STRICTLY CONFIDENTIAL – FOR ADDRESSEE ONLY

Report and Valuation for

MIRLAND DEVELOPMENT CORPORATION PLC

Of the following Property

“THE MIRLAND DEVELOPMENT CORPORATION ASSETS”, RUSSIA

Date of Valuation

30TH OF JUNE 2009

Date of report issue

14TH OF AUGUST 2009

Prepared by

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For the attention of Mr. Roman Rozental

14TH of August 2009

Dear Mr. Rozental

MIRLAND DEVELOPMENT CORPORATION PLC ("the Company")
Various Properties Together Known As The "Mirland Development Corporation Assets" ("The Properties")

In accordance with the contracts between ourselves and MirLand Development Corporation plc dated 30th of November 2007 respectively, we have pleasure in reporting to you as follows:

1.1 SCOPE OF INSTRUCTIONS

We, Cushman & Wakefield Stiles & Riabokobylko (herein referred as "*C&WS&R*"), have considered each property as set out in the Appendix.

We are instructed to prepare this Valuation Report for financial reporting purposes.
The effective date of each valuation is 30th of June 2009.

Each valuation has been prepared in accordance with the Practice Statements, 6th edition, contained in the RICS Appraisal and Valuation Standards published by The Royal Institution of Chartered Surveyors in May 2003 ("*the Red Book*") as amended, and prepared by an appropriate valuer who conforms to the requirements as set out in the Red Book, acting in the capacity of External Valuer.

We confirm that this Valuation Report is a Regulated Purpose Valuation as defined in the Red Book.

1.2 BASIS OF VALUATION

Each property is either: held as an investment; for development; or is in the course of development and has, as instructed and in accordance with the requirements of the Red Book, been valued on the basis of Market Value, as defined in the Red Book 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.*"

1.3 TENURE AND TENANCIES

We have not reviewed the Title Deeds or Leases and each valuation has been based entirely on the information which the Company has supplied to us as to tenure, tenancies and statutory notices. We understand each property is either held by the Company, its subsidiaries, or jointly with third parties. We have valued a 100% share of the tenure stated in each property, unless otherwise specifically stated, as if each property was held entirely by the Company as at the valuation date. We have not made any adjustment to value, which may be appropriate when considering fractural ownership for each individual property. In the summary below, an apportionment has been provided taking into account the share ownership of each property as provided to us by the Company. This is a straight apportionment based on these percentages, and no further deductions have been made to reflect minority share ownerships or the fact of fractional ownership. This number therefore may differ from the Market Value for the share ownership of individual properties, particularly when only a minority interest is held by the Company.

A number of properties are held leasehold on ground leases from Moscow City Government. The standard terms of these leases are that rents are reviewed annually (upwards, or downwards) in accordance with a city-wide formula that is set by the Moscow City Government. Each ground lease is subject to Term Extension Right Clause as standard, allowing for the extension of the duration of the lease upon expiry, on the same terms and conditions. However you should be aware that the effectiveness of the Term Extension Right Clause remains untested in the market because few leases have reached expiry. Our valuation assumes that the ground lease at each property can be extended in accordance with the Term Extension Right Clause.

Where a property is either "*currently in the course of development*" or "*held for future development*" and is held leasehold, the land leases generally confer the landlord's permission to develop. Where the considered development scheme differs from that anticipated by the land lease, our valuation assumes that the required variation to the landlord's permission will be forthcoming without material cost or delay. Where a property is to be held leasehold but the terms of the land lease are not finalised, our valuation takes into account any additional, reasonable, risks of delay and cost in receiving landlord's permissions. We have assumed

that there are no unforeseeable circumstances that would cause additional cost or delay in excess of that generally experienced.

Unless disclosed to us to the contrary and recorded in the property descriptions, each 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.

In certain cases we have been informed by the Company that land lease rights are "*in the process of being formulated*". Unless otherwise stated our valuation is for a full share interest in the Property and assumes that a good and marketable title exists. This should be taken into account in consideration of individual properties. Where specific outstanding costs have been identified to us as being required to arrive at ownership of a full share interest in the requisite Property or in order to obtain the necessary permits, these costs have been taken into account in the valuation in full.

For some properties we have been informed by the Company that investment contracts are held for the development. In these cases our valuations assume that a ground lease and an ownership certificate will be issued upon completion of the development, as is normal development practice in Moscow.

1.4 NET ANNUAL RENT

The net annual rent for each property is referred to in the Schedule at Appendix One. Net annual rent is defined in the Listing Rules 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 amortisation), and any disbursements including, if appropriate, expenses of managing the property and allowances to maintain it in a condition to command its rent".

1.5 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. Each 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. Except where stated otherwise, each valuation is on the basis that each property is not affected by proposals for road widening, Compulsory Purchase, planning inquiry, or archaeological investigation.

We are informed by the Company that for a number of "properties held for development", the relevant planning permission approvals are either; "*in the process of being applied for*", or "*in the process of being updated*". Each valuation assumes that all required planning permission consents will be received within a normally acceptable timescale and that there are no such issues which would materially delay the issuance of the required consent, or have a material effect on value or marketability.

Although, where appropriate, we have considered the Company's business plan to develop each property, each valuation reflects our opinion of an appropriate development that could reasonably be expected to form the basis of a bid for a property by a third party. I.e. the Highest and Best Use as defined by the International Valuation Standards has been considered for each property. The Highest and Best Use is defined in Paragraph 3.4 of IVS 1 as: *"The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued".*

1.6 STRUCTURE

We have neither carried out a structural survey of each 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 any property. Each valuation takes into account any information supplied to us and any defects noted during our inspection, but otherwise are on the basis that there are no latent defects, wants of repair or other matters which would materially affect each valuation.

We have not inspected those parts of each property which are covered, unexposed or inaccessible and each 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 any property.

1.7 SITE AND CONTAMINATION

We have not investigated ground conditions/stability and each valuation is on the basis that any buildings have been constructed, having appropriate regard to existing ground conditions. Where the property has development potential, our valuation is on the basis that there are no adverse ground conditions which would affect building costs. However, where you have 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.

1.8 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 short leasehold (<50 years), 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 each valuation.

1.9 INSPECTIONS, AREAS AND DIMENSIONS

We have inspected each property internally and externally (except the properties held for development in Penza, Saratov and Kazan) unless specific reference is made to a limited inspection. Further inspections have been carried out where there have been significant changes to any individual property, and these further inspection dates, where applicable, are identified in the property descriptions below.

No measured surveys have been carried out by C&WS&R, 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. Any references to the age of buildings are approximate.

1.10 GENERAL PRINCIPLES

Each 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 each 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. Each valuation is on the basis that this is correct. You may wish to obtain further information to verify this.

Where we have reflected development potential in a valuation, we have assumed that all structures at the property will be completed using good quality materials and first class workmanship and that the development scheme will let to tenants who satisfy the tenant mix policy and are of reasonable covenant status and on typical market lease terms.

No allowances have been made for any expenses of realisation arising from a sale or development of each property. Each valuation does not make allowance either for the cost of transferring sale proceeds internationally or elsewhere within the Company, or for any restrictions on doing so. No account has been taken of any leases granted between subsidiaries of the Company, and no allowance has been made for the existence of a mortgage, or similar financial encumbrance on or over each property. Where a grant has been received, no allowance has been made in our valuations for any requirement to repay the grant.
A purchaser of a property is likely to obtain further advice or verification relating to certain matters referred to above before proceeding with a purchase. You should therefore note the conditions on which this Valuation Report has been prepared.

