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If you sell or have sold or otherwise transferred all of your Ordinary Shares, please immediately forward this Circular, but not any of the accompanying personalised documents to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. If you have sold only part of your holding of Ordinary Shares, please consult the stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

Singer, which is authorised and regulated in the United Kingdom by the Financial Services Authority for the conduct of investment business, is acting for the Company and for no one else in connection with the Proposed Acquisition and, accordingly, will not be responsible to anyone other than the Company for providing the protections afforded to clients of Singer or for affording advice in relation to the Proposed Acquisition, the contents of this document or any transaction, arrangement or other matter referred to in this document. Apart from the responsibilities and liabilities, if any, which may be imposed on Singer by FSMA, no representation or warranty, express or implied, is made by Singer as to any of the contents of this Circular (without limiting the statutory rights of any person to whom this document is issued).

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This document does not constitute an offer or invitation to any person to subscribe for or purchase any securities in Raven Russia Limited.

This Circular should be read as a whole and incorporates information included in the prospectus relating to the Company dated 1 May 2012 (the “Prospectus”).

Your attention is drawn to the “Letter from the Chairman” set out in Part 1 of this Circular which contains a recommendation from the Board that you vote in favour of the Resolution to be proposed at the General Meeting referred to below. For a discussion of certain risks and other factors that should be considered in connection with the Proposed Acquisition, see the “Risk Factors” set out in Part 2 of this Circular.

Raven Russia Limited

*(a company incorporated in Guernsey under the Companies (Guernsey) Law, 2008,
as amended, with registered no. 43371)*

Proposed acquisition of Pushkino Logistics Park from PLP Holding GmbH, a subsidiary of Aareal Bank AG and Notice of General Meeting

Copies of this document are available on the “Investors” section of the Company’s website at www.ravenrussia.com and are also available for collection, free of charge, during normal business hours on any Business Day up until close of the General Meeting from the registered office of the Company. Unless you have sold or transferred all your Ordinary Shares you are recommended to retain this Circular for reference.

Notice of the General Meeting of the Company convened for 10.00 a.m. on 30 May 2012 is set out at the end of this Circular. To be valid, the accompanying Form of Proxy for use at the General Meeting must be completed and returned so as to reach the Registrars by hand (during normal business hours only) or by post at Capita Registrars, PXS, 34 Beckenham Road, Beckenham BR3 4TU by not later than 10.00 a.m. on 28 May 2012.

As an alternative to completing the enclosed Form of Proxy, CREST members can also appoint proxies by using the CREST electronic proxy appointment service and transmitting a CREST Proxy Instruction in accordance with the procedures set out in the CREST Manual so that it is received by the Registrar (under CREST participant RA10) by not later than 10.00 a.m. on 28 May 2012. The time of receipt will be taken to be the time from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

FORWARD LOOKING STATEMENTS

This Circular contains forward looking statements that involve risks and uncertainties. The Enlarged Group's actual results could differ materially from those estimated or anticipated in the forward-looking statements as a result of many factors, including the risks faced by the Enlarged Group which are described in the "Risk Factors" section in Part 2 and elsewhere in this Circular.

This document contains "forward looking statements" concerning the Group and the Enlarged Group. Generally, the words "anticipate", "believe", "estimate", "expect", "forecast", "intend", "may", "plan", "project", "should" and similar expressions identify forward-looking statements. Such statements reflect the Group's current views with respect to future events and are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed in the forward-looking statements. Many of these risks and uncertainties relate to factors that are beyond the Group's ability to control or estimate precisely, such as changes in general economic and business conditions, changes in currency exchange rates and interest rates, introduction of competing products or services, lack of acceptance of new products or services, changes in business strategy and the behaviour of other market participants and therefore undue reliance should not be placed on such statements.

The forward looking statements speak only as at the date of this Circular. Except as required by the FSA, the London Stock Exchange, the Part VI Rules (including the Listing Rules, the Prospectus Rules and/or the DTRs) or applicable law, Raven Russia does not have any obligation to update or revise publicly any forward-looking statement, whether as a result of new information, further events or otherwise. Except as required by the Listing Rules, the Prospectus Rules, the DTRs or any other applicable law, Raven Russia expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Company's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Circular might not occur.

PRESENTATION OF INFORMATION ON THE ENLARGED GROUP

Unless the context otherwise requires, references in this Circular to the "Enlarged Group" are to the Raven Russia Group as constituted immediately following completion of the Proposed Acquisition and, therefore such references include the Raven Russia Group as enlarged by the Proposed Acquisition. Completion of the Proposed Acquisition is subject to a number of conditions which are set out in Part 1 and Part 4 of this Circular.

ROUNDING

Certain figures included in this Circular have been subject to rounding adjustments. Accordingly, any apparent discrepancies in tables between the totals and the sums of the relevant amounts are due to rounding.

This document is dated 1 May 2012.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

2012

Announcement of the Proposed Acquisition	30 April
Posting of the Circular to Shareholders	1 May
Last time and date for receipt of Forms of Proxy and/or CREST Proxy Instructions	10.00 a.m. on 28 May
General Meeting	10.00 a.m. on 30 May
Expected completion date of the Proposed Acquisition	20 June

If any of the above times and/or dates change, the revised times and/or dates will be notified to Shareholders by an announcement through the Regulatory Information Service of the London Stock Exchange. All references in this Circular are to London time unless otherwise stated.

DIRECTORS, SECRETARY AND ADVISERS

Directors	Richard Wilson Jewson, <i>Non-Executive Chairman</i> Anton John Godfrey Bilton, <i>Executive Deputy Chairman</i> Glyn Vincent Hirsch, <i>Chief Executive Officer</i> Mark Sinclair, <i>Chief Financial Officer</i> Colin Andrew Smith, <i>Chief Operating Officer</i> Stephen Charles Coe, <i>Non-Executive Director</i> David Christopher Moore, <i>Non-Executive Director</i> Christopher Wade Sherwell, <i>Non-Executive Director</i>
Company secretary	Benn Garnham
Registered Office, Principal Place of Business of the Company and Business Address of the Directors	1 Le Truchot St. Peter Port Guernsey GY1 6EH Channel Islands
Website address	www.ravenrussia.com
Sponsor, joint financial adviser and broker to the Company	Singer Capital Markets Limited One Hanover Street London W1S 1YZ United Kingdom
Joint financial adviser to the Company	Kinmont Limited 5 Clifford Street London W1S 2LG United Kingdom
UK Solicitors to the Company	Berwin Leighton Paisner LLP Adelaide House London Bridge London EC4R 9HA United Kingdom
Guernsey Advocates to the Company	Carey Olsen Carey House Les Banques St. Peter Port Guernsey GY1 4BZ Channel Islands
Auditors	Ernst & Young LLP 1 More London Place London SE1 2AF United Kingdom

Registrars	Capita Registrars (Guernsey) Limited Mont Crevelt House Bulwer Avenue St Sampson Guernsey GY2 4LH Channel Islands
UK Transfer Agent	Capita Registrars The Registry 34 Beckenham Road Beckenham Kent BR3 4TU United Kingdom
Valuer (Raven Russia)	Jones Lang LaSalle LLC Kosmodamianskaya NAB 52/3 Korp 3 Moscow 115054 Russia
Valuer (Pushkino)	Cushman & Wakefield Ducat Place III Gasheka Street Moscow 125047 Russia

DEFINITIONS

The following definitions apply throughout this Circular and the accompanying Form of Proxy unless the context otherwise requires:

“2006 Act”	the UK Companies Act 2006
“Aareal”	Aareal Bank AG
“Acquisition Agreement”	the conditional share acquisition agreement dated 30 April 2012 between PLP and Padastro relating to the Proposed Acquisition and described in Parts 1 and 4 of this Circular
“Admission”	admission of the New Preference Shares to be issued pursuant to the Placing and the Open Offer to the standard listing segment of the Official List and to trading on the London Stock Exchange’s main market for listed securities becoming effective in accordance with the Listing Rules
“Business Day”	a day (other than a Saturday or Sunday) in which clearing banks in the City of London and in Guernsey are generally open for business
“Capita Registrars”	a trading name of Capita Registrars Limited
“certificated” or “in certificated form”	in certificated form (that is, not in CREST)
“Circular”	this document, including the information incorporated into it by reference
“CJSC “Toros””	Closed Joint Stock Company “Toros”, a special purpose company formed under the laws of the Russian Federation with main state registration number (OGRN) 1045007550785, having a registered office at 10 Pushkinskoye Pole Street, Building 2, Pushkino, Moscow Region, Russia
“Company” or “Raven Russia”	Raven Russia Limited
“Completion”	completion of the Proposed Acquisition in accordance with the terms of the Acquisition Agreement
“CREST”	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
“CREST Manual”	the rules governing the operation of CREST, consisting of the CREST Reference Manual, CREST International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Discipline Rules, CCSS Operations Manual Daily Timetable, CREST Application Procedure and CREST Glossary of Terms (all as defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996 and as amended since)
“CREST member”	a person who has been admitted by Euroclear as a system-member (as defined in the CREST Regulations)
“CREST participant”	a person who is, in relation to CREST, a system-participant (as defined in the CREST Regulations)
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No.3755)

“Cushman & Wakefield”	Cushman & Wakefield of Ducat Place III, Gasheka Street, Moscow 125047 Russia
“Directors” or “the Board”	the directors of the Company whose names are set out on page 11 of this Circular
“Disclosure and Transparency Rules” or “DTR”	the Disclosure and Transparency Rules published by the FSA in accordance with section 73A(2) of FSMA
“Enlarged Group”	the Group as constituted immediately following completion of the Proposed Acquisition
“ERV”	estimated rental value
“Euroclear”	Euroclear UK & Ireland Limited (previously CRESTCo Limited)
“Existing Toros Bank Debt”	certain loans owing by CJSC “Toros” (as borrower) to GEV GmbH (as lender)
“Form of Proxy”	the form of proxy accompanying this Circular issued for use by Shareholders in connection with the General Meeting
“FSA”	the UK Financial Services Authority
“FSMA”	the UK Financial Services and Markets Act 2000, as amended
“General Meeting”	the extraordinary general meeting of the Company convened for 10.00 a.m. on 30 May 2012, notice of which is set out at the end of this Circular
“Group” or “Raven Russia Group”	the Company and its subsidiaries and “member of the Group” shall be construed accordingly
“Invesco”	Invesco Asset Management Limited
“Kinmont”	Kinmont Limited, joint financial adviser to Raven Russia
“Law”	the Companies (Guernsey) Law, 2008, as amended
“Listing Rules”	the Listing Rules published by the FSA in accordance with 73A(2) of FSMA
“London Stock Exchange”	London Stock Exchange plc
“New Facility”	the debt facility to be provided by Frontgoal Limited to CJSC “Toros” in connection with the Proposed Acquisition as described in paragraph 3.2 of Part 4 of this Circular
“New Preference Shares”	the 48,414,250 new Preference Shares to be issued by the Company pursuant to the Placing and Open Offer
“Notice”	the notice of General Meeting, which is set out at the end of this Circular
“Official List”	the official list of the UKLA
“Open Offer”	the invitation by the Company to certain Preference Shareholders to apply for New Preference Shares on the terms and subject to the conditions set out in the Prospectus
“Ordinary Shares”	ordinary shares of 1 pence each in the capital of the Company

