Lender in the enforcement of this Agreement, the Term Loan Facility and the Note.
10. Benefit of Agreement. This Agreement and the Note shall bind and inure to the benefit of the parties hereto and their respective successors or assigns provided that neither party may assign or transfer any of its rights and benefits hereunder and under the Note, except with prior written consent of the other, which consent shall not be unreasonably withheld.
11. Notices. Any notice under this Agreement shall be in writing (letter, facsimile or e-mail) and shall be effective when received by the addressee at its address for notices indicated in the Terms & Conditions under the caption "Borrower's Address for Notices" or "Lender's Address for Notices", as applicable. The parties by notice hereunder may designate other addresses to which notices shall be sent.
12. Governing Law. This Agreement shall be governed by and construed in all respects, in accordance with the law specified in the Terms & Conditions under the caption "Governing Law", without regard to its conflict of law provisions.
13. Counterparts. This Agreement may be executed in any number of counterparts and in separate counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.
14. Incorporation of Exhibits. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated by reference herein.
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[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

FOR THE LENDER:

Wimm Bill Dann Finance Cyprus Ltd.

By: /s/ Elisavet Pissarides

Name: Elisavet Pissarides

Title: Director

FOR THE BORROWER:

PepsiCo Russia (Bermuda) Limited

By: /s/ Mary-Lynn Robinson

Name: Mary-Lynn Robinson

Title: Director

Terms & Conditions

These Terms and Conditions & Conditions constitute an integral part of, and are incorporated by reference into as if fully set forth in, the Term Loan Agreement, made as of February 2, 2011, by and between the Lender (as defined below) and Borrower (as defined below).

Lender:	Wimm Bill Dann Finance Cyprus Ltd.
Lender's Address for Notices:	1 Avlonos Street, Maria House, 1075, Nicosia, Cyprus
Borrower:	PepsiCo Russia (Bermuda) Limited
Borrower's Address for Notices:	Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda
Issue Date:	February 2, 2011
Effective Date:	February 4, 2011
Maturity Date:	February 4, 2014
Currency	Russian Rouble
Term Loan Facility:	A term loan for the Loan Amount (as defined below)
Loan Amount:	The Principal Amount plus accrued and unpaid interest thereon
Principal Amount:	A maximum principal amount of RUB equivalent of USD 1,066,300,000.00
Interest Rate:	9.95%
Interest Rate Calculation:	Interest shall be calculated on the basis of the actual days elapsed and a year of 365 days. Interest payable on each Interest Payment Date shall include the accrued interest on the Loan Amount.
Interest Payment Dates:	Interest shall be paid semi-annually starting August 4, 2011 and on the Maturity Date
Default Interest Rate:	The Interest Rate plus 1%.
Governing Law:	New York

Promissory Note

Term Loan Amount (in RUB): RUB 31,372,571,970
Principal Amount (in RUB): RUB 31,372,571,970
Effective Date: February 4, 2011

PepsiCo Russia (Bermuda) Limited, a company incorporated in Bermuda and having its offices at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the "Borrower"), for value received hereby promises to pay to Wimm Bill Dann Finance Cyprus Ltd., a company incorporated under the laws of Cyprus and having its offices at 1 Avlonos Street, Maria House, 1075, Nicosia, Cyprus (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the Principal Amount set forth above together with Interest accrued thereupon through the date of repayment (as described in the Agreement) attached to the Term Loan Agreement made on the 2nd February, 2011 between the Lender and the Borrower (the "Agreement").

This Promissory Note is referred to in the Agreement which records the terms of the Term Loan Facility made by the Lender to the Borrower and is entitled to the benefit of, and is subject to, all other terms and conditions contained therein.

IN WITNESS WHEREOF, the Borrower caused this Promissory Note to be duly executed and delivered on February 2, 2011

PepsiCo Russia (Bermuda) Limited

By: /s/ Mary-Lynn Robinson
Name: Mary-Lynn Robinson
Title: Director

[Russian translation intentionally omitted]

TERM LOAN AGREEMENT

This Term Loan Agreement (this “Agreement”) is made as of 04 February, 2011 by and between Wimm-Bill-Dann Finance Co. Ltd., a company incorporated under the laws of Russian Federation (“Lender”), and OJSC Lebedyansky, a company incorporated under the laws of Russian Federation (“Borrower”), to record the terms of the Term Loan Facility (as defined in the Terms & Conditions attached hereto as Exhibit A (the “Terms & Conditions”) under the caption “Term Loan Facility”) made by Lender to Borrower.