The valuation of each property has been undertaken by the professional(s) identified in the valuation schedule below.

We strongly recommend that no disposal of any property should be undertaken without proper exposure to the market. Each 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, our terms of engagement and in particular our Standard Terms and Conditions of Appointment of Cushman & Wakefield Stiles & Riabokobylko as Valuers.

1.11 MARKET UNCERTAINTY

Where uncertainty could have a material effect on an opinion of value, the Red Book requires a Valuer to draw attention to this, indicating the cause of the uncertainty and the degree to which this is reflected in the valuation reported.

Since the middle of September financial markets have been exceptionally volatile in response to concerns over the solvency and creditworthiness of a number of major banks and financial institutions and the wider consequences for the global financial system and economy.

Recently governments and central banks in the US, UK and elsewhere across Europe have taken a variety of steps to try and improve liquidity in the financial system, to restore confidence in the banking sector and reassure investors and creditors. These initiatives include making available additional capital and lines of credit to banks and major lenders, providing banks with a means to dispose of "toxic" assets and liabilities and a general relaxation of monetary policy.

Under these conditions many investment decisions have been put on hold or deferred. In view of the greatly reduced volume of transactions in the property investment market in the last six months, these latest developments only serve to increase the degree of uncertainty that must attach to any opinion of value given at the present time.

We have valued the property on the basis of market evidence available as of the date of valuation, although there has been a greatly reduced trading volume recently and much relates to transactions completed earlier in the year before the full extent of the current banking crisis manifested itself.

In the aftermath of the "credit crunch" and the current hiatus in the debt markets, it is likely there will be unusual volatility in the global economy with unpredictable consequences for the Russian real estate market. We have therefore endeavoured to reflect current market sentiment, although the signals are mixed. Some commentators are saying that any vendor in this market is a distressed one and therefore the prices achieved are not representative of those that would be achieved in a stabilised market. Others suggest that the prospects for Russian real estate are not adversely affected, especially for those properties producing long term secure cash flows and that demand still exists from cash buyers, which are less or not reliant upon debt. However, all commentators agree that there are fewer purchasers than in the past and that those who are in the market are taking advantage of vendors, who are presumed to have to sell.

The only defence a vendor has in the face of a purchaser seeking to drive the price lower is to withdraw the property from the market. This creates further uncertainty as it perpetuates the lack of transactional evidence in the market place.

In order to provide a rational opinion of value at the present time it is necessary to assume that the property market will continue to trade in an orderly fashion. If the current uncertainty and turmoil continues we would reserve the right to review our valuation to reflect this major change in circumstances.

We are having to exercise a greater degree of judgment than is usual in a more active market. As a result, there is greater uncertainty attached to our opinion of value than during normal market conditions. We strongly recommend that you keep the valuation of the subject property under review. You should also anticipate a longer marketing period than would previously have been expected in the event that the property is offered for sale.

1.12 SPECIAL ASSUMPTIONS, RESERVATIONS AND DEPARTURES

We can confirm that each 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, each valuation is not subject to any specific Reservations in relation to restricted information or property inspection.

1.13 DISCLOSURE

The members of The Royal Institution of Chartered Surveyors signing this Report have previously been the signatories to the valuations provided to the Company for the same purposes as this Valuation Report. C&W S&R have previously carried out these valuations for the same purpose as this Valuation Report on behalf of the Company.

1.14 AGGREGATE VALUATION

Subject to the foregoing, and based on values current as at 30th of June 2009, we are of the opinion that the aggregation of the Market Value of each 100% share of each freehold and leasehold interest each property, as set out in the appendix, is the total sum of (rounded):

US$723,820,000

SEVEN HUNDRED TWENTY THREE MILLION AND EIGHT HUNDRED TWENTY THOUSAND US DOLLARS

NET OF VAT

This sum may be apportioned as follows:

	Freehold (rounded)	**Leasehold (rounded)**
Properties held as Investments	US$62,830,000	US$216,770,000
Properties in the Course of Development	US$130,782,000	US$27,351,000
Properties Held for Development	US$231,071,000	US$55,016,000
Total	**US$424,683,000**	**US$299,137,000**

Based on the information supplied to us as regards ownership, we are of the opinion that the Market Value of the Company's beneficial share in each Property, on the basis outlined above is the total sum of (rounded):

US$631,848,000

SIX HUNDRED THIRTY ONE MILLION AND EIGHT HUNDRED FORTY EIGHT THOUSAND US DOLLARS

NET OF VAT

This sum may be apportioned as follows**:**

	Freehold (rounded)	**Leasehold (rounded)**
Properties held as Investments	US$30,787,000	US$178,005,000
Properties in the Course of Development	US$130,782,000	US$27,351,000
Properties Held for Development	US$209,907,000	US$55,016,000
Total	**US$371,476,000**	**US$260,372,000**

The valuation stated above represents the aggregate of the current values attributable to the individual properties and should not be regarded as a valuation of the portfolio as a whole in the context of a sale as a single lot. We set out the value ascribed to each property in the appendix.

We have considered an appropriate development commencement date and development period for each property in isolation, based on each property's particular circumstance. Each valuation does not consider any effect of multiple properties being developed concurrently (e.g. any resource, expense or savings issues if undertaken by a single developer), or released to the market (occupation or investment) together.

The Summary Valuation Schedule shows our opinion of the appropriate discount rate on an un-leveraged basis as used in the Market Valuation for each property. This discount rate is calculated on the assumption that each property would be held for a reasonable period to allows stabilisation of income upon development completion, with the exception of the development of residential property for sale, and that no debt is used (see "Global Assumptions – Debt Assumptions" below).

1.15 CONFIDENTIALITY

The contents of this Valuation Report are intended to be confidential to the addressees and for the specific purpose stated. Consequently, and in accordance with current practice, no responsibility is accepted to any other party in respect of the whole or any part of its contents. Before the Valuation Report or any part of its contents are reproduced or referred to in any document, circular or statement or disclosed orally to a third party, our written approval as to the form and context of such publication or disclosure must first be obtained. For the avoidance of doubt, such approval is required whether or not this firm is referred to by name and whether or not our Valuation Report is combined with others.
Notwithstanding the preceding paragraph, our prior written approval shall not be required for the reproduction and inclusion of this report, in its entirety or only parts of this report, in respect of the MirLand Development Corporation financial reporting related to its public listing at AIM.

Yours faithfully

For and on behalf of Cushman & Wakefield Stiles & Riabokobylko

Tim Millard MA(Cantab), MRICS

Partner

Stanislav Bibik MRICS, CCIM

Associate

Valuation Advisory Services

APPENDIX ONE

VALUATION METHODOLOGY
GLOBAL ASSUMPTIONS
SCHEDULE OF VALUES
PROPERTY SCHEDULES : SUMMARY TABLE
PROPERTY SCHEDULES : PROPERTIES HELD AS INVESTMENTS
PROPERTY SCHEDULES : PROPERTIES IN COURSE OF DEVELOPMENT
PROPERTY SCHEDULES : PROPERTYIES HELD FOR DEVELOPMENT

VALUATION METHODOLOGY

There are three generally adopted approaches used to value property: *The Sales Comparison Approach; The Income Approach*; and *The Cost Approach*. We have valued the properties using the income approach, taking account of sales comparables where available. The cost approach has not been used as this produces a "Non-Market Value" suitable for financial statements relating only to "specialised properties". An overview of The Sales Comparison Approach and The Income Approach and how these relate to the Russian Market, follows.