“Padastro”	Padastro Holdings Limited, a company formed under the laws of the Republic of Cyprus, under registration number 166743 whose registered office is at Kaliaco Court No 57, Kolonakiou Str, Office 101, 1st Floor Linopetra, Limassol PC4103, Cyprus
“Placees”	those investors participating in the Placing
“Placing”	the placing of 48,414,250 New Preference Shares with Placees subject to clawback under the Open Offer
“Placing and Offer Agreement”	the Placing and Open Offer Agreement between the Company and Singer dated 30 April 2012
“PLP”	PLP Holding GmbH, a company formed under the laws of the Federal Republic of Germany under registration number NRB 24955 whose registered office is at 15 Paulinenstrape, D-65189 Wiesbaden, Germany, and is a subsidiary of Aareal
“Preference Shareholders”	holders of Preference Shares
“Preference Shares”	the cumulative preference shares of 1 pence each in the capital of the Company
“Proposed Acquisition”	the proposed acquisition by Padastro of the entire share capital of CJSC “Toros” from PLP in accordance with the terms and subject to the conditions of the Acquisition Agreement
“Prospectus”	the prospectus published by the Company on 1 May 2012 in respect of the Placing and Open Offer
“Prospectus Rules”	the prospectus rules made by the FSA for the purposes of Part VI of FSMA
“Pushkino”	the warehouse facility known as “Pushkino Logistics Park” and the leasehold rights to the land plot located under and around the facility, being the property to be acquired pursuant to the terms of the Acquisition Agreement, as more particularly described in Part I of this Circular and in the Valuation Report
“Registrars”	Capita Registrars (Guernsey) Limited, Mont Crevelt House, Bulwer Avenue, St Sampson, Guernsey GY2 4JN
“Resolution”	the ordinary resolution to be proposed at the General Meeting approving, <i>inter alia</i> , the Proposed Acquisition
“Roubles” or “RUB”	Roubles, the lawful currency of the Russian Federation
“Shareholders”	holders of Ordinary Shares
“Singer”	Singer Capital Markets Limited, sponsor, joint financial adviser and broker to Raven Russia
“Sterling” or “pence”, “£” or “p”	the current lawful currency of the United Kingdom
“subsidiary”	as defined in section 1159 of the 2006 Act
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“UKLA or UK Listing Authority”	the FSA acting in its capacity as the competent authority for the purposes of FSMA

**“uncertificated” or “in
uncertificated form”**

for the time being recorded on the register of Shareholders as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST

“US dollar” or “US\$”

US dollars, the lawful currency of the United States of America

“Valuation Report”

the valuation report prepared by Cushman & Wakefield dated 1 May 2012 set out in Part 3 of this Circular

PART 1

LETTER FROM THE CHAIRMAN

Raven Russia Limited

(a company incorporated in Guernsey under the Companies (Guernsey) Law, 2008,
as amended with registered no. 43371)

Directors:

Richard Wilson Jewson, *Non-Executive Chairman*
Anton John Godfrey Bilton, *Executive Deputy Chairman*
Glyn Vincent Hirsch, *Chief Executive Officer*
Mark Sinclair, *Chief Financial Officer*
Colin Andrew Smith, *Chief Operating Officer*
Stephen Charles Coe, *Non-Executive Director*
David Christopher Moore, *Non-Executive Director*
Christopher Wade Sherwell, *Non-Executive Director*

Registered and Head Office:

1 Le Truchot
St. Peter Port
Guernsey
GY1 6EH
Channel Islands

1 May 2012

Dear Shareholder,

**Proposed acquisition of Pushkino Logistics Park from PLP Holding GmbH,
a subsidiary of Aareal Bank AG and Notice of General Meeting**

Introduction

Raven Russia announced on 30 April 2012 that it had, through its wholly owned subsidiary, Padaastro, entered into a conditional agreement with PLP, a subsidiary of Aareal, to acquire CJSC “Toros”, the owner of Pushkino, a Class A logistics complex of approximately 213,000 sq m located to the north east of Moscow, for a cash consideration of approximately US\$215 million.

On the same day, Raven Russia also announced that it is raising gross proceeds of approximately US\$104 million by way of a Placing and Open Offer of 48,414,250 New Preference Shares.

The Proposed Acquisition will be partially funded by a US\$129 million debt facility secured against Pushkino. The remaining consideration of approximately US\$86 million will be funded out of the net proceeds of the Placing and Open Offer. The balance of such proceeds will increase the cash resources available to the Company for future acquisitions. Further details of the Placing and Open Offer are set out below.

In view of its size, completion of the Proposed Acquisition, which constitutes a Class 1 transaction under the Listing Rules, is conditional on, *inter alia*, Shareholder approval at a General Meeting. The General Meeting will be held at the offices of the Company, 1 Le Truchot, St. Peter Port, Guernsey GY1 6EH at 10.00 a.m. on 30 May 2012. The Notice of General Meeting is set out at the end of this Circular. The Proposed Acquisition is also conditional upon Admission (completion of the Placing and Open Offer).

The purpose of this Circular is to provide Shareholders with details of the Proposed Acquisition and to explain why the Board considers it to be in the best interests of Shareholders as a whole and to recommend that Shareholders vote in favour of the resolution approving the Proposed Acquisition.

Description of Pushkino

Pushkino is a modern Class A logistics complex which was completed in 2007. It consists of three warehouses and two infrastructure buildings on a single site, with lettable space of approximately 213,000 sq m. It is located to the north east of Moscow city centre, approximately 15 km from the MKAD (the Moscow Ring Road) and has good transportation connections to the main roads from Moscow.

Pushkino has been valued at US\$228,910,000 as described in the Valuation Report prepared by Cushman & Wakefield which is set out in Part 3 of this Circular. The key characteristics of Pushkino are as follows:

- Approximately 213,000 sq m of total lettable space on a land plot with a total area of 35 hectares;
- Stabilised net annual rent receivable of US\$24,750,000;
- A stabilised yield of 11.5 per cent.;
- The Valuation Report reflects an ERV of US\$29.9 million giving a reversionary yield of 13.9 per cent.; and
- The property is 99 per cent. let to high quality international companies, including Auchan, DHL, Leroy Merlin and NLC.

Pushkino is owned directly by CJSC “Toros”, a Russian special purpose vehicle specifically and solely established to hold the lease interest in Pushkino and develop the warehouse asset on the land plot. As a result, the Proposed Acquisition will be structured as an acquisition by the Company’s wholly owned subsidiary, Padastro, of the entire issued share capital of CJSC “Toros” from PLP.

Background to and benefits of the Proposed Acquisition

In September 2010, PLP took full ownership of Pushkino via the transfer of the shares in CJSC “Toros” following its repossession from the previous owner, to which Aareal was the sole lender. This repossession followed a debt restructuring during late 2009 and early 2010, where Aareal bought out the interests of its co-lenders to become the sole lender. Raven Russia had looked at acquiring Pushkino prior to this reorganisation and consequently the Directors are familiar with its operating history.

The Directors believe that Pushkino is complementary to Raven Russia’s existing portfolio. It is a high quality completed asset with a stabilised yield of 11.5 per cent. which, when funded conservatively with debt, gives a high income return on equity.

Terms of the Proposed Acquisition

Padastro has entered into a conditional agreement with PLP to acquire the entire issued share capital of CJSC “Toros”.

The Acquisition Agreement, and therefore the Proposed Acquisition, is subject to the satisfaction of certain conditions including:

- the Resolution being passed by 5 June 2012;
- the New Facility being available for draw-down in full on Completion; and
- Admission (completion of the Placing and Open Offer).

Completion of the funds flow relating to the repayment of the existing facility secured on Pushkino and implementation of the New Facility is expected to occur shortly following Admission.

Further details of the Proposed Acquisition, including details of the terms of the Acquisition Agreement, are set out in Part 4 of this Circular.

Raven Russia will finance the costs of the Proposed Acquisition by using US\$86 million of the net proceeds of the Placing and Open Offer. Approximately US\$49 million will be paid to PLP as consideration for the shares in CJSC “Toros” and approximately US\$37 million will be part of a combined new debt facility of US\$166 million to be used to repay the Existing Toros Bank Debt, resulting in an acquisition cost of approximately US\$215 million.

The Company is raising net proceeds of approximately £63 million through the Placing and Open Offer which will increase its available cash reserves for the purposes of this and future acquisitions.

Financial effects of the Proposed Acquisition

As set out in the Valuation Report in Part 3 of this Circular, the stabilised net annual rent attributable to Pushkino is US\$24,750,000. Based on the estimated difference between anticipated finance costs and the relatively high yield of Pushkino, the Directors anticipate that the Proposed Acquisition will be earnings enhancing for Raven Russia.

Upon Completion, the value of the Raven Russia Group's investment properties will increase by approximately US\$215 million, cash balances will increase by approximately US\$14 million and the Group's long-term liabilities will increase by approximately US\$129 million. The carrying value of the Preference Shares will increase by US\$100 million.

Russian property market overview and trading update

The markets in which the Enlarged Group operates continue to be undersupplied putting upward pressure on rental levels. In Moscow the vacancy rate for warehousing is 1.3 per cent. and the volume of new product coming onto the market last year was the lowest since 2005. The lack of available project finance in the market is likely to prolong this situation as it will limit the volume of new construction activity.

The impact of increasing market rent levels, now US\$135 per sq m in Moscow, have been reflected in the property valuations completed on the Raven Russia Group's portfolio at 31 December 2011. The financial statements at that date show an increase in the gross value of the investment portfolio from US\$943 million at 31 December 2010 to US\$1,154 million at 31 December 2011, including capital expenditure of US\$62 million and a valuation uplift of US\$142 million. Investment property under construction (including additional phases of existing properties and land bank) is carried at US\$101 million (31 December 2010: US\$107 million).

Prime yields in Moscow are now around 11 to 11.5 per cent. with future capital growth being driven by pressure on rents. In regional cities in which the Enlarged Group operates, yields are between 12.5 and 13.5 per cent. The Directors expect that any movement in yields in the short term would be tempered by the availability and cost of debt in the market.

As at the date of this Circular, the investment property portfolio is now 89 per cent. let with a further 3 per cent. under pre-let agreement ("PLA") or letter of intent ("LOI"). Annualised net operating income is now US\$126 million, rising to US\$130 million on conversion of PLAs and LOIs. Fully let, the portfolio has an estimated rental value of US\$139 million per annum.

Risk factors

Shareholders should consider fully and carefully the risk factors associated with the Proposed Acquisition and the operations of the Enlarged Group and the sector in which the Enlarged Group operates. Your attention is drawn to the "**Risk Factors**" set out in Part 2 of this Circular.

Placing and Open Offer

Raven Russia is proposing to raise gross proceeds of approximately US\$104 million by way of a Placing and Open Offer of 48,414,250 New Preference Shares at a price of 134p per Preference Share. Under the terms of the Open Offer, existing Preference Shareholders are entitled to subscribe for the New Preference Shares on the basis of 1 New Preference Share for each existing 3 Preference Shares.

Singer has received a commitment from Invesco to subscribe for 25,000,000 Preference Shares pursuant to the Placing, which they will offset by taking up in full their Open Offer Entitlement. Singer has agreed to place conditionally the balance of the New Preference Shares (after taking into account such commitment) with institutional investors (subject to clawback in respect of the Open Offer).

The Placing and Open Offer is conditional upon, amongst other things, the following:

- (i) the passing of the Resolution to be proposed at the General Meeting to approve the Proposed Acquisition;

- (ii) the conditions to completion of the Acquisition Agreement (save for Admission) having been satisfied or waived;
- (iii) the Placing and Open Offer Agreement becoming unconditional (except as to Admission occurring) and not having been terminated in accordance with its terms; and
- (iv) Admission becoming effective on or before 8.00 a.m. on the scheduled date for completion of the Acquisition Agreement (currently estimated to be 20 June 2012) (or such later time and/or date as the Company and Singer may agree, being no later than 8.00 a.m. on 16 July 2012).

Full details of the Placing and Open Offer are contained in the Prospectus published today and available on the Company's website – www.ravenrussia.com.

General Meeting

In view of the size of the Proposed Acquisition, Shareholders' approval is required in order for Raven Russia to proceed with the Proposed Acquisition. Notice of General Meeting of the Company to be held at the offices of the Company, 1 Le Truchot, St. Peter Port, Guernsey GY1 6EH at 10.00 a.m. on 30 May 2012 is set out at the end of this Circular, at which the Resolution will be proposed, a summary of which is set out below.