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto and made a part hereof), Lender hereby makes available to Borrower the Term Loan Facility for the Principal Amount (as set forth in the Terms & Conditions under the caption “Principal Amount”). The advances from Lender to Borrower under the Term Loan Facility shall be evidenced by a promissory note substantially in the form of Exhibit B attached hereto (the “Note”).

1. Draw-down.

The Term Loan Facility shall be drawn down by Borrower in the Principal Amount (as set forth in the Terms & Conditions under the caption “Principal Amount”) in multiple tranches within one month as from the date of signature of this Agreement by both Parties in accordance with the terms of this Agreement, including the Terms & Conditions.

2. Interest.

(a) Amounts borrowed under the Term Loan Facility shall bear interest at the Interest Rate specified in the Terms & Conditions under the caption “Interest Rate” and shall be calculated in accordance with the terms set forth in the Terms & Conditions under the caption “Interest Rate Calculation.”

(b) Interest is payable on the interest payment

dates set out in the Terms & Conditions under the caption "Interest Payment Dates".

3. Repayment and Maturity

(a) Principal amounts and interest outstanding ("Interest") under the Term Loan Facility are subject to repayment, in whole or in part, without penalty, at any time and from time to time at the option of the Borrower. The amount of such repayment, may, at the sole discretion of the Lender, be applied first to accrued interest and then to a reduction of the Principal Amount outstanding.

(b) The Term Loan Facility will mature and the Loan Amount and any other amount due thereunder will become fully due and payable as of the date specified in the Terms & Conditions under the caption "Maturity Date"

4. Covenants

Borrower hereby undertakes that until the Term Loan Facility matures in accordance with the terms of this Agreement:

(a) Borrower will not, without the consent of Lender, create or permit to exist any mortgage, charge, pledge, lien or other encumbrance on all or any part of Borrower's present or future revenues or assets, to secure indebtedness for borrowed money;

(b) Borrower will not, without the consent of Lender, cause any event to occur which will cause a material adverse change in the financial condition, operations or properties of Borrower or make any disposition of all or any material part of the assets of Borrower;

(c) Borrower will inform Lender promptly of any material breach by Borrower in the performance of any material term or condition of any material financial agreement or instrument entered into by or binding upon Borrower, including this Agreement; and

(d) Borrower will give Lender such other information concerning the business and affairs of Borrower as Lender may from time to time reasonably require.

5. Taxes.

All payments to be made by Borrower pursuant to this Agreement and the Note shall be made free and clear of any set-off or counter-claim and without deduction for or on account of any present or future taxes, unless any applicable tax authority requires the deduction or withholding of tax in respect of any such payments.

6. Default Interest.

If Borrower shall fail to pay any sum due under this Agreement or the Note on the due date thereof, Borrower shall, on demand, pay Lender Interest on such unpaid sum for the period from such due date until the date of payment at the Default Interest Rate specified in the Terms & Conditions under the caption "Default Interest Rate".

7. Payment and Evidence of Debt.

If any date for payment would otherwise fall on a day which is not a day on which banks are open for business in Russia, payment shall be made on the next day on which banks are open for business in Russia.

8. Currency of Account and Payment.

The currency of account and payment for all sums payable by Borrower under this Agreement and the Note is specified in the Terms & Conditions under the caption "Currency". All payments to be made by Borrower under this Agreement and the Note shall be made in immediately available cleared funds, in such manner as Lender, through its Russia office, shall notify to Borrower in

writing not later than two business days immediately preceding the date such payment is due.

9. Costs and Expenses.

Borrower shall reimburse Lender on demand for all reasonable costs and expenses (including legal fees) incurred by Lender in the enforcement of this Agreement, the Term Loan Facility and the Note.

10. Benefit of Agreement.

This Agreement and the Note shall bind and inure to the benefit of the parties hereto and their respective successors or assigns provided that neither party may assign or transfer any of its rights and benefits hereunder and under the Note, except with prior written consent of the other, which consent shall not be unreasonably withheld.