The Sales Comparison Approach

This method involves analysing all available information on sales of comparable properties that have taken place and making adjustments in the prices achieved to reflect the differences in the properties sold and the property to be valued. This approach hinges on the availability of reliable market evidence of comparable sales. Distinction must be drawn between information that is known to be accurate and reported information that is second hand or at best hearsay. Only information that is known to be accurate can be relied upon with any degree of comfort to provide an accurate valuation.

There are severe difficulties of applying this valuation approach in emerging real estate markets, including Russia, as due to their comparative immaturity the availability of reliable market information is very limited. To reflect this, the International Valuation Standards Committee ("IVSC") (the leading international body for setting valuation standards) devoted a recent White Paper to the study. It identifies specific problems for valuers in emerging markets, which apply very well to Moscow and to Russia – and these problems also tend to inhibit the operation of the market as a whole, in particular as regards investment.

The principal problem is a lack of transparency and a relatively low volume of recorded deals. In mature property markets there is a wealth of information available on completed sales transactions, in the form of yields and total sales prices, and this makes it relatively straight-forward to apply this valuation technique to any property. In Russia this sort of

information is often not available, and where the details of transactions are publicized their accuracy can not always be guaranteed. In addition, a large number of sales transactions in Russia take place "off-market" and therefore details of them are seldom known beyond those who were party to the deal.

The volume of completed deals is very low in all sectors of the Russian real estate market. In addition – as outlined above, deal information is rarely reported accurately and is often manipulated for other reasons benefiting the separate parties to any sale deal. Therefore it is often necessary to use offered prices as a basis for assessing the opinion as to value using the sales comparison approach.

Additionally the large majority of the properties included in this valuation are either "held for development" or "in the course of development". Properties in the course of development are rarely transacted and there is therefore very little comparable information for properties of this type. Development sites are transacted, but these transactions are usually "off-market" and therefore reliable comparable information is therefore only available to the parties to the transactions and their advisers – who are usually bound by confidentiality restrictions.

We are aware of the details of a number of transactions of land held for development. This comparable information has been taken into account in assessing the valuations herein, and where possible these comparables are referred to. However – in most cases we are bound by confidentiality and therefore can only provide guideline information.

The Income Approach

The most commonly used technique for assessing Market Value within the Income Approach is Discounted Cash-flow. This is a financial modelling technique based on explicit assumptions regarding the prospective cash-flow to a property or business and the costs associated with being able to generate the income. To this assessed cash-flow is applied a market-derived discount rate to establish a present value of the income stream. This Net Present Value ("NPV") is an indication of Market Value[1]. This approach is considered to be the most sophisticated valuation technique, over and above even the Sales Comparison Approach, because it allows differences between comparable sales and the subject property to be explicitly considered and analysed. It is therefore less based on subjective judgements but objectively on market available information.[2]

For the basis of the current valuations where for the majority of properties consents exist for a specific type of development, the income approach is the most relevant. The residual value for properties under development or properties held for future development is the NPV of all future income streams less the NPV of all future costs. The costs include all of

[1] International Valuation Standards Sixth Edition – Guidance Note 9
[2] International Valuation Standards Committee Newsletter - Global Valuation Issues (Sept. 2003)

the development costs still outstanding in respect of each property, taxes paid over the operation incomes and tax for the sale of assets, and future incomes are assessed based on current returns for completed properties of a similar nature in the market adjusted to reflect the expected completion date for the particular project and anticipated future trends in rents and / or sales prices.

The difficulty in applying this method in the Russian market is assessing the correct market derived discount rate, due to the very small number of transactions, the lack of transparency in the reporting of information and in the wide variations in returns required on projects from different investors.

The costs and incomes associated with the project have been assessed on the basis of standard construction costs in the market together with property or project specific information provided by the developer and current market returns adjusted to reflect anticipated future trends.

In order to assess the residual valuation of the land a discount rate has to be applied to the projected cash-flows. The discount rate is market derived and reflects the minimum returns a typical investor would require to undertake a project of this type. This approach then provides the maximum value that an investor would be willing to pay for the land in its current condition, being the Net Present Value of all identified future costs and incomes at the necessary rate of return.

In the Russian market this approach specifically excludes the use of debt and the effect of leverage. The availability of debt, and on what terms, varies widely from investor to investor, and there is no market standard – especially in a comparatively immature debt market such as Moscow. Pre-debt discount and capitalisation rates are therefore used to represent the risk-return requirement of investors.

The Cost Approach

Under IVS this approach is relevant to specialised properties (i.e. properties that are rarely if ever sold on the open market … due to their uniqueness which arises from their specialised nature and design of the buildings, their configuration, size, location or otherwise) and Limited Market Property (i.e. properties that because of market conditions, unique features, or other factors attract relatively few buyers).

GLOBAL ASSUMPTIONS

For the subject Properties some general assumptions have been made in developing the residual valuations.

These are summarised below:

Acquisition Cost

The properties are mainly owned. However, in the modelling process the Market Value for a third party purchaser has been treated as the initial investment;

Development Proposals

It has been assumed where project documentation exists that any development would conform to the overall sizes as provided to us unless it is reasonable to assume that development could take place in some other form;

Utilities & Road Improvement

In Russia the cost of providing utilities and executing necessary road improvements can vary widely. Where utilities need to be provided or road works executed it has been assumed that the cost estimates supplied to us are accurate;

Construction Phasing

All projects, unless specifically stated otherwise, have been assumed to be constructed in one phase. Due to the size of the Saint Petersburg (Residential and Trade Centre) and Techagrocom projects it has been assumed that it would be phased and that the phasing would be designed to maximise the returns from the site;

Construction Costs

Construction costs have been assessed in accordance with standard rates in the market that a third party developer / purchaser would expect to have to pay in the course of the development of each project. In some cases these costs differ in their general level from the anticipated construction costs as provided by the Company;

Construction Contract

An advance payment is included in the cost calculations, which is charged to the first quarter of the construction contract. A hold-back against defects requiring remedy is also included and is charged to the quarter after completion of construction of the relevant phase. The remaining construction costs are applied equally throughout the development period;

Permit & Design Costs

Where there are outstanding permitting costs these have been assessed in line with the anticipated numbers as supplied by the client as, once again, there can be a wide variation in the permitting costs. Design costs – where appropriate have been assessed in line with market standards;

Assumed Sale

In order to assess the capital value of a completed development, we have assumed that a property is to be held upon completion for a period until the net income stabilizes, and thereafter is sold. Taxes for the operation period and for the sale of assets were deducted from the proceeds (See taxes below). This is a valuation technique and does not necessarily represent the intention of the owner;

Discount Rate

We have considered the perceived risk associated with the subject Properties, as there is a direct correlation between a property's perceived risk and expected rate of return to an investor. Based on our knowledge of required rates of return for various investments, in particular real estate, as well as through discussions with persons active in the real estate market of Moscow, St. Petersburg and other regions, we have been able to estimate an appropriate discount rate that reflects the perceived risk and required rate of return for a property such as the subject one.

The term "discount rate" is a rate of return used to convert a monetary sum, payable or receivable in the future, into present value. Thus the discount rate is used to determine the amount an investor would pay today (present value) for the right to receive an anticipated stream of payments (e.g., cash-flows) in the future.

Generally, the discount rate is the rate of return that would be required by an investor to purchase the stream of expected benefits (e.g., future cash-flows), given the risk of achieving those benefits. Risk is generally defined as the degree of certainty or uncertainty as to the realisation of expected future returns. In terms of a discounted cash-flow projection, this can be interpreted as the probability and extent to which the future projections will be realised. In other words, it is the risk of achieving the projections.