Resolution

To approve the Proposed Acquisition and to authorise the Directors to take all necessary, desirable or expedient steps to complete, or procure the completion, of the Proposed Acquisition and give effect thereto, with such non-material variations, amendments, waivers or extensions as the Directors may consider necessary, desirable or expedient in connection with the Proposed Acquisition.

The full text of the Resolution is set out in the Notice of General Meeting set out at the end of this Circular. In the event that the Resolution is not passed, the Proposed Acquisition will not proceed.

Further Information

Your attention is drawn to the further information contained in Parts 2 to 4 of this Circular before deciding what action to take in respect of the General Meeting.

You are advised to read the whole of this document and not to rely solely on the information contained within this letter.

Action to be taken

Shareholders will find enclosed with this Circular a Form of Proxy for use at the General Meeting. Whether or not Shareholders intend to be present at the meeting, Shareholders are requested to complete and return the Form of Proxy in accordance with the instructions printed thereon so that it arrives at Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible and in any event so as to be received by hand (during normal business hours only) or by post not later than 10.00 a.m. on 28 May 2012. Completion and return of the Form of Proxy will not prevent Shareholders from attending and voting at the meeting should they so wish.

As an alternative to completing the enclosed Form of Proxy, CREST members can also appoint proxies by using the CREST electronic proxy appointment service and transmitting a CREST Proxy Instruction in accordance with the procedures set out in the CREST Manual so that it is received by the Registrar (under CREST participant RA10) by not later than 10.00 a.m. on 28 May 2012. The time of receipt will be taken to be the time from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

Recommendation

Your Board considers that the Proposed Acquisition is in the best interests of Shareholders as a whole and unanimously recommends that Shareholders vote in favour of the Resolution at the General Meeting, as the Directors intend to do in respect of their own beneficial holdings of Ordinary Shares.

Yours faithfully,

Richard Jewson
(Chairman)

PART 2

RISK FACTORS

Shareholders should carefully consider the risks set forth below and all of the information set forth in this Circular. The risks described below could have a material adverse effect on the Group and/or the Enlarged Group's business, financial condition, results of operations, future prospects and the price of the Ordinary Shares and the Preference Shares and it is possible that investors could lose all or part of their investment. In addition, the risks below are not the only risks to which the Company may be subject. The Company may be unaware of certain risks or believe certain risks to be immaterial which later prove to be material. References to the Enlarged Group below also refer to the Group.

1. GENERAL RISK FACTORS

1.1 *Long-term maintenance of capital*

All property companies need to refinance their debt facilities over their life cycle due to their capital structures including, in the case of the Company, the New Facility (amongst others). If the Group does not maintain sufficient capital in the longer term, the Company's business, results of operations and financial condition may suffer, its ability to access funding may be further limited and its cost of funding may increase.

1.2 *Environmental concerns*

Following completion of the Proposed Acquisition, the Enlarged Group will own a land plot on which the Pushkino complex is built and which may have been used for alternative purposes previously. Whilst appropriate due diligence processes have been completed in connection with the Proposed Acquisition and no environmental concerns have arisen, if such a concern was subsequently discovered, the Enlarged Group may be liable for the costs of removal, investigation or remediation of any hazardous or toxic substances located on or in a property owned or occupied by it. The costs of any required removal, investigation or remediation of such substances may be substantial regardless of whether the Enlarged Group originally caused the contamination.

The presence of such substances, or the failure to remedy the situation properly, may also adversely affect the value of the property or the Enlarged Group's ability to sell, let or regenerate the property. Laws and regulations, which may be amended over time, may also impose liability for the presence of certain materials or substances or the release of certain materials or substances into the air, land or water or the migration of certain materials or substances from an investment, including asbestos, and such presence, release or migration can form the basis for liability to third parties for personal injury or other damages.

2. RISK FACTORS RELATING TO PROPERTY

2.1 *Risk on property valuation*

If the property market weakens following completion of the Proposed Acquisition, the Enlarged Group may have to write down the book value of Pushkino, with a corresponding loss recognised in the income statement.

Property and property related assets are inherently difficult to value due to the individual nature of each property and the particular terms of the agreements to which interests in those ventures are held. As a result, valuations can be uncertain and there can be no assurance that the estimates resulting from the valuation process will reflect the actual sale price of Pushkino that could be realised in the future.

Both rental income and the market value of properties are generally affected by overall conditions in the Russian economy, inflation and changes in interest rates, which may in turn impact upon the demand for properties.

2.2 *Liquidity of property investments*

Investments in property are relatively illiquid and more difficult to realise than equities or bonds, especially in an immature property investment market such as Russia. This can have an impact on the underlying value of Pushkino.

2.3 *Fall in rental income and default*

The net revenue generated following completion of the Proposed Acquisition from Pushkino will depend on the financial stability of Pushkino's tenants and its commercial relationships with them in respect of that asset. In the event of a number of tenants defaulting, the Enlarged Group may experience delays in enforcing its rights as landlord and may incur costs, including litigation and related expenses, in protecting its investment and re-letting the relevant units. In the event of a tenant becoming insolvent, and thus seeking the protection of bankruptcy or insolvency laws, the Enlarged Group may experience delays in receipt of rental and/or other contractual payments or it may be unable to collect such payments at all.

If a lease is terminated, the Enlarged Group may be unable to lease the property for the rent previously received or sell the property without incurring a loss. In the event of a default by a tenant leading to a vacancy or during any other period of vacancy, the Enlarged Group will suffer a rental shortfall and incur additional expenses until the property is re-let. These expenses could include legal and surveyor's costs in re-letting, maintenance costs, insurance, rates and marketing costs.

2.4 *Increase in irrecoverable operating costs*

Following completion of the Proposed Acquisition, the Enlarged Group's operating costs could increase without a corresponding increase in turnover or tenant reimbursements of operating and other costs. Factors which could increase operating include:

- increases in the rate of inflation;
- increases in property taxes and other statutory charges;
- increases in energy costs;
- movements in foreign exchange rates;
- increases in insurance premiums; and
- increases in the costs of maintaining properties.

Such increases could have a material adverse effect on the Enlarged Group's business, financial condition or results of operations.

2.5 *Geographic concentration of properties*

All of the Enlarged Group's completed investment properties are located in Russia, with the majority of the properties being located in the Moscow and St. Petersburg regions. In addition, completion of the Proposed Acquisition will further increase concentration in Moscow. Consequently, any downturn in the Moscow or St. Petersburg economies, or Russia's economy as a whole, could materially adversely affect the Enlarged Group's business, financial condition or results of operations, particularly as the Enlarged Group has only a limited ability to help offset such a downturn through alternative activities.

2.6 *Uninsured losses*

The Enlarged Group seeks to ensure that all its properties are adequately insured to cover losses and following completion of the proposed Acquisition, such a policy will extend to ensuring that Pushkino is adequately insured. However, changes in the costs or availability of insurance could expose the Enlarged Group to uninsured losses. In addition, certain types of risk may be, or may become in the future, uninsurable or not insurable on sensible economic terms or may not be currently, or in the future, covered by the Enlarged Group's insurance. In the event that any of the properties at Pushkino incurs a loss that is not fully covered by insurance, the value of the Enlarged Group's assets will be reduced by the amount of any such uninsured loss. In addition, the Enlarged Group may have no

source of funding to repair or reconstruct the damaged property, and there can be no assurance that any such sources of funding will be available to it for such purposes in the future.

2.7 *Land lease expiry or termination*

CJSC “Toros” has a leasehold interest in the land plots located under and around the Pushkino facility and owns the buildings on it. The land lease is capable of being terminated early in the event of breach of certain of the land lease provisions or pursuant to Russian legislation. The land lease expires in March 2053 but CJSC “Toros” has a pre-emptive renewal right. In the event of termination of the land lease (whether during the term, generally for breach, or at the expiry of the term) there is a risk that the landowner will acquire the right to buy the buildings on that land, from CJSC “Toros”, for an unspecified price to be determined by the court. This is one of a number of possible outcomes contemplated by the Russian Civil Code. Due to a lack of court practice on how these provisions will actually operate, the Enlarged Group’s position, and the ongoing status of its investment in Pushkino, will be unclear upon termination of the land lease.

PART 3

PROPERTY VALUATION REPORT ON PUSHKINO



Cushman & Wakefield

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Moscow, Russia
125047

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Fax: +7 495 797 9601

www.cushmanwakefield.com

Raven Russia Limited,
1 Le Truchot,
St Peter Port,
Guernsey, GY1 6EH

1 May 2012

Dear Sirs,

Raven Russia Limited (“the Company”)
Warehouse Complex Pushkino Logistics Park (“the Property”)

We have pleasure in reporting to you as follows:

1. SCOPE OF INSTRUCTIONS

In accordance with your instructions, as confirmed by our Agreement and attached Principal Terms and Conditions of Appointment as Valuers we, Cushman & Wakefield (herein together referred as “C&W”), have considered the Property as set out in the Appendix and made all necessary enquiries to provide you with our opinion of Market Value of the freehold interest in the buildings and the long leasehold interest in the land plot beneath the buildings.

The effective date of valuation is 31st of March 2012.

We understand that this valuation report (the “Valuation Report”) is required for accounting purposes and, in addition, we understand the valuation will be used for the purposes of inclusion in the circular (the “Circular”) to be published by the Company in respect of the proposed acquisition of the Property, but for no other purpose.

The valuation has been prepared in accordance with the Practice Statements contained in the RICS Appraisal and Valuation Standards (“the Red Book”) published by The Royal Institution of Chartered Surveyors and amended in May 2011 (7th edition) and prepared by an appropriate valuer who conforms to the requirements as set out in the Red Book, acting in the capacity of an External Independent Valuer.



2. BASIS OF VALUATION

The property has been held for investment, and in accordance with the requirements of the Red Book, has been valued on the basis of Market Value.

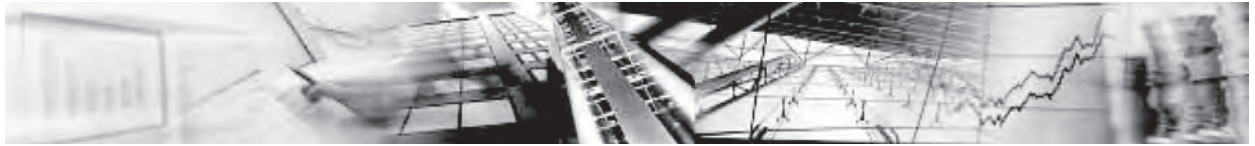
VS 3.2 of the Red Book defines Market Value as: *“The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion.”*

3. TENURE AND TENANCIES

We have had access to the public title deeds or lease documentation in respect of the Property but these do not always reveal all aspects relating to title. The valuation has been based entirely on the information which the Company has supplied to us as to tenure, tenancies and statutory notices. We understand that the property, which is the subject of an acquisition by the Company, will shortly be held by the Company or its subsidiaries.

We have valued a 100% share of the tenure stated in the Property, unless otherwise specifically stated, as the Property is not held by the Company as at the valuation date, but is the subject of an ongoing acquisition by the Company and will soon be in its ownership. Unless disclosed to us to the contrary, and recorded in the Property description, the valuation is on the basis that:

- a) the Property possesses a good and marketable title, free from any unusually onerous restrictions, covenants or other encumbrances;
- b) where the interest held in the property is leasehold, there are no unreasonable or unusual clauses which would affect value and no unusual restrictions or conditions governing the assignment or disposal of the interest;
- c) leases to which the Property may be subject are on standard market terms, and contain no unusual or onerous provisions or covenants which would affect value;
- d) all notices have been served validly and within appropriate time limits;
- e) the Property excludes any mineral rights; and
- f) vacant possession can be given of all accommodation which is unlet, or occupied either by the Company or by its employees on service occupancies.