11. Notices.

Any notice under this Agreement shall be in writing (letter, facsimile or e-mail) and shall be effective when received by the addressee at its address for notices indicated in the Terms & Conditions under the caption "Borrower's Address for Notices" or "Lender's Address for Notices", as applicable. The parties by notice hereunder may designate other addresses to which notices shall be sent.

12. Governing Law.

This Agreement shall be governed by and construed in all respects, in accordance with the law specified in the Terms & Conditions under the caption "Governing Law", without regard to its conflict of law provisions.

13. Counterparts.

(a) This Agreement may be executed in any number of counterparts and in separate

counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) This Agreement is made in Russian and English versions. English version shall always prevail.

14. Incorporation of Exhibits.

All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

FOR THE LENDER:

By: /s/ Alexander Teyplyakov
Name: Alexander Teyplyakov
Title: CEO

FOR THE BORROWER:

By: /s/ Rene Lek
Name: Rene Lek
Title: CFO

Terms & Conditions

These Terms and Conditions & Conditions constitute an integral part of, and are incorporated by reference into as if fully set forth in, the Term Loan Agreement, made as of February 04, 2011, by and between the Lender (as defined below) and Borrower (as defined below).

Lender:	Wimm-Bill-Dann Finance Co. Ltd.
Lender's Address for Notices:	13 Solyanka, Building 2, Moscow 109028, Russian Federation
Borrower:	OJSC Lebedyansky
Borrower's Address for Notices:	Russia, Lipetsk region, Lebedyan, Matrosova str., 7
Issue Date:	4 February, 2011
Effective Date:	4 February, 2011
Maturity Date:	4 February, 2014
Currency:	Russian Rouble
Term Loan Facility:	A term loan for the Loan Amount (as defined below)
Loan Amount:	The Principal Amount plus accrued and unpaid interest thereon
Principal Amount:	Principal amount to be determined by the Lender but no more than RUB 7,500,000,000 (Seven billion five hundred million Russian Rouble)
Interest Rate:	9.95% p.a.
Interest Rate Calculation:	Interest shall be calculated on the outstanding Principal Amount based on the actual days elapsed and a year of 365 days. Interest payable on each Interest Payment Date.
Interest Payment Dates:	Interest shall be paid at the dates as follow: - August 4, 2011; - February 6, 2012; - August 6, 2012; - February 4, 2013; - August 5, 2013; - and on the Maturity Date. For the purpose of the Agreement the payment date shall be the date of debiting of the respective amount from the bank account of the Borrower.
Default Interest Rate:	The Interest Rate plus 1%
Governing Law:	Russian Law

FOR THE LENDER:

By: /s/ Alexander Teyplyakov
Name: Alexander Teyplyakov
Title: CEO

FOR THE BORROWER:

By: /s/ Rene Lek
Name: Rene Lek
Title: CFO

Promissory Note

Term Loan Amount (in RUB): RUB 7,355,475,000

Principal Amount (in RUB): RUB 7,355,475,000

Effective Date: 4th February, 2011

OJSC Lebedyansky, a company incorporated under the laws of Russian Federation, and having its offices at Matrosova St., 7, Lebedyan, Lipetskaya oblast, 399610 Russia (the "Borrower"), for value received hereby promises to pay to Wimm-Bill-Dann Finance Co. Ltd., a company incorporated under the laws of Russia and having its offices at 13 Solyanka, Building 2, Moscow 109028, Russian Federation (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the Principal Amount set forth above together with Interest accrued thereupon through the date of repayment (as described in the Agreement) attached to the Term Loan Agreement made on the 4 February, 2011 between the Lender and the Borrower (the "Agreement").

This Promissory Note is referred to in the Agreement which records the terms of the Term Loan Facility made by the Lender to the Borrower and is entitled to the benefit of, and is subject to, all other terms and conditions contained therein.

IN WITNESS WHEREOF, the Borrower caused this Promissory Note to be duly executed and delivered on 4th February, 2011

This Promissory Note is made in Russian and English versions. English version shall always prevail.

FOR THE LENDER:

By: /s/ Alexander Teyplyakov

Name: Alexander Teyplyakov

Title: CEO

FOR THE BORROWER:

By: /s/ Rene Lek

Name: Rene Lek

Title: CFO