The discount rate selected must be based on the same definition of cash-flow utilised in the valuation model.

The level of yield may vary in different areas of a each region for many reasons such as condition, desirability of location, which might be related to such factors as accessibility, visibility, reputation, etc. Investors expect larger returns when investing in high-risk income properties. A discount rate, appropriate for each Property, was applied in each case;

Returns

Rental rates for commercial office and retail spaces have been projected together with capitalisation rates, for the period of the cash-flow. Sales prices for residential developments have been assessed for the reasonably expected completion dates. These figures are based on research carried out by *Cushman & Wakefield Stiles & Riabokobylko* and market information. In respect of commercial rents they are exclusive of operating expenses and VAT and have been assessed on a conservative projection of future market movements (see *market analysis* below). They therefore provide realistic minimum figures that it is anticipated can be achieved.

Market Capitalisation rates have been projected based on the assessment that the property investment market for Moscow, Saint Petersburg and the regions in general will become more sophisticated over the period and that the number of active investors will increase;

Review / Renewal Period

This is the length of the initial leases. The rents for the initial leases remain fixed for their entire term, in line with current market practices where indexation and rent reviews are not prevalent, and the rent during this period will depend upon the prevailing market rental rate in the year of completion. The assumed length of initial leases varies depending upon the property class – office leases are typically 5 years and retail leases are typically 3 to 5 years;

Vacancy Rate

Vacancy has been assumed for the duration of each project and depends upon the property class, its location, the local market and the relative merits of each anticipated project;

Operating Expenses

For commercial properties these are assumed to be paid by the tenant at cost, and they are therefore cash-flow and VAT neutral and they are not included in the cash-flow analysis. For residential properties it is also assumed that operating expenses will be passed through to residents in the form of a service charge or similar;

Security Deposit

It is common for tenants to pay security deposits in the Russian market which are held interest free by the Landlord and offset against the last relevant period of the lease. Standard levels of Security Deposit have been assumed for different property classes. These deposits are treated as financing cash-flow and will be off-settable against the final relevant period of each lease;

Debt Assumptions

In assessing the Market Value of property it has been assumed that no debt is used. There are wide variations as to the financing terms available in the as yet immature Russian property finance market and it is not therefore possible to apply standard terms.
Therefore unleveraged yields are used to provide a consistent approach;

VAT Rate

The VAT rate has been taken at the current rate of 18% introduced at the beginning of 2004. The VAT rate is of importance because although in theory VAT in Russia is immediately recoverable from the government the practice is slightly different. The VAT paid on construction and other development costs is considered a VAT credit account in favour of the landowner. VAT on future rents can be retained and offset against the VAT account until it

is zeroed out. This has a significant effect on cash-flow. For the purchase of existing properties VAT is payable in respect of that part of the purchase price apportioned to building improvements. VAT is not payable in respect of the part (or whole) of the purchase price that relates to the land plot (or land lease).
It has been assumed that all of the costs in association with the development of the project will be subject to VAT and also that all of the tenants (where appropriate) will be VAT paying. Where applicable the current VAT credit account has been taken into account – depending upon the tenure of the property. I.e. freehold property sales are subject to VAT, but sales of shares in a company are not. For the purposes of this valuation all properties have been assessed on a freehold basis as opposed to the existence of any SPVs;

VAT Inflation Loss

The VAT credit account is rouble denominated whereas rents are receivable in dollars. A factor is used to take account of annual losses to the VAT credit account balance, which is non-interest bearing, due to inflation and exchange rate movements;

Cash Reserve

A contingency account against future capital expenditures is a prudent measure. Contributions to this cash reserve have been set depending on the different criteria of each proposed development;

Agent's & Brokers Fees

Standard market practice is to use brokers to lease commercial space. This has been taken into account;

Depreciation

Assessed over 50 years on a straight line basis, in line with local regulations excluding that part of the balance sheet value that relates to the underlying land value. The type of tenure affects the annual depreciation and will therefore affect the level of costs which are deductible for profit tax purposes. A sale of a freehold property results in the property being held on the balance sheet at the transaction value and usually results in a higher level of depreciation and therefore a higher level of tax deductible costs, potentially increasing income.

Where a property is held in a Special Purpose Vehicle (SPV) any sale of the shares will not affect the value of the property on the balance sheet (usually the existing depreciated construction cost) and this will ordinarily result in a lower level of depreciation. As outlined above, all of the properties in this report have been valued on the basis of a freehold sale;

Taxes

Similarly property tax is payable on the book value of any property, excluding that part that relates to the underlying land value, currently at 2.2% and the nature of the tenure will affect the overall level of property tax payable. There may also be effects on the level of other taxes payable due to the type of tenure. The standard corporate profit tax rate is currently at 20.0% and has been included in our financial analysis, i.e. taxes were deducted from the operation profits during the operation period and from capital gains due to sale of assets;

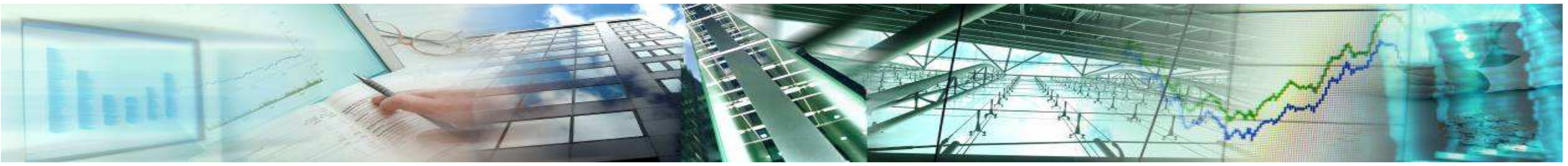
Special Assumption

The current Report and Valuation are based on the special assumption that all concepts proposed by the Company are legally possible and the proposed development schemes will be realized by the Company under current conditions and commercial terms. Therefore the Values provided are related to the size and use of the planned project, but are subject to change, the risk for which is taken into account in the discount rates applied.

SCHEDULE OF VALUES

A summary table is included below. The appendices contain information for each of the individual properties within the classes of: "Properties *held* as investments", "Properties *in the course of development*", and "Properties *held for development*".

SUMMARY TABLE

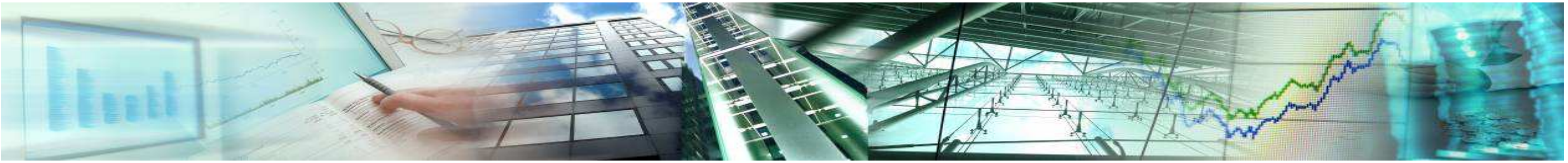


MirLand Development Corporation Assets - Overview of Market Values as at 30th of June 2009