AGGREGATE FREEHOLD AND LEASEHOLD MARKET VALUES

Freehold

None

Leasehold

Properties held as investments

Project	Tenure of Building	Tenure of Land Plot	Total Area, sqm	Market Value of 100% Ownership	Value Interest	Market Value
Pushkino Logistics Park	Freehold	Leasehold	212,234,000	\$228,910,000	100%	\$228,910,000

Total Market Value of the Properties held

Leasehold

\$228,910,000

Share in aggregate Market Value of Properties held

100%

Grand Total

\$228,910,000

4. NET ANNUAL RENT

We were provided by the Company with net annual rent as at the date of valuation for each existing lease at the property.

Net annual rent is defined as:

“the current income or income estimated by the valuer:

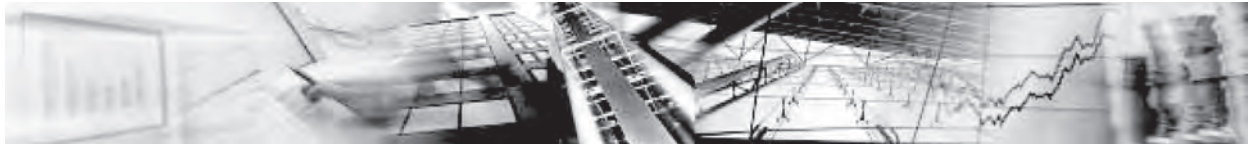
(i) ignoring special receipts or deductions arising from the property;

(ii) excluding Value Added Tax and before taxation (including tax on profits and any allowances for interest on capital or loans); and

(iii) after making deductions for superior rents (but not for amortization), and any disbursements including, if appropriate, expenses of managing the property and allowances to maintain it in a condition to command its rent”.

5. TOWN PLANNING

We have not made formal searches, but have generally relied on verbal enquiries and any informal information received from the Local Planning Authority, or from the Company. The valuation is on the basis that the Property has been erected either prior to planning control or in accordance with a



valid planning permission and is being occupied and used without any breach of planning or building regulations. The valuation is on the basis that the Property is not affected by proposals for road widening, Compulsory Purchase, planning inquiry, or archaeological investigation.

6. STRUCTURE

We have neither carried out a structural survey of the Property, nor tested any services or other plant or machinery. We are therefore unable to give any opinion on the condition of the structure or services at the Property. The valuation takes into account any information supplied to us and any defects noted during our inspection, but otherwise is on the basis that there are no latent defects, wants of repair or other matters which would materially affect the valuation.

We have not inspected those parts of the Property which are covered, unexposed or inaccessible and the valuation is on the basis that they are in good repair and condition.

We have not investigated the presence or absence of high alumina cement, calcium chloride, asbestos and other deleterious materials. In the absence of information to the contrary, each valuation is on the basis that no hazardous or suspect materials or techniques have been used in the construction of the Property.

7. SITE AND CONTAMINATION

We have not investigated ground conditions/stability and the valuation is on the basis that any buildings have been constructed having appropriate regard to existing ground conditions. Where the Company supplied us with a building cost estimate, we have relied on it being based on full information regarding existing ground conditions. We have considered the Company's construction estimates in the light of typical market norms.

We have not carried out any investigations or tests, nor been supplied with any information from you or from any relevant expert that determines the presence or otherwise of contamination (including any ground water). Accordingly, our valuation has been prepared on the basis that there are no such matters that would materially affect our valuation.

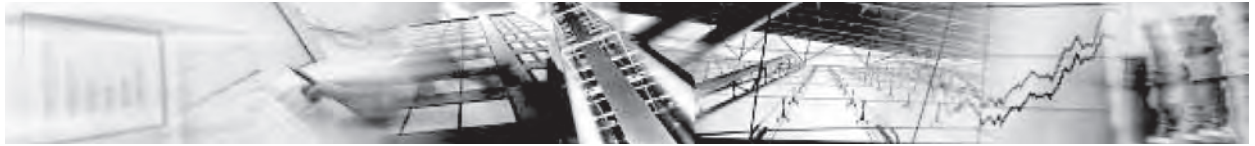
8. PLANT AND MACHINERY

Where the interest held in the Property is freehold, usual landlord's fixtures such as lifts, escalators and central heating have been treated as an integral part of the building and are included within the asset valued. Where the interest held in the property is long leasehold, these items have been treated as belonging to the landlord upon reversion of the lease.

Process-related plant/machinery and tenants' fixtures/trade fittings have been excluded from the valuation.

9. INSPECTIONS, AREAS AND DIMENSIONS

The premises of the Property were inspected internally and externally from ground level on February 13, 2012, by Joshua Askew MRICS and Oleg Takoiev.



The property was not measured and we have assumed that the measurements that the Company provided to us are accurate and have been calculated by appropriate services in accordance with all the necessary requirements and the local standards of measurements. We have also relied upon detailed information that the Company provided to us as regards to the internal measurements and the area breakdown and assume these are also accurate. Any variation in the information provided to us would affect the opinion as to value herein reported.

We have relied entirely on the site and floor areas and dimensions provided to us by the Company. We have assumed that these are correct and calculated on the appropriate basis, as normally adopted by the local property market.

We have been advised by the Company that there have been no material changes since our inspections.

10. GENERAL PRINCIPLES

The valuation is based on the information which has been supplied to us by the Company or which we have obtained in response to our enquiries. We have relied on this information as being correct and complete and on there being no undisclosed matters which would affect the valuation.

In respect of tenants' covenants, whilst we have taken into account information of which we are aware, we have not received a formal report on the financial status of the tenants. We have not been supplied with any information to indicate that there are material arrears or that the tenants are unable to meet their commitments under the leases. The valuation is on the basis that this is correct. You may wish to obtain further information to verify this.

We have made subjective judgements during our valuation approach in arriving at our opinion and whilst we consider these to be both logical and appropriate they are not necessarily the same as would be made by a purchaser. The purpose of the valuation does not alter the approach to the valuation.

Property value can change substantially, even over short periods of time, and so our opinion of value could differ significantly if the date of valuation was to change. If you wish to rely on our valuation as being valid on any other date you should consult us first. Should you contemplate a sale, we strongly recommend that the Property is given proper exposure to the market.

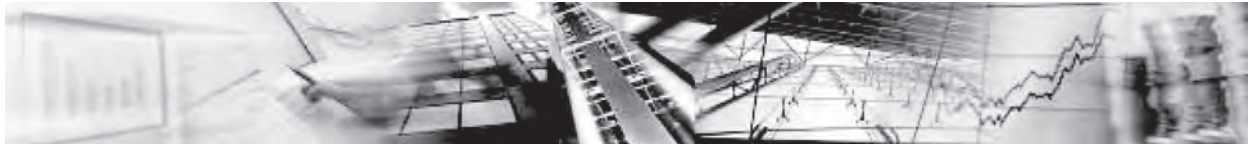
The valuation assumes that there is an active letting and funding market. This Valuation Report should be read in conjunction with the contracts referred to above and Appendix 2 to this Report "Principle Terms and Conditions of Appointment of Cushman & Wakefield as Valuers".

11. SPECIAL ASSUMPTIONS, RESERVATIONS AND DEPARTURES

We can confirm that our Valuation is not made on the basis of any Special Assumptions or any departures from the Practice Statements contained in the Red Book. Subject to the general limitations of our inspections and sources of information set out above, our Valuation is not subject to any specific reservations in relation to restricted information or property inspection.

12. DISCLOSURE

The members of The Royal Institution of Chartered Surveyors who are named below in Section 15 have not previously been the signatories to any Valuations provided to the Company for the same



purposes as this Valuation Report. Cushman & Wakefield has not previously carried out this Valuation for the same purpose as this Report on behalf of the Company.

Cushman & Wakefield, from time to time, provides other professional or agency services to the Company and has done so for a period of over a year. In relation to the preceding financial year of Cushman & Wakefield, the proportion of the total fees payable by the Company to the total fee income of the firm is less than 5 per cent.

This Valuation Report has been prepared for inclusion in the Circular. We hereby consent to inclusion of this Valuation Report in the Circular.

13. MATERIAL CHANGE

We hereby confirm that as at the date of this Valuation Report:

We have not become aware of any material change since March 31st, 2012, in any matter relating to the Property covered by our Valuation Report which, in our opinion, would have a material effect on the Market Value as at the issue date of the report, and

We do not consider that any changes or alterations have taken place in relation to market conditions or movements in local or national property markets in which the Property is located which would constitute a material change since March 31st, 2012 and the date of issue of this report.

14. VALUATION

Subject to the foregoing, and based on values current as at 31st of March 2012, we are of opinion that the Market Value of the freehold interest in the warehouse complex of buildings named Pushkino Logistics Park, consisting of three blocks with a total area of 212,234 sq m and the leasehold interest in the land plot of 350,000 sq m is the sum of: (excluding VAT):

228,910,000 US Dollars

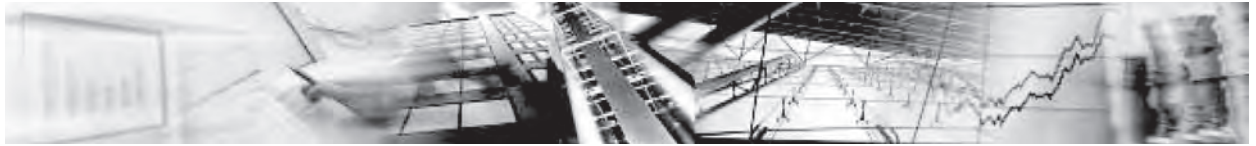
**(Two Hundred and Twenty Eight Million, Nine Hundred and Ten Thousand)
US Dollars**

15. CONFIDENTIALITY, DISCLOSURE AND PUBLICATION

No reliance may be placed upon the contents of the Valuation Report by any party for any purpose other than in connection with the Circular.

You must not modify, alter (including altering the context in which the report is displayed) or reproduce the contents of this Valuation Report (or any part) without first obtaining our written approval. Any person who contravenes this provision shall be responsible for all of the consequences of the same, including indemnifying Cushman and Wakefield LLC against all consequences of the contravention. Cushman & Wakefield LLC accepts no liability for any use of the Report that is in contravention of this section.

The Valuation Report is provided to the Addressees as set out on the first page of the Valuation Report for the specific purpose to which they refer. The Valuation Report forms part of the Circular



and may be referred to in supplementary offer documents. The Addressees of the Valuation Report may rely on it. No reliance may be placed upon the contents on the Valuation Report by any party for any purpose other than in connection with the Circular and financial reporting.

Neither the whole nor any part of the Valuation Report nor any reference thereto may be included in any other published document, circular or statement, nor published in any way without our written approval of the form and context in which it is to appear.

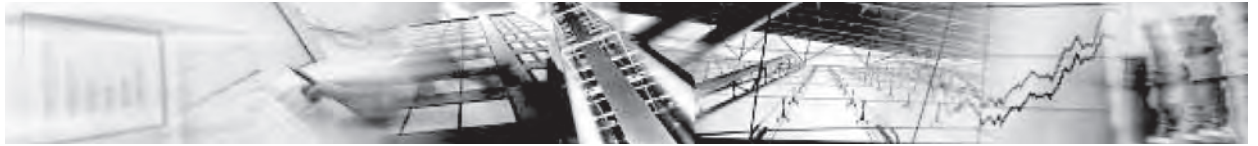
For the avoidance of doubt, such approval is required whether or not Cushman and Wakefield LLC are referred to by name and whether or not the contents of the Valuation Report are combined with other reports.

Nothing in this paragraph shall prevent the Addressees of this Valuation Report from quoting from, referring to or disclosing this Valuation Report (without any reliance) in communications with its professional advisers duly bound by obligations of confidentiality or as may be required by law, regulation, or upon designation by the relevant listing authority or any other competent authority or judicial authority. Disclosure of this Valuation Report by the Addressees of this Valuation Report is not prohibited if required (i) in connection with any actual or threatened legal, judicial or regulatory proceedings (for the avoidance of doubt, this shall include disclosure by any Addressee in connection with any form of due diligence defence) or for the purpose of resolving any actual or threatened dispute or (ii) in communications to insurers in connection with an actual or threatened dispute or claim, or (iii) in connection with the Addressees' due diligence enquiries of the contents of the Circular.

Yours faithfully
For and on behalf of Cushman & Wakefield

TJ MILLARD MA(Cantab) MRICS
Managing Partner, Russia & CIS
Cushman & Wakefield

Joshua Askew MA MRICS
Director
Valuation & Advisory



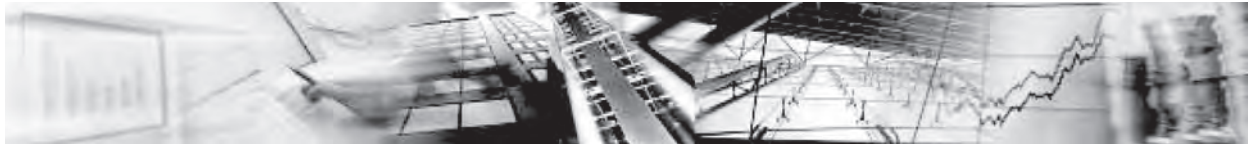
APPENDIX ONE: SCHEDULE OF ASSETS AND VALUATIONS









SCHEDULE OF VALUES

Project	Tenure of Buildings	Tenure of Land Plot	Total Area, sqm	Leasable Area, sqm	Vacancy Rate	Market Value	Gross Operating Income	Net Operating Income*	Current Weighted Average Rental Rate for Warehouse Premises, \$/sqm/ann	Estimated Rental Value for Warehouse Premises, \$/sqm/ann	Projected OPEX Leakage for 2012, \$/sqm/ann	Equivalent yield
Pushkino Logistics Park	Freehold	Leasehold	212,234.00	213,620.17	1.13%	\$227,710,000	\$24,852,000	\$22,496,000	\$109.6	\$130.0	\$11.2	11.5%

* This is the Current NOI as at the date of valuation, we confirm that stabilised NOI in August 2012 is \$24,750,000.



PROPERTY DESCRIPTION

 RAVEN RUSSIA LIMITED	10, Pushkinskoe Pole Street Pushkino, Moscow Region, Russia		 CUSHMAN & WAKEFIELD®
			
Location			
<p>Pushkino Logistics Park is located in Pushkino, Moscow Region (15 km from the MKAD – Moscow Ring Road). The Property benefits from an excellent location with good access to Yaroslavskoye Highway (200 m), which is part of the Moscow-Severodvinsk trunk road connecting Moscow with the north-east of Russia and the White Sea. The Property is also located close to the A-107 (“Betonka”) circular road, which allows good transport accessibility to other Moscow Region districts.</p>	Date Inspected	13/02/2012	
	Land category and use	industrial, warehouse complex	
	Distance to Moscow	15 km	
	Transport access	Yaroslavskoye Highway	
	Plot area	350,000	
	Tenure of land plot	Leasehold	
	Lease expiry	08/03/2058	
Tenure of buildings	Freehold		
Description			
<p>The property comprises a warehouse constructed in 2006-2007 along the Yaroslavskoye Highway on a site of 35 ha. The premises consist of ground floor warehousing with mezzanine areas and ancillary staff and office accommodation built over ground and second floor according to tenant requirements.</p>	Building Type	warehouse complex	
	Age	2006-2007	
	Condition	good	
	Total area, sqm	212,234	
	Gross Lettable Area, sqm	213,620	
	Parking spaces, trucks	300	
Planning			
<p>We have made no specific enquiries to the municipality but are unaware of any contradictory land use and assume the property complies with all planning stipulations.</p>			
Tenure			
<p>Freehold</p>			
Tenancies			
<p>As at the date of valuation, the Subject Property is 99% leased to a 17 national and international logistics / warehouse operators and production companies. Average lease term – 10 years. Tenants are typically obliged to provide 3 months security in terms of Parent Company guarantees, bank guarantees or cash deposits.</p>	Number of Tenants	17	
	Vacant space, sqm	2,413	
	Annual Lease Income	\$24,852,107	
	Other Income	none	
	Projected Annual Non-recoverable Operating Expenses	\$1,612,798	
	CAPEX	\$12,175,000	
	Estimated Rental Value	\$29,869,553	
	Vacancy rate	1.13%	
	Leases inspected?	no	
	Standard Lease Type	fixed rent	
	Currency	USD	
	Indexation	2% or US CPI	
Standard Lease Length	10 years		



Competition

No competition on Yaroslavskoe Highway. Competing properties are located on Leningradskoe and Dmitrovskoe Highways



Investment considerations

This is a first generation A-class warehouse complex. Outstanding issues are heating and electricity

Valuation

Valuation Methodology Income Approach, Hardcore method

In the 'hardcore' or 'layer' method, the tranche of income which is at or below the market level is usually valued at a lower yield (representing the 'safer' or more secure income) whilst income above the market level, the 'froth' income, is valued at a higher, risk adjusted yield

Rental Value

ERV is based on market evidence

Warehouse, \$/sqm/ann	\$130	Mezzanine, \$/sqm/ann	\$110
Offices, \$/sqm/ann	\$280	Truck parking, \$/sqm/ann	\$1,800

Capitalisation Rate

The market remains largely inactive and there are few transactions to base yields upon. Nonetheless, we have considered activity and market "talk" in assessing yields. As a first generation centre facing stiff competition, yields are less aggressive than elsewhere

Equivalent yield	11.50%
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Other variables

None

Market Value	\$228,910,000	Market Value per sqm GLA	\$1,072
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APPENDIX TWO: PRINCIPAL TERMS AND CONDITIONS OF APPOINTMENT AS VALUERS

1. Preliminary

1.1. These general terms and conditions (the “Terms and Conditions”) shall apply to all forms of professional services, other than agency services (to which separate terms will apply), provided by Cushman & Wakefield (“C&W”, “we”, “us” or “the Firm”) to the client to whom the instruction confirmation letter is sent (“you”). They shall apply separately to each service provided to you.

1.2. The Terms and Conditions are to be read in conjunction with the instruction confirmation letter (the “Letter”) sent by us to you. In the event of any ambiguity or conflict between the Letter and these Terms and Conditions, the provisions in the Letter shall prevail. These Terms and Conditions and the Letter may only be varied in writing by agreement between the parties.

2. Performance of the Services

2.1. We undertake to use all reasonable skill and care in providing the services and advice described in the instruction given by you (the “Services”). We will inform you if it becomes apparent that the Services need to be varied or external third party advice is required. Any variation is to be confirmed in writing.

2.2. We may need to appoint third party providers to perform all or part of the Services and we shall agree this with you in advance which shall not increase the Consultant’s fee.

2.3. Where matters beyond the control of ourselves cause delay to the performance of the services we will notify the client as soon as we become aware of the situation attaching relevant confirming document issued by the relevant authority. The client agrees that we will not be held responsible for such delay.

3. Information Received from the Client

3.1. We will take all reasonable steps to ensure property information is accurate where we are responsible for its preparation. Where you provide us with any information on a property that is necessary or convenient to enable us to provide the Services properly, you are aware that we will rely on the accuracy, completeness and consistency of any information supplied by you or on your behalf and, unless specifically instructed otherwise in writing, we will not carry out any investigation to verify such information. We accept no liability for any inaccuracy or omission contained in information disclosed by you or on your behalf, whether prepared directly by you or by a third party, and whether or not supplied directly to us by that third party and you shall indemnify us should any such liability arise. If our valuation is required for the purpose of purchase or loan security, you accept that full investigation of the legal title and any leases is the responsibility of your lawyers.

4. Conflicts of Interest

4.1. We have conflict management procedures designed to prevent us acting for one client in a matter where there is or could be a conflict with the interest of another client for whom we are acting. If you are aware or become aware of a possible conflict of this type, please raise it immediately with us. If a conflict of this nature arises, then we will decide, taking account of legal constraints, relevant regulatory body rules and your and the other client’s interests and wishes, whether we can continue to act for both parties (e.g. through the use of separate teams with appropriate Chinese Walls), for one only or for neither. Where we do not believe that any potential or actual conflict of interest can be managed appropriately, we will inform you and consult with you as soon as reasonably practicable. Should you have any queries on this, you should contact your client partner.

5. Management of the Property

5.1. We shall not be responsible for the management of the property nor have any other responsibility (such as maintenance or repair) in relation to the property. We shall not be liable for any damage that may occur while the property is unoccupied. The property shall be your sole responsibility. You are aware that while a property is unoccupied, the property is likely to suffer from adverse weather conditions and frost damage may occur to water and heating systems and sanitary appliances. You are strongly recommended to take all necessary actions to protect the property from such risks and to ensure that adequate insurance cover is in force.

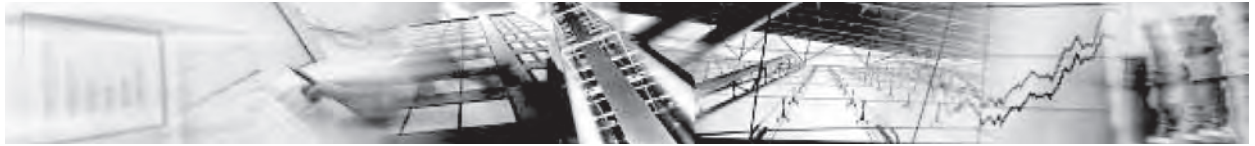
6. Valuation Bases and Assumptions

Date of Valuation

6.1. The date of Valuation is 31st March 2012.

Basis of Valuation

6.2. Unless we have said otherwise within the Letter, the valuation will be prepared in accordance with the RICS Valuation Standards 7th Edition as amended (“The Red Book”) by valuers conforming to its requirements, acting as external valuer.



6.3. The property will be valued on a basis appropriate to the purpose of the valuation, in accordance with the Red Book. The basis of valuation that we will adopt for the property is specified in the Letter. The definitions are as follows:

Market Value

PS 3.2 defines Market Value as “the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.”

Market Rent

PS 3.3 defines Market Rent as “the estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.”

Existing Use Value

UK PS 1.3 defines Existing Use Value as “the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction, after proper marketing wherein the parties had acted knowledgeably, prudently, and without compulsion, assuming that the buyer is granted vacant possession of all parts of the property required by the business and disregarding potential alternative uses and any other characteristics of the property that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.”

6.4. When assessing either Existing Use Value or Market Value for balance sheet purposes, we will not include directly attributable acquisition or disposal costs in our valuation. Where you have asked us to reflect costs (as required under FRS15), they will be stated separately.

Specialised Property

6.5. In the case of Specialised Properties (where valuation methods such as market comparison or an income (profits) test cannot be reliably applied), we may use Depreciated Replacement Cost (“DRC”) as a method of estimating Market Value. The valuation using this method of a property in the private sector will include a statement that it is subject to the adequate profitability of the business, paying due regard to the value of the total assets employed. If the property is in the public sector, the valuation will include a statement that it is subject to the prospect and viability of the continued occupation and use. Any writing down of a valuation derived solely from the DRC method to reflect the profitability/viability of the entity in occupation is a matter for the occupier.

Specialised Trading Property

6.6. Where appropriate, specialised trading properties (such as self storage properties, hotels and marinas) will be valued on the basis of Market Value as a fully equipped operational entity, having regard to trading potential.

6.7. Where we are instructed to value an operational property with regard to its trading potential, we will take account of any trading information that either the operator has supplied to us or that we have obtained from our own enquiries. We will rely on this being correct and complete and on there being no undisclosed matters that could affect our valuation. The valuation will be based on our opinion as to future trading potential and the level of turnover and net operating income likely to be achieved by a reasonably efficient operator.

6.8. Unless we have said otherwise within the Letter:

- (i) the valuation will be made on the basis that the property will be sold as a whole including all fixtures, fittings, stock and goodwill;
- (ii) we will assume that the new owner will normally engage the existing staff and the new management will have the benefit of existing and future bookings or occupational agreements (which may be an important feature of the continuing operation), together with all existing statutory consents, operational permits and licences;
- (iii) we will assume that all assets and equipment are fully owned by the operator and are not subject to separate finance leases or charges;
- (iv) we will exclude any consumable items and stock in trade; and
- (v) we will assume that all goodwill for the property is tied to the land and buildings and does not represent personal goodwill to the operator.

Valuation Assumptions

6.9. Unless otherwise advised by you in writing, we will provide the Services in relation to any property on the assumption that:

- (i) the property and any existing buildings are free from any defect whatsoever;
- (ii) all buildings have been constructed having appropriate regard to existing ground conditions or that these would have no unusual effect on building costs, property values or viability of any development or existing buildings;
- (iii) all the building services (such as lifts, electrical, gas, plumbing, heating, drainage and air conditioning installations and security systems) and property services (such as incoming mains, waste, drains, utility supplies, etc) are in good working order without any defect whatsoever;



- (iv) roads and sewers serving the property have been adopted and that the property has all necessary rights of access over common estate roads, paths, corridors and stairways and to use common parking areas, loading areas and other facilities;
- (v) there are no environmental matters (including but not limited to actual or potential land, air or water contamination, or by asbestos or any other harmful or hazardous substance) that would affect the property, any development or any existing buildings on the property in respect of which the Services are provided or any adjoining property, and that we shall not be responsible for any investigations into the existence of the same and that you are responsible for making such investigations;
- (vi) any building, the building services and the property services comply with all applicable current regulations (including fire and health and safety regulations);
- (vii) the property and any existing building comply with all planning and building regulations, have the benefit of appropriate planning consents or other statutory authorisation for the current use and no adverse planning conditions or restrictions apply (which includes, but is not limited to, threat of or actual compulsory purchase order);
- (viii) appropriate insurance cover is, and will continue to be, available on commercially acceptable terms for any building incorporating types of construction or materials which may pose an increased fire or health and safety risk, or where there may be an increased risk of terrorism, flooding or a rising water table;
- (ix) items of plant and machinery that usually comprise part of the property on an assumed sale are included in the property but items of plant and machinery that are associated with the process being carried on in the property or tenants trade fixtures and fittings are excluded from the property; and
- (x) in reflecting the development potential of any property, that all structures will be completed using good quality materials and first class workmanship;
- (xi) any occupational leases are on full repairing and insuring terms, with no unusually onerous provisions or covenants that would affect value;
- (xii) in respect of any lease renewals or rent reviews, all notices have been served validly within any time limits;
- (xiii) vacant possession can be given of all accommodation which is unlet or occupied by the borrower or its employees on service tenancies;
- (xiv) any mineral rights are excluded from the property.

Structure

6.10. We will not carry out a structural survey of any property nor will we test services. Further, no inspection will be made of the woodwork and other parts of the structures which are covered, unexposed or inaccessible. In the absence of information to the contrary, the valuation will be on the basis that the property is free from defect. However, the value will reflect the apparent general state of repair of the property noted during inspection, but we do not give any warranty as to the condition of the structure, foundations, soil and services. Our report should not be taken or interpreted as giving any opinion or warranty as to the structural condition or state of repair of the property, nor should such an opinion be implied.

6.11. If we give the age of a building in our report, this will be an estimate and for guidance only.

Measurements

6.12. Where we are required to measure a property we will generally do so in accordance with the Royal Institution of Chartered Surveyors ("the RICS") Code of Measuring Practice. However, you should specifically note that the floor areas contained in any report we may publish are approximate and if measured by us will be within a 3% tolerance either way. In cases where the configuration of the floor plate is unusually irregular or is obstructed, this tolerance may be exceeded.

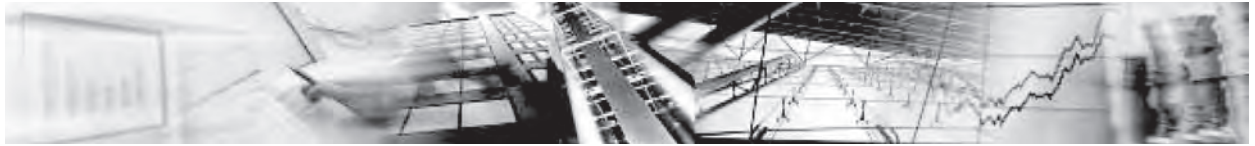
6.13. We will not be able to measure areas that we are unable to access. In these cases we may estimate floor areas from plans or by extrapolation. Where we are required to measure land or site areas, the areas will be approximate and will be measured from plans supplied or from Ordnance Survey plans. They will not be physically checked on site.

6.14. The areas we report will be appropriate for the valuation purpose, but should not be relied upon for any other purpose.

Planning and Statutory Regulations

6.15. Unless specifically instructed in writing to make formal searches with local planning authorities, we shall rely in the provision of our Services on the information provided informally by the local planning authority or its officers. We recommend that your lawyers be instructed to confirm the planning position relating to the property and review our comments on planning in the light of their findings.

6.16. We may consider the possibility of alternative uses being permitted. Unless otherwise notified by you in writing, we shall assume that the property and any existing buildings comply with all planning and building regulations existing uses have the benefit of appropriate planning consent or other statutory authorisation, and that no adverse planning conditions or restrictions apply.



Tenure and Tenancies

6.17. We will not inspect title deeds and we will therefore rely on the information supplied as being correct and complete. In the absence of information to the contrary, we will assume the absence of unusually onerous restrictions, covenants or other encumbrances and that the property has a good and marketable title. Where supplied with legal documentation, we will consider it but we will not take responsibility for the legal interpretation of it. Unless agreed we will not obtain information from The Land Registry.

6.18. You should confirm to us in writing if you require us to read leases and if so, provide all the relevant documentation within a reasonable time for consideration bearing in mind the date for receipt of our report. You should not rely upon our interpretation of the leases without first obtaining the advice of your lawyers.

6.19. We will take into account any information that you provide concerning any tenants' improvements. Otherwise, if the extent of tenants' alterations or improvements cannot be confirmed, we will assume that the property was let with all alterations and improvements evident during our inspection (or, in the case of valuation without inspection, as described within the information that you provide).

Covenant

6.20. Our valuation will take into account potential purchasers' likely opinion of the financial strength of tenants. However, we will not undertake any detailed investigations on the covenant strength of the tenants. Unless informed to the contrary by you, we will assume that there are no significant arrears and that the tenants are able to meet their obligations under their leases or agreements.

Other

6.21. Any plans we provide to you indicating the site of a property are for identification only. We will rely on our inspection and information that you provide in outlining the extent of the property, but you should not rely upon our plans to define boundaries.

6.22. Where comparable evidence information is included in our report, this information is often based upon our oral enquiries and its accuracy cannot always be assured, or may be subject to undertakings as to confidentiality. However, such information would only be referred to where we had reason to believe its general accuracy or where it was in accordance with expectation. In addition, we have not inspected comparable properties.

6.23. For a recently completed development property, we will not take account of any retentions or outstanding development costs. For a property in the course of development, we will reflect your advice on the stage of construction, the costs already incurred and those still to be spent at the date of valuation, and will have regard to any contractual liabilities.

6.24. We will not make any allowance in our Services for the existence of any mortgage or other financial encumbrance on or over the property nor take account of any leases between subsidiaries.

6.25. Any valuation figures provided will be exclusive of VAT whether or not the building has been elected.

6.26. We will not make any allowance in any valuation advice provided for the expenses of realisation or any taxation liability arising from the sale or development of the property.

6.27. Unless we have said otherwise in the Letter, the property has been valued individually; in the case of a portfolio, we will assume that the properties would be marketed in an orderly way and not placed on the market at the same time.

6.28. We will value in the local currency. If we are to report to you in another currency, unless we have agreed otherwise we will adopt a conversion rate equivalent to the closing rate ("spot rate") on the date of valuation.

6.29. Our valuation does not make allowance either for the cost of transferring sale proceeds to another state, or for any restrictions on doing so.

6.30. In instances where we are instructed to provide an indication of current reinstatement costs for fire insurance purposes, this will be given solely as a guide without warranty. Formal estimates for insurance purposes can only be given by a quantity surveyor or other person with sufficient current experience of replacement costs.

7. Regulated purpose valuations

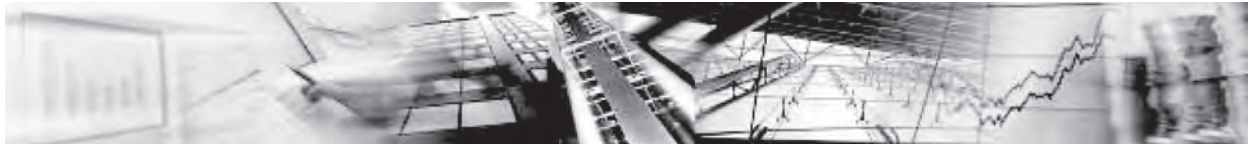
7.1. In circumstances where a valuation, although provided for a client, may also be of use to third parties, for instance the shareholders in a company (otherwise defined as a "Regulated Purpose Valuation" by the RICS), the RICS requires us to state our policy on the rotation of the surveyor who prepares the valuation and the quality control procedures that are in place.

7.2. Irrespective of the purpose of the valuation, we will select the most appropriate surveyor for the valuation having regard to his/her expertise and the possible perception that independence and objectivity could be compromised where a valuer has held the responsibility for a particular client for a number of years. This may result in us rotating the surveyor responsible for repeat valuations for the same client although we will not do so without prior discussion with the client.

7.3. For all Regulated Purpose Valuations we are required by the RICS to state all of the following in our report:

7.4. the length of time the valuer continuously has been the signatory to valuations provided to you for the same purpose as the report, together with the length of time we have continuously been carrying out that valuation instruction for you;

7.5. the extent and duration of the relationship between you and us;



- 7.6. in relation to our preceding financial year the proportion of the total fees, if any, payable by you to our total fee income expressed as one of the following:
- 7.7. less than 5%; or
- 7.8. if more than 5%, an indication of the proportion within a range of 5 percentage points;
- 7.9. where, since the end of the last financial year, it is anticipated that there will be a material increase in the proportion of the fees payable, or likely to be payable, we shall include a further statement to that effect in addition to (iii) above.

8. Termination by notice

8.1. Unless a fixed period has been agreed, either party may terminate the instruction by giving 14 days' notice in writing to the other party.

In the event of termination by notice, you shall be obliged to pay forthwith all the fees accrued in relation to the Services and work performed up to the date of termination (and any agreed abort fee) (the "Termination Fees") plus any expenses or disbursements incurred by us or to which we are committed at the date of termination.

9. Professional liability

9.1. In case you violate terms and conditions of using of the Report set forth by clause 4.1. of the Agreement, we shall not be responsible for any losses incurred in connection with the Services, including:

- (i) any direct loss of profit;
- (ii) any indirect, special or consequential loss whatsoever howsoever caused including without limitation:
 - indirect loss of business;
 - loss of goodwill;
 - loss of use of money; and
 - loss of opportunity,
 - loss of profit;

and the parties agree that the sub-clauses of this clause shall be severable.

9.2. You acknowledge and agree that the exclusions contained in Clause 12.1 are reasonable in all the circumstances and that you have had the opportunity to take independent legal advice.

9.3. Where a third party has contributed to the losses, damages, costs, claims or expenses, we shall not be liable to make any contribution in respect of the liability of such third party.

9.4. Save in respect of third parties directly instructed by us and not on your behalf, we shall not be liable for the services or products provided by other third parties, nor shall we be required to inspect or supervise such third parties, irrespective of the third party services or products being incidental to or necessary for the provision of our Services to you.

9.5. Subject to the provisions in these Terms and Conditions and the Letter, our total aggregate liability (including that of our partners and employees) to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to an aggregate sum not exceeding (50,000,000 GBP) fifty million British Pounds.

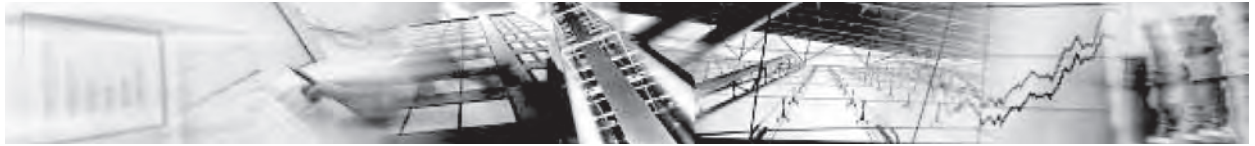
9.6. We shall be released from our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond our reasonable control (examples being a strike, act of God or act of terrorism). On becoming aware of any circumstance which gives rise, or which is likely to give rise, to any failure or delay in the performance of our obligations, we will notify you by the most expeditious method then available.

9.7. To cover any liability that might be incurred by us, we confirm that we will maintain professional indemnity insurance, so long as such insurance is available at commercially acceptable rates and terms, with insurers of good standing and repute of up to \$1 million on an each and every claim basis in Russia. Cushman & Wakefield additionally maintains insurance on the same basis of not less than £10 million on an each and every claim basis.

9.8. Our pricing structure has been established by reference to these limitations on our liability and our level of professional indemnity insurance in respect of the Services we provide. If you feel that it is necessary to discuss with us a variation in these levels, then please raise the issue with your client partner who will be able to let you have proposals for a revised pricing structure to reflect the agreed level of our liability and/or professional indemnity cover.

9.9. Our valuation is provided in the Company's Circular. However, responsibility for our valuation extends only to the party(ies) to whom it is addressed. However in the event of us being asked by you to readdress our report to another party or other parties or permit reliance upon it by another party or other parties, we will give consideration to doing so.

Where we consent to reliance on our report by another party or other parties, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/they had been a party to the original letter of instruction between us. Where we consent to such reliance, you agree to furnish the addressee with a copy of any reliance letter issued by us and/or a copy of these terms and conditions.



9.10.

9.11. Save where we have consented to another party or other parties relying on the valuation report in accordance with clause 12.9, where a valuation report is prepared or where we consent to a valuation report being used for the purpose of a public offering in accordance with any stock exchange listing rules, you agree to indemnify us for any liability whatsoever that we have to any party or parties which exceeds our aggregate cap on liability (referred to at clause 12.5) which arises from their use and/or reliance on the valuation report.

10. Quality of service

10.1. Our valuation procedures are certified as ISO9001:2000 compliant.

10.2. All our valuation reports are signed by an Equity Partner of the Firm whose responsibility it is to ensure that all relevant quality control procedures have been complied with. In particular, for valuations of properties with an individual value of \$20m or over, the valuer is required to present and explain his methodology to another member of the Valuation Advisory Team unconnected with the instruction and who is a Partner of the Firm.

10.3. While we seek to provide high quality Services, if a client has cause for complaint we have a standard complaints procedure, a copy of which is available on request. This is in accordance with requirements of the Royal Institution of Chartered Surveyors

11. Data protection

11.1. We (including any of our international partnerships, group companies and affiliated organisations) are a data controller of all personal data collected during the provision of the agency services. We shall use such personal data and information we obtain from other sources for providing the agency services, for administration and customer services, for marketing and to analyse your preferences. We may keep such personal data for a reasonable period for these purposes. We may need to share personal data with our service providers and agents for these purposes. We may disclose personal data in order to comply with a legal or regulatory obligation and you may request, in writing and upon payment of a fee, a copy of the details held about you by us.

11.2. To help us to make credit decisions about you, to prevent fraud, to check identity and to prevent money laundering, we may search the files of credit reference agencies and we may also disclose details of how you conduct your account to such agencies.

11.3. We may share personal data within our international partnerships, group companies and affiliated organisations and with our business partners for marketing purposes, which may be to countries or jurisdictions which do not provide the same level of data protection as the country in which you are based, or we may send you and your employees information about other organisations' goods and services. We or any business partners may contact you and your employees, directly or via our agents, by mail, telephone, fax, email, SMS or other electronic messaging service with offers of goods and services or information that may be of interest. By providing us with your or your employees' personal data (whether that data is deemed sensitive or not) including fax numbers, telephone numbers or email addresses, you and your employees consent to being contacted by these methods for these purposes.

12. Money laundering regulations

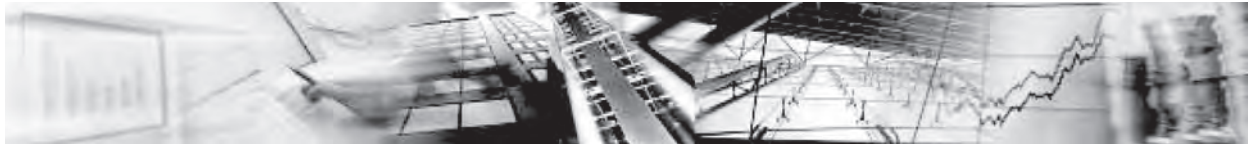
12.1. You are aware that legislation of the Russian Federation and related guidance as updated from time to time, has imposed on us obligations for mandatory reporting, record keeping and identification procedures. We may be required to verify certain particulars of our clients and may need to ask you to assist us in complying with such requirements. Where such information is requested, you will provide such information promptly to enable us to proceed to provide our Services. We shall not be liable to you or any other parties for any delay in the performance or any failure to perform the Services which may be caused by our duty to comply with such requirements.

13. Freedom of information

13.1. Where you are a public authority for the purposes of the Freedom of Information Act 2000 (the "Act"), you shall notify us within five business days of receiving a request pursuant to the Act requesting information which relates to the business arrangements between us and you and/or any information we have provided to you at any time. In recognition of the fact that we may be providing you with genuinely confidential or commercially sensitive information, you agree to consult us and seek our views on all such requests prior to making a decision on whether any information should be publicly disclosed.

14. Electronic communications

14.1. We may communicate with each other by electronic mail, sometimes attaching electronic data. By consenting to this method of communication, we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). In the event of a dispute, neither of us will challenge the legal evidential standing of an electronic document and our system shall be deemed to be the definitive record of electronic communications and documentation.



15. Confidentiality and intellectual property

15.1. We owe our clients a duty of confidentiality. You agree, however, that we may, when required by our insurers or other advisers, provide details to them of any engagement on which we have acted for you, and that we may also disclose confidential information relating to your affairs if required to do so for legal, regulatory or insurance purposes only.

15.2. Both parties agree never to disclose sensitive details of transactions or our advice without the other's consent. Unless we are expressly bound by a duty of confidentiality which otherwise overrides this, both parties shall be entitled to mention to third parties (e.g. in the course of presentations, speeches or pitches) and/or publish (e.g. in brochures, marketing or other written material) that we provide our services to you.

15.3.

15.4. We will not approve any mention of our Services unless it contains sufficient reference to all the special assumptions and/or limitations (if any) to which our Services are subject. For the avoidance of doubt our approval is required whether or not we are referred to by name and whether or not our advice is combined with others.

15.5. We may make the approval of any mention of our Services, or re-address to third parties our Services, subject to the payment of an additional fee to cover additional work and professional liability.

15.6. All intellectual property rights (including copyrights) in the documents, materials, records, data and information in any form developed or provided to you by us or otherwise generated in the provision of our Services shall belong to us solely.

16. Third parties rights and assignment

16.1. No term of the Letter or these Terms and Conditions is intended to confer a benefit on or to be enforceable by any person who is not a party to the same. The application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

16.2. We shall be entitled to assign or transfer this contract and any rights and obligations arising from it to any party which comprises of substantially the whole of our business, including any limited liability partnership, by giving appropriate notice.

16.3. Subject to clause 19.2 above, neither party shall be entitled to assign this contract or any rights and obligations arising from it without the prior written consent of the other, such consent not to be unreasonably withheld.

17. General

17.1. If any provision of the Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Terms and Conditions and the remainder of such provision shall continue in full force and effect.

17.2. Failure or delay by us in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of our rights under these Terms and Conditions.

17.3. The Letter and these Terms and Conditions shall be governed by and be construed in accordance with the laws of England and Wales. Any dispute arising out or in connection with the Services shall be submitted to the exclusive jurisdiction of the London Court of International Arbitration.

PART 4

ADDITIONAL INFORMATION

1. Responsibility

The Directors, whose names, functions and addresses appear on page 5 of this Circular accept responsibility for the information contained in this Circular. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Registered Office

- 2.1 The Company was incorporated with liability limited by shares in Guernsey on 4 July 2005 and is registered under the Law with registered number 43371 and with the name Raven Russia Limited.
- 2.2 The Company's legal and commercial name is Raven Russia Limited.
- 2.3 The registered and head office of the Company is at 1 Le Truchot, St. Peter Port, Guernsey GY1 6EH, Channel Islands and its telephone number is 01481 712955.
- 2.4 The principal legislation under which the Company operates is the Companies (Guernsey) Law, 2008, as amended.

3. Material Contracts

Raven Russia

3.1 Acquisition Agreement

On 30 April 2012 the Company's wholly owned subsidiary, Padaastro, entered into a conditional share acquisition agreement with PLP, a subsidiary of Aareal. Pursuant to the terms of the Acquisition Agreement, Padaastro has agreed to buy the entire issued share capital of CJSC "Toros".

Conditions to Completion and Completion

Completion of the Proposed Acquisition is conditional on the satisfaction (or waiver) of certain conditions, including (i) the Resolution being passed; (ii) the New Facility being available for draw-down in full on Completion and (iii) Admission.

If the conditions precedent have not been satisfied or waived on or before 30 June 2012, then either party may terminate the Acquisition Agreement.

Where shareholder approval of the Resolution is not obtained by 5 June 2012 (and PLP has not elected to extend the deadline for shareholder approval to a date no later than 30 June 2012), or Completion has not taken place by 30 June 2012 (save for certain limited and specific exceptions), the Acquisition Agreement shall automatically terminate.

Completion of the funds flow relating to the repayment of the existing facility secured on Pushkino and implementation of the New Facility is anticipated will take place shortly following Admission.

Consideration

The total amount payable at completion of the purchase of the entire issued share capital of CJSC "Toros" will be approximately US\$49 million, comprising:

- (i) a US\$5 million deposit payable by Padaastro within 5 business days of the Resolution being passed; and
- (ii) approximately US\$44 million in cash payable by Padaastro on Completion,

and subject to a net asset adjustment under the terms of the Acquisition Agreement, which may result in additional monies being payable by Padastro after Completion.

In addition, Padastro will procure that CJSC “Toros” will repay the Existing Toros Bank Debt at Completion (approximately US\$166 million).

Deposit

Where the Acquisition Agreement is terminated prior to Completion as a result of Padastro being in material breach of certain limited and specific obligations under the Acquisition Agreement, the US\$5 million deposit will be (subject to the Resolution having been passed) payable to PLP as liquidated damages.

Warranties, indemnities and covenants

PLP has given various warranties in relation to CJSC “Toros” as of the date of the Acquisition Agreement, which will be repeated on Completion. The warranties given are of a type usual for an acquisition of this nature in the Moscow market. No responsibility is taken by PLP for matters that took place prior to 10 September 2010 (which is when PLP acquired shares in CJSC “Toros”).

If there is a material breach of the warranties or covenants by PLP prior to Completion (which Padastro was not aware of prior to the date of the Acquisition Agreement), Padastro will be entitled (but not obliged), to terminate the Acquisition Agreement. If Padastro chooses to terminate the Acquisition Agreement in such circumstances, it shall have no further remedy against PLP in respect of such breach of warranty, save for payment of its costs in certain circumstances.

Save for certain specified exceptions, PLP’s liability for breach of the Acquisition Agreement is subject to a number of limitations, including: (i) generally, Padastro must submit written notification of a claim within 12 months of the date of Completion; (ii) a *de minimis* exception of US\$200,000; (iii) no claims may be made until the aggregate losses suffered exceed US\$1 million (in which case PLP shall be liable for the full amount and not just the excess); and (iv) the aggregate liability of PLP is limited to US\$10 million. PLP will provide a US\$10 million cash retention at Completion (in addition to the retention for the litigation detailed below) in respect of claims under the Acquisition Agreement

Litigation and related indemnity

A supplier of electricity equipment to CJSC “Toros” filed a claim in December 2010 against CJSC “Toros” in the Moscow region Arbitration court concerning alleged non payment of rent in respect of the supply of electricity generation equipment. The amount claimed was 827.4 million Roubles plus interest at the prevailing Russian central bank financing rate from time to time. The Arbitration Court ruled in favour of the supplier on 31 May 2011 and ordered CJSC “Toros” to pay the claim. CSJC “Toros” filed an appeal of the judgment in July 2011. It is anticipated that the appeal hearings will take several months to conclude.

Under the terms of the Acquisition Agreement, PLP has agreed to indemnify Padastro in respect of, *inter alia*, all amounts payable by CJSC “Toros” upon determination (or settlement) of such litigation up to a maximum amount of 1 billion Roubles (approximately US\$34 million as at the date of this document) plus any additional interest and legal costs incurred by CJSC “Toros” in relation to such litigation. The indemnity limit is not applicable in certain circumstances when the claimant, in accordance with Russian law, will be entitled to increase the amount claimed (currently equal to 827.4 million Roubles). The amount claimed with accrued interest currently amounts to approximately 994 million Roubles (approximately US\$34 million as at the date of this document). The indemnity will be secured by a cash retention from the purchase price equal to the US dollar equivalent of 1 billion Roubles (approximately US\$34 million as at the date of this document). Padastro may in certain circumstances, request PLP to further top up the retention. Aareal will, at Completion, enter into a Deed of Suretyship with Padastro pursuant to which Aareal secures PLP’s obligation under the Acquisition Agreement to top up this retention in certain circumstances.

Material Adverse Change prior to Completion

Either party may terminate the Acquisition Agreement prior to Admission if (i) any part of Pushkino is destroyed or damaged resulting in the termination or suspension of at least 10 per cent. of the base rent payments due to CJSC “Toros” under the leases, the estimated cost of repair or restoration exceeding US\$10 million or the estimated time to complete the restoration exceeding 12 months; or (ii) if there is a material adverse change affecting CJSC “Toros” or the Consideration changes, in each case, by an amount exceeding US\$10,750,000.

3.2 ***New Debt Agreements***

Pursuant to a loan agreement dated 30 April 2012 between Frontgoal Limited (as lender) and CJSC “Toros” (as borrower), the parties agree the terms of a loan (the “**New Debt Agreement**”) as follows:

- (a) Frontgoal Limited will make available to CJSC “Toros” on completion of the Proposed Acquisition a facility of up to the Russian Rouble equivalent of approximately US\$166 million for the purpose of financing the repayment of the Existing Toros Bank Debt;
- (b) the facility will be a five year term loan expiring in November 2017; and
- (c) interest is payable on the amount of the facility outstanding from time to time at the rate of 11 per cent. per annum.

Frontgoal Limited is a subsidiary of a company, external to the Group, that has entered into facility agreements with Aareal and the Group for the purposes of financing the New Debt Agreement. Various companies in the specific group of entities (within the Group, but excluding the Company) that were set up to hold Pushkino have provided mortgages, charges, pledges and other customary security interests to Aareal in relation to the New Debt Agreement.

- 3.3 Save as disclosed in (i) paragraphs 3.1 and 3.2 above and (ii) paragraph 10 of Part 11 of the Prospectus, and excluding contracts that are entered into in the ordinary course of business, there are no other contracts which have been entered into by members of the Group in the two years immediately preceding the date of this Circular and which are, or may be, material or which have been entered into at any time by any member of the Group and which contain any provision under which any member of the Group has any obligation or entitlement which is, or may be, material to the Group as at the date of this Circular.

CJSC “Toros”

- 3.4 Excluding contracts that have been entered into in the ordinary course of business, and save as disclosed in paragraph 3.2 above, there are no contracts which (i) have been entered into by CJSC “Toros” in the two years immediately preceding the date of this Circular and which are, or may be, material to CJSC “Toros” or (ii) have been entered into at any time by CJSC “Toros” and which contain any provision under which CJSC “Toros” has any obligation or entitlement which is, or may be, material to CJSC “Toros”, or which the Company considers a Shareholder would reasonably require for the purpose of making a properly informed assessment about the way in which to exercise the voting rights attached to their Ordinary Shares at the General Meeting as at the date of this Circular.

4. Legal and arbitration proceedings

Raven Russia

- 4.1 There are no governmental, legal or arbitration proceedings nor so far as the Company is aware, are any governmental, legal or arbitration proceedings pending or threatened which may have, or have had during the 12 months preceding the date of this Circular, a significant effect on the Group’s financial position or profitability.

CJSC “Toros”

4.2 Save for the litigation disclosed in paragraph 3.1 above there are no governmental, legal or arbitration proceedings nor, so far as the Company is aware, are any governmental, legal or arbitration proceedings pending or threatened which may have, or have had during the 12 months preceding the date of this Circular, a significant effect on CJSC “Toros”’s financial position or profitability.

5. Significant change

5.1 There has been no significant change in the financial or trading position of the Group since 31 December 2011, the date to which the last audited financial statements of the Group were prepared.

5.2 There has been no significant change in the valuation of Pushkino since 31 March 2012, being the effective date of the Valuation Report.

6. Working capital

The Company is of the opinion that, taking into account the banking facilities available to the Group, together with the New Facility, the existing cash resources and the net proceeds of the Placing and Open Offer, the Enlarged Group has sufficient working capital available for its present requirements, that is, for at least the period of 12 months from the date of this Circular.

7. Related Party Transactions

Other than: (i) those matters referred to in Note 33 to the Financial Statements of the Group for the year ended 31 December 2011, which are incorporated by reference into this Circular; (ii) those matters referred to in Note 34 to the Financial Statements of the Group for the year ended 31 December 2010, which are incorporated into this Circular by reference; (iii) those matters referred to in Note 33 to the Financial Statements of the Group for the year ended 31 December 2009, contained within the prospectus of the Company dated 30 June 2010 and incorporated by reference into this Circular; and (iv) those matters referred to in Note 26 to the Financial Information relating to the Raven Mount Group for the three years ended 31 December 2009, which are contained within the prospectus of the Company dated 30 June 2010 and incorporated by reference into this Circular, during the period commencing on 1 January 2009 and terminating on the date of this Circular, the Company has not entered into any related party transaction.

8. Information incorporated by reference

This document should be read and construed in conjunction with the following documents which have been previously published and approved by the FSA and which shall be deemed to be incorporated in, and form part of, this Circular:

<i>Document</i>	<i>Section</i>	<i>Page numbers in such document</i>
Prospectus	Directors’ and other interests	135 – 136
	Directors’ service agreements	143
	Material contracts	155 – 164
Audited Financial Statements for the Group for the year ended 31 December 2011	Notes to the financial statements	34 – 69
Audited Financial Statements for the Group for the year ended 31 December 2010	Notes to the financial statements	34 – 72
Prospectus dated 30 June 2010	Audited Financial Statements for the Group for the year ended 31 December 2009 dated 14 March 2010 – notes to the financial statements	62 –101
	Financial statements of the Raven Mount Group for the years ended 31 December 2009 and 31 December 2008 – notes to the financial statements	110 – 142

9. Consents

- 9.1 Singer has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and references to it in the form and context in which they appear.
- 9.2 Kinmont has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and references to it in the form and context in which they appear.
- 9.3 Cushman & Wakefield has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and references to it and the inclusion of its report in Part 3 in the form and context in which they appear.

10. Documents available for inspection

Copies of the following documents will be available for physical inspection during normal business hours on any Business Day at the registered office of the Company and at the offices of Berwin Leighton Paisner LLP, Adelaide House, London Bridge, London EC4R 9HA from the date of this Circular up to and including the conclusion of the General Meeting:

- (a) the memorandum and articles of incorporation of the Company;
- (b) the audited consolidated financial statements of Raven Russia for the years ended 31 December 2011, 31 December 2010 and 31 December 2009;
- (c) the report prepared by Cushman & Wakefield set out in Part 3 of this Circular;
- (d) the written consent letters referred to in paragraph 9 above;
- (e) the Acquisition Agreement; and
- (f) this Circular and the Form of Proxy.

Raven Russia Limited

(a company incorporated in Guernsey under the Companies (Guernsey) Law, 2008,
as amended, with registered no 43371)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of Raven Russia Limited (the “**Company**”) will be held at the offices of the Company at 1 Le Truchot, St. Peter Port, Guernsey, GY1 6EH, Channel Islands on 30 May 2012 at 10.00 a.m. for the purposes of considering and, if thought fit, passing the following resolution which will be proposed as an ordinary resolution:

ORDINARY RESOLUTION

THAT the proposed acquisition by Padastro Holdings Limited (“**Padastro**”), a wholly owned subsidiary of the Company, of the entire issued share capital of Closed Joint Stock Company “Toros” (the “**Proposed Acquisition**”) on the terms and subject to the conditions of the conditional share acquisition agreement (the “**Acquisition Agreement**”) dated 30 April 2012 between PLP Holding GmbH (as seller) and Padastro (as buyer), as more particularly described in the Company’s circular to ordinary shareholders dated 1 May 2012 be and are hereby approved for the purposes of Chapter 10 of the Listing Rules of the UK Financial Services Authority; and the directors of the Company (or any duly constituted committee thereof) (the “**Directors**”) be and are hereby authorised to complete and implement or procure the completion and implementation of the Proposed Acquisition and to make such variations, amendments, waivers or extensions to the terms and conditions of the Proposed Acquisition and any and all agreements and arrangements made or entered into, or which may in the future be made or entered into, by the Company, or any of its subsidiaries (including Padastro) in connection with, or ancillary to, the Proposed Acquisition as the Directors may approve and consider necessary (including the Acquisition Agreement) (provided that, in each case, such variations, amendments, waivers or extensions are not of a material nature) and to do, approve and execute all other acts, things and documents which they consider necessary, desirable or expedient in connection with the Proposed Acquisition.

Registered Office

1 Le Truchot
St. Peter Port
Guernsey
GY1 6EH
Channel Islands

By order of the Board

Benn Garnham
Secretary

Dated: 1 May 2012

Notes:

- 1 A member entitled to attend and vote at the General Meeting convened by the above Notice is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him or her. A proxy need not be a member of the Company.
- 2 To appoint a proxy you may:
 - (a) use the Form of Proxy enclosed with this Notice of General Meeting. To be valid, the Form of Proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of the same, must be received by post or (during normal business hours only) by hand at Capita Registrars, PXS, 34 Beckenham Road, Beckenham, BR3 4TU in each case no later than 10.00 a.m. on 28 May 2012; or
 - (b) if you hold your shares in uncertificated form, use the CREST electronic proxy appointment service as described in Note 5 below. Completion of the Form of Proxy or the appointment of a proxy electronically through CREST will not prevent a member from attending and voting in person.
- 3 The Company, pursuant to its Articles of Incorporation, specifies that only those members entered on the register of members of the Company as at 10.00 a.m. on 28 May 2012 shall be entitled to attend or vote at the meeting in respect of shares registered in their name at that time. Changes to entries on the register after 10.00 a.m. on 28 May 2012 shall be disregarded in determining the rights of any person to attend or vote at the meeting.
- 4 In the case of joint holders, the vote of the senior holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

- 5 CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the General Meeting and any adjournment(s) thereof by utilising the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed (a) voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a “CREST Proxy Instruction”) must be properly authenticated in accordance with Euroclear UK & Ireland’s specifications and must contain the information required for such instructions, as described in the CREST Manual (www.euroclear.com/CREST). The message must be transmitted so as to be received by the issuer’s agent (ID RA10), by 10.00 a.m. on 28 May 2012. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer’s agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended). Please refer to the CREST Manual at www.euroclear.com/CREST.