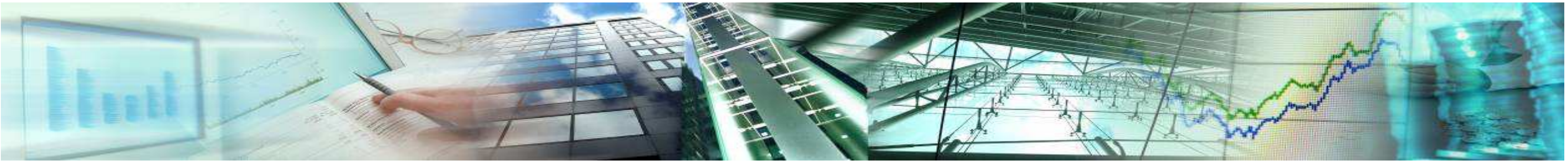
Ref.	City	Property Name and Address	Portfolio Market Value as at 30th of June 2009 (Rounded)	Percentage Owned by MirLand	MirLand Market Value as at 30th of June 2009 (Rounded)	Total sqm of Land	Projected Net Leasable / Saleable Area in sqm upon Completion (excl. Parking)	Market Value per sqm of Projected Net Leasable Area	Discount Rate	Projected Exit Date	Projected Exit Capitalisation Rate for Commercial (Uncompleted Only)	Projected Exit Sales Price (Uncompleted Only)	Projected Corporate Profit Tax on Exit Sales Price of Commercial Units (Uncompleted Only) Rounded	Projected Exit Sales Price per sqm of Net Leasable Commercial Area (Uncompleted Only)	Total Outstanding Investment (excl. VAT & Land)	Total Commercial NOI as of 2009 Market Rental Values (Assuming 100% Occupancy and Fully Completed)
001	Moscow	Hydromashservice, 2-Khutorskaya str., 38A	$68 980 000	100%	$68 980 000	12 237	18 780	$3 673	13,50%	Completed	Completed	Completed	Completed	Completed	Completed	$8 766 000
002	Moscow	MAG, 2-Khutorskaya str., 38A	$70 260 000	100%	$70 260 000	21 940	19 415	$3 619	14,00%	Completed	Completed	Completed	Completed	Completed	Completed	$9 052 000
003	Moscow Region	Western Residence, Perkhushkovo, Odintsovsky district	$80 639 000	100%	$80 639 000	225 300	65 507	$1 231	21,00%	2014	Residential	$153 248 000	Residential	Residential	$39 194 000	Residential
004	Saratov	Triumph Mall, 167 Zarubina street	$50 143 000	100%	$50 143 000	22 000	27 574	$1 818	18,00%	2011	12,00%	$99 836 000	$9 833 000	$3 621	$23 290 000	$12 350 000
005	Moscow	Skyscraper, Dmitrovskoe schosse, 1	$48 413 000	100%	$48 413 000	9 079	92 000	$526	19,00%	2015	8,50%	$656 187 000	$69 305 000	$7 132	$269 985 000	$53 810 000
006	Saint Petersburg	Triumph Park, Residential	$176 096 000	100%	$176 096 000	408 314	630 900	$279	23,00%	2012-2019	Residential	$1 642 396 000	Residential	Residential	$855 319 000	Residential
007	Saint Petersburg	Triumph Park, Trade Center	$11 253 000	100%	$11 253 000	81 663	96 000	$117	23,00%	2013/2016	10%/9%	$187 125 000	$21 411 000	$1 949	$141 846 000	$29 400 000
008	Moscow Region	Techagrocom, Kaluzhskoe Highway	$38 003 000	50%	$19 002 000	220 000	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
009	Yaroslavl	Vernissage Mall, Kalinina str.	$62 830 000	49%	$30 787 000	120 000	33 256	$1 889	14,50%	Completed	Completed	Completed	Completed	Completed	Completed	$8 766 000
010	Yaroslavl	Phase II (Remaining unimproved Land Plot of 18 ha)	$4 242 000	49%	$2 079 000	180 000	55 245	$77	25,00%	2013	11,00%	$88 765 000	$8 601 000	$1 607	$44 737 000	$10 042 000
011	Moscow	Tamiz Building	$27 351 000	100%	$27 351 000	4 500	12 218	$2 239	17,25%	2012	10,00%	$48 788 000	$3 713 000	$3 993	$5 424 000	$5 321 000
012	Moscow	Century Buildings	$77 530 000	50%	$38 765 000	5 800	22 841	$3 394	17,00%	Completed	Completed	Completed	Completed	Completed	Completed	$10 278 000
013	Kazan	Triumph House	$6 603 000	100%	$6 603 000	22 000	31 470	$210	25,00%	2013	11,00%	$70 844 000	$7 573 000	$2 251	$33 473 000	$8 645 000
014	Penza	Retail Center	$1 477 000	100%	$1 477 000	52 790	17 887	$83	25,00%	2014	10,00%	$46 956 000	$4 828 000	$2 625	$26 386 000	$4 890 000
		Total	**$723 820 000**		**$631 848 000**							**$2 994 145 000**			**$1 439 654 000**	

PROPERTIES HELD AS INVESTMENTS

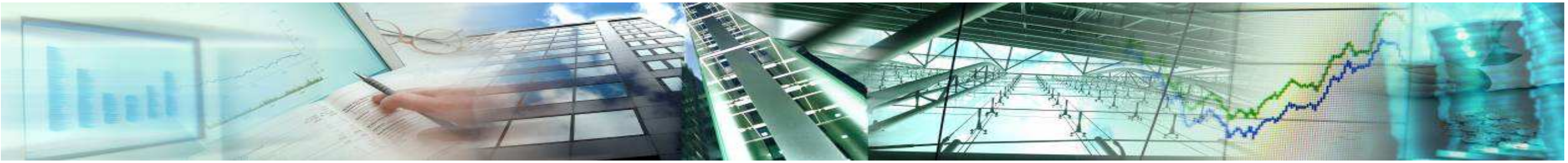
Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
"MAG" **2-Khutorskaya street, 38A** **Moscow, Russia**	The Property is located in approximately 10 minutes walking distance from the nearest metro station Dmitrovskaya. This location is in the north portion of the Moscow Novoslobodsky Business District, approximately 2 kilometres from the Third transport ring road. MAG is a former factory site containing several buildings, which have been refurbished and transformed into new class B office space. As at the date of valuation nearly all the premises were completed. According to information provided to us total leasable area is 19,415 sq. m. and 175 parking slots. As at the date of valuation there were 2,226.5 sq. m. of vacant space in the building which represents 11.47% of the total rentable area. The Property has a permanent list of tenants, bound with the Owner of the Property by long-term relations. According to the Long Term Lease Agreement #M-09-031793 of 29th of September 2006, Mashinostroenie and Hydravlika OJSC leases a land plot of 1.2879 ha until 1st of September 2055. The land plot with a total area of 1.0257 ha is held by Mashinostroenie and Hydravlika OJSC under the Decree of the Northern Administrative district of Moscow # 9590 from 19.12.2007 on the leasehold basis up to 30.11.2032.	Differing length periods.	US$8,646,095	US$9,051,750	**US$70,260,000** **US$70,260,000** for the 100% share interest held by the Company according to information provided to us.



Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
"Hydromashservice" **2-Khutorskaya street, 38A** **Moscow, Russia**	The Property is located in approximately 10 minutes walking distance from the nearest metro station Dmitrovskaya. This location is in the north portion of the Moscow Novoslobodsky Business District, approximately 2 kilometres from the Third transport ring road. Hyidromashservice is a former factory site containing several buildings, which have been practically fully refurbished and transformed into new class B office and retail (supermarket) space. As at the date of valuation the majority of the space was completed. According to information provided to us total leasable area is 18,780 sq. m., of which 9,703 sq. m. or 51.67% are not leased and 175 parking places. The Property has originally been constructed and used as an industrial premise in the former century. The Company did not provide us with any information regarding the age of the Property. The building improvements are owned by Hydromashservice LLC according to ownership certificates provided by the Company. According to the Amendment Agreement No.5 of 29.09.2006 to the land lease agreement # M-09-025311, dated 28.11.2003, Hydromashservice LLC leases a land plot of 1.2237 ha.	Differing length periods.	US$8,626,119	US$8,765,775	**US$68,980,000** **US$68,980,000** for the 100% share interest held by the Company according to information provided to us.

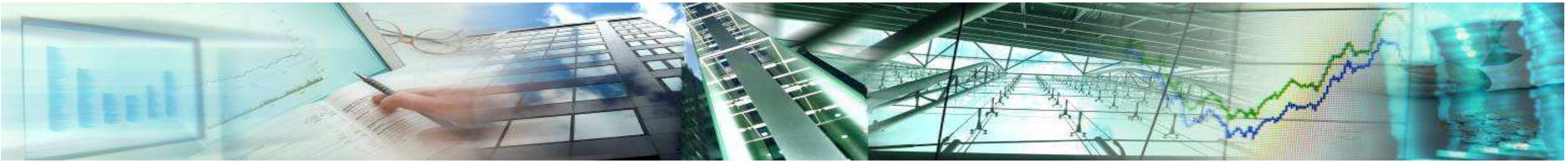


Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
"Century Buildings" **2-Khutorskaya street, 38A** **Moscow, Russia**	The Property is located in approximately 10 minutes walking distance from the nearest metro station Dmitrovskaya. This location is in the north portion of the Moscow Novoslobodsky Business District, approximately 2 kilometres from the Third transport ring road. The property is represented by a Class B office building with a total leaseable area of 22,841 sq. m. located on the land plot with the total area of 0.58 hectares. There are 18,322 sq. m. or 80.22% vacancy in the building. Currently the building is offered on the market for lease. The land plot is held in the leasehold and the building is held in the freehold.	Differing length periods.	$10,537,362	$10,278,450	**US$77,530,000** **US$38,765,000** for the 50% share interest held by the Company according to information provided to us.
"Vernissage Mall" **Moskovskoye Shosse & Kalinina street** **Yaroslavl Region, Russia**	The Property is represented by a modern retail complex with entertaining areas which opened on the 27th of April 2007 with a total leaseable area of 33,256 sq. m. The complex consists of one ground floor and a guest ground parking with 1,450 slots. The gross area of the Property is 40,787 sq. m. About 3,085 sq. m are vacant at present The Property is located at the intersection of Kalinina street (ring road of Yaroslavl) and Moskovskoye shosse at the border of the city of and the Yaroslavl region. The city centre (6 km) can be reached in about 15 to 20 minutes driving distance. The district is mostly residential, with a large residential micro-district in the north and individual housing surrounding the subject Property.	Differing length periods.	US$8,765,973	US$8,765,973	**US$62,830,000** **US$30,787,000** for the 49% share interest held by the Company according to information provided to us.

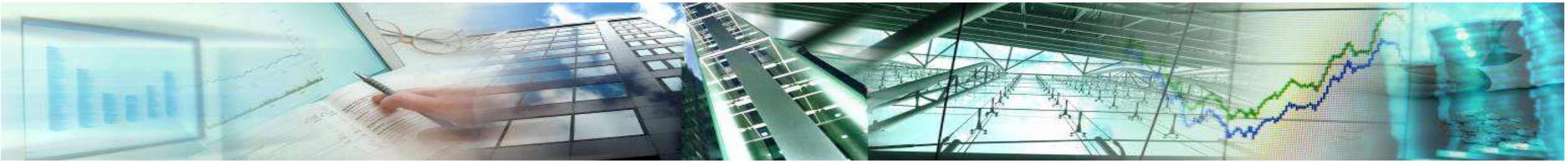


Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
	The Property answers all European standards in terms of technical and engineering conditions as well as in terms of management services. The Mall has a list of prestigious tenants bound with the Owner of the Property by long-term relations. The tenure of the land plot (12 hectares in size) is freehold (according to the Ownership Certificate 76-AA #170178). The remaining land area of 18 hectares is reserved for future development (see "Yaroslavl: Phase II").				

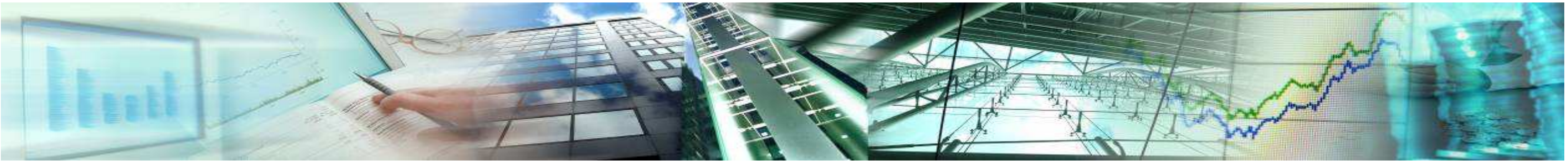
PROPERTIES IN COURSE OF DEVELOPMENT



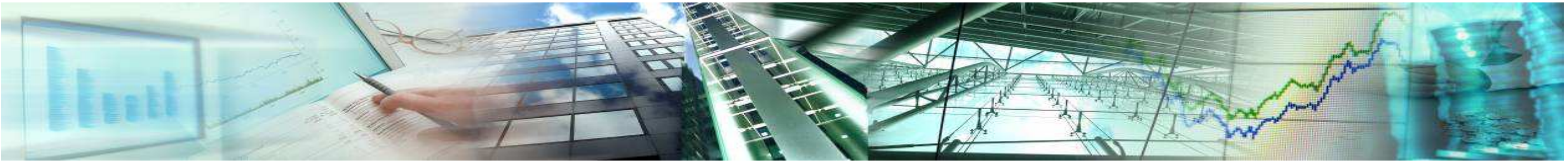
Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
Western Residence **Perkhushkovo Odintsovo District** **Moscow Region, Russia**	The Property is represented by two adjacent land plots with a total area of 22.53 ha: Land plot #1 with a total area of 10.57 ha; Land plot #2 with a total area of 11.96 ha The Property is in course development and is intended to provide 163 luxury homes, including about 71 town houses and about 92 business class houses of different types (according to the information provided by the Company). Apart from residential premises a managing company building with a total saleable area of 300 sq. m. and 1,570 sq. m. of saleable retail will be constructed. According to the information provided by the Company as at the date of this Report, construction of 40 cottages, 37 townhouses and one administrative building representing the 1st phase of development were 85% completed. Infrastructure and utilities were in process of connection. Following construction completion, the Company plans to dispose the residential units to end users. Total outstanding development costs are estimated at US$39,194,000 (including VAT). The Property is located in the Moscow Region in the Odintsovo district close to the Mozhayskoe shosse in approximately 15 km distance to the west from MKAD (Moscow Ring Road) and approximately five km from	Upon completion the units are expected to get sold on a single unit basis.	Upon completion the units are expected to get sold on a single unit basis.	Upon completion the units are expected to get sold on a single unit basis.	**US$80,639,000** **US$80,639,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully sold on market terms US$153,248,000)



Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
	Perkhushkovo railway station. The neighbouring land plots are characterised by housing settlements and forests. The tenure of the land plots is freehold.				
"Triumph Mall" **167 Zarubina Street** **Saratov, Russia**	The Property is represented by a land plot of 22,000 sq. m. The Property is intended for development of a retail mall including parking facilities. According to information provided by the Company as at the date of this Report, the skeleton of the building was 95% completed. In addition, prelease agreements for 60% and BTS for additional 31% of the leaseable area were signed. The planned 27,574 sq. m. of net leasable area are divided into different structures: retail gallery, retail (anchors) and retail (semi-anchors). Customer parking for 175 surface parking lots and 310 underground parking places will be further included. Total outstanding development costs are estimated at US$23,290,000 (excluding VAT). The construction started in June 2007 and is due to be over in the end of 2009. The subject Property is located at the intersection of Astrakhanskaya and Kutyakova streets in 15 minutes' walking distance from the historical centre of Saratov, near Saratov airport and Saratov railway station. The north-eastern border faces Zarubina street. Universitetskaya street is in the north-west from the site and	n/a	n/a	$12,350,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 8% for the gallery and 10% for the foodcourt.	**US$50,143,000** **US$50,143,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$99,836,000)



Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
	Astrakhanskaya street is the south-eastern frontier. The south-western border of the site is Kutyakova street. The surroundings are predominantly retail, residential and industrial premises. The tenure of the land plot of 2.2 ha is freehold.				
"Tamiz" **2-Khutorskaya street, 38A** **Moscow, Russia**	The Property is located in approximately 10 minutes walking distance from the nearest metro station Dmitrovskaya. This location is in the north portion of the Moscow Novoslobodsky Business District, approximately 2 kilometres from the Third transport ring road. The Property represents a land plot of total area of 0.45 Ha under development of an office building. According to information provided by the Company the total area of future office building is 12,218 sq. m.. The building will have 5 floors not including one mezzanine floor and a technical floor. There are 18 surface parking spaces intended for lease. At the date of valuation, all skeleton and facades construction was completed and the whole project was 85% completed, the ownership was obtained and the state permission was received. The main internal works will start in January 2010 and the whole project will be finished by September 2010. Total outstanding development costs are estimated at the level of US$5,424,000 (excluding VAT).	n/a	n/a	$5,321,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 15% (except for the fitness club unit, where we assumed zero vacancy rate.	**US$27,351,000** **US$27,351,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$48,788,000)

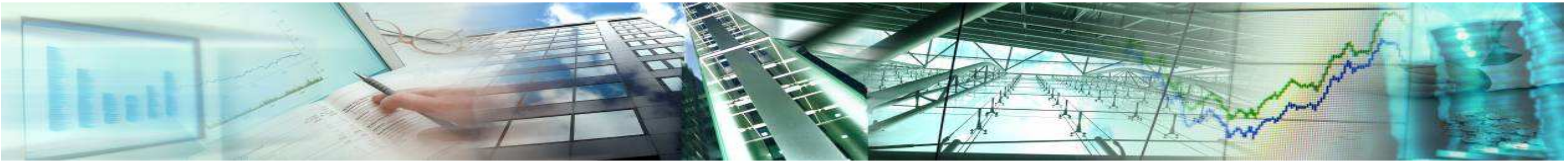


Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
“Triumph Park, Residential” and “Triumph Park, Trade Center” **30 Pulkovskoe Shosse** **Saint Petersburg, Russia**	The Property is represented by a land plot of 40.8314 hectares in total which is intended for future development of residential apartment dwellings including appertaining community buildings and parking facilities. A high-voltage power line passes the site along the eastern land plot boundaries. The power line takes a comparable small part of the land plot. The concept provided to us suggests constructing all in all 9,000 residential dwellings comprising an average saleable area of 63.5 sq. m. per apartment (571,200 sq. m. in total) in 7 phases. The quality of the apartments is split into “Economy” class of 399,840 sq. m. total area and “Comfort” class of 171,.360 sq. m. total area. The construction of the first phase including 20.0% was started in July 2008 with the consecutive phases following at a time difference of one and a half years each. Moreover, some 59,700 sq. m. net area of community buildings as well as some 7,639 underground parking spaces as well as open parking areas along the streets will be constructed as part of the Saint Petersburg Residential project. The construction started in August 2008 and will take place in 7 phases, with the last one being completed in 2017. We have been informed by the Company that there was an on-going construction of basement level for phase 1, the piles were completed for 1,137 appartments and parking	Residential: Upon completion the units are expected to get sold on a single unit basis. Commercial: n/a	Residential: Upon completion the units are expected to get sold on a single unit basis. Commercial: n/a	Residential: Upon completion the units are expected to get sold on a single unit basis. Commercial: $29,400,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 10%.	**Total Value for Residential &Trade** **US$187,349,000** **US$187,349,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully sold on market terms US$1,829,521,000)

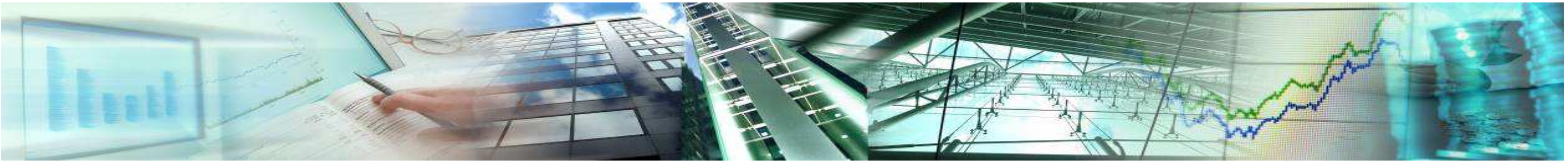
Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
	underground floor. We have also been informed that the general plan of the project was approved as well as the detailed planning. The Property is located in the second line to the main road (Pulkovskoe Shosse) connecting the Saint Petersburg airport to the city centre. The distance to the airport is approximately five km. The city centre is about 16 km away. The tenure of the land plot is freehold. Commercial part of the property is represented by a land plot of 8.16628 hectares in total and is part of 40.8314 hectares site which is intended for future development of class B office and retail space including parking facilities in three phases. It is planned to construct 60,000 sq. m. leasable area of Class B office space in one phase, about 36,000 sq, m. of retail premises in 3 phases with construction expected to start in July 2010 and the last phase being completed in June 2014. The planned retail areas are split into two different forms – street retail and shopping center. Total outstanding development costs are estimated at US$997,165,000 (together for commercial and residential parts)				

PROPERTIES HELD FOR FUTURE DEVELOPMENT

Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
"Skyscraper" **Dmitrovskoye Shosse 1B** **Moscow, Russia**	The property is represented by a land plot of 9,079 sq. m. of total area and intended for future construction of a multi-storey office building including retail areas in the lower floors. In accordance with the information provided by the Company, the project passed state Gosekspertiza, ARI was approved by the Moscow authorities and the concept design was approved by Chief Architect of Moscow. Demolition of old buildings on the site was completed. According to the concept provided by the Company the planned construction will include (all leasable area) 85,000 sq. m. of office space, 7,000 sq. m. of retail space and 1,690 underground parking spaces. Construction is expected to take place in one phase starting in April 2010 and expected to being completed in April 2015. The tenure of the land plots is leasehold. The site is located in Northern Administrative District of Moscow. The Property is confined by transportation routes of the North-Eastern part of the junction formed by Dmitrovsky lane in the North, and slip road to Dmitrovskoye Shosse in the North-East, Rizhskaya railroad line in the South and street railway depot in the West. Dmitrovskoye Shosse has four lanes each way. Both of the roots are high traffic routes. Total outstanding development costs are estimated at	n/a	n/a	$53,810,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 10.0%.	**US$48,413,000** **US$48,413,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$656,187,000)



Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
	US$269,985,000 (excluding VAT).				
“Techagrocom” **Kaluzhskoe Shosse** **Moscow Region, Russia**	The Property is represented by four land plots of 22 hectares total area. They represent a clear field. It is free from any capital constructions, however, two high-voltage power lines pass along the North-West and South-West land plot boundaries. The power lines run above a significant portion of the land plot. The Property is held for future development of a modern business park as well as a retail complex in three phases. The retail complex will be oriented towards the traffic flow along Kaluzhskoye Shosse and is expected to provide some 163,410 sq. m. of gross leasable area. Office premises will amount to 102,000 sq. m. of net leasable area and retail premises – to 61,410 sq. m. The Property is geographically situated on the territory of the Moscow Region, but in fact it is adjacent to Moscow – the land plot is located within only one kilometre from MKAD, on Kaluzhskoye Shosse representing the extension of Profsoyuznaya Street. The tenure of the land plots is freehold. Total outstanding development costs are estimated at US$209,144,000 (excluding VAT).	n/a	n/a	n/a	**US$38,003,000** **US$19,002,000** for the 50% share interest held by the Company according to information provided to us



Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
“Triumph House” **Okolnaya street, 28A** **Kazan, Russia**	The Property represents a land plot with total area of 2.2 ha intended for construction of a two-storied Home Design Centre. Mostly the site is surrounded by residential buildings from the west, south and east. From the north the Site is bounded by industrial zone. Total leasable area of the future retail centre will be 26,277sq. m., excluding underground parking for 534 lots and 465 on-roof parking slots. One part of the property (5,193 sq. m.) will be constructed for one specific owner (the Behetle Company) and will be sold to him upon construction. Construction costs will be paid gradually in course of development by the future owner. After completion the Client will get 20% benefit. This fact was taken into consideration in our models. The site is located in the Central part of Kazan on the intersection of Gorkovskoe highway, Bolotnikova street, Frunze street and Vosstaniya street. According to information provided, the Company has finally approved the land zoning and in the process of receiving of building permits for the zero cycle of construction. Construction will begin in June 2010 completed and will be finished in May 2012. Total outstanding development costs are estimated at US$33,473,000 (excluding VAT).	n/a	n/a	$8,645,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 15% for gallery tenants and zero vacancy rate for Home Center and W&B as an anchor.	**US$6,603,000** **US$6,603,000** for the 100% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$70,844,000)

Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
"Yaroslavl Phase II: Remaining Land Plot of 18 Hectares" **Moskovskoye Shosse & Kalinina street** **Yaroslavl, Russia**	The Property is represented by a land plot of approximately 18 hectares (remaining part of the Yaroslavl land plot which has not been used for the development of the Yaroslavl mall) which is unimproved as at the date of valuation. According to information provided by the Company the construction of a big box retail complex incorporating some 55,245 sq. m. of total leasable area with an entertainment zone is planned in the future. Construction is supposed to begin in October 2010 and will be completed in Q1 2012. Total outstanding development costs are estimated at around US$44,737,000 (excluding VAT). The Property is located at the intersection of Kalinina street (ring road of Yaroslavl) and Moskovskoye shosse at the border of the city of and the Yaroslavl region. The city centre (six km) can be reached in about 15 to 20 minutes driving distance. The district is mostly residential, with a large residential micro-district in the north and individual housing surrounding the subject Property. The tenure of the land plot is freehold (according to the Ownership Certificate 76-AA #170178)	n/a	n/a	$10,042,000 upon completion and assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 10% for mini and for gallery and zero vacancy rate for anchor tenants.	**US$4,242,000** **US$2,079,000** for the 49% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$88,765,000)
Penza Shopping Center	The Property represents an undeveloped land plot of approximately 5.3 ha held for construction of a hypermarket. According to information provided by the Company the	n/a	n/a	$4,890,000 upon completion and	**US$1,477,000** **US$1,477,000**

Property Address:	Description, Status and Tenure:	Terms of Existing Tenancies:	Net Annual Rent:	Estimated Net Annual Rent:	Market Value:
Sosnovka district, Penza, Russia	construction of a shopping center incorporating some 17,887 sq. m. of total leasable area is planned in the future. Construction is supposed to begin in October 2010 and will be completed in July 2012. We have been informed by the Company that the contract with the management company was in the process of signing and the concept was under development. Total outstanding development costs are estimated at US$26,386,000 (excluding VAT). The Property is located in the south-eastern district of Penza, Sosnovka district at the intersection of Izmailova Street and Antonova Street in close proximity to a developing residential district. The tenure of the land plot is freehold (according to the Ownership Certificate 58-AA #392826)			assuming 100% occupancy. For the purpose of our valuation we have assumed a structural vacancy rate of 10% for gallery with anchors having zero vacancy rate.	for the 100% share interest held by the Company according to information provided to us (Assuming built and fully let on market terms US$46,956,000)

APPENDIX TWO

OFFICE CLASSIFICATION STANDARDS

The group, consisting of Cushman & Wakefield Stiles & Riabokobylko, Colliers International, Jones Lang LaSalle, Noble Gibbons / CB Richard Ellis has been coordinating some of their data collection activities since autumn 2002 to provide consistent information to investors, developers, occupiers and press.

In order to provide accurate and consistent information, MRF has produced a set of definitions based on geographic division, terminology and building classification. The main aim of the new agreement was to establish consistent terminology and technique for classifying modern office space in Moscow and thereby providing a guideline for whole Russia into A and B class buildings.

The office classification is represented below. This Classification is adapted to modern office stock (Class A, Class B+, Class B-) only. Building to be classified as Class A, Class B+ or Class B- should meet all relevant criteria apart from 1 "Must" criterion and 4 "Optional" criteria. All buildings which do not meet the above parameters are classified as Class C buildings.

Class A	Class B+	Class B-
1. BUILDING SYSTEMS		
1.1. BMS (Building Management System)		
must	**optional**	**not applicable**
1.2. HVAC (Heating Ventilation and Air-Conditioning)		
HVAC system that provides cooling, heating and humidity control within individual premises	HVAC	
must	**must**	**optional**
1.3. HVAC capacities		
Capacity to provide 24-hour cooling in server rooms. Temperature in office areas 22-23 C_0, +/- 1C_0. Fresh air supply 60 m_3 per hour per 10 m_2 of office rentable space according to planned occupancy		
must	**recommended**	**not applicable**
1.4. Modern fire security system		
must	**must**	**must**
1.5. Elevators		
Modern high quality speed elevators of major international brands		Modern elevators for 3-storey buildings and higher
must	**must**	**must**
1.6. Maximum waiting time of lifts around 30 seconds		
optional	**not applicable**	**not applicable**
1.7. Power supply		
Two independent sources of power supply with automatic change-over or a diesel generator power supply system emergency back-up (power supply should be minimum 70 VA of the one-time electric load per 1 m_2 effective office space), UPS for emergency systems		
must	**optional**	**optional**

1.8. Security system		
Modern security system and access control (CCTV at all entrance points and parking, electronic card access, 24-hour security personnel)	CCTV at all entrance points, 24-hour security personnel Recommendation: Electronic card access	
must	**must**	**must**
2. BUILDING STRUCTURE		
2.1. Clear ceiling height 2.7-2.8 m and over		
must	**optional**	**optional**
2.2. Layout		
Open floor plates, efficient layout. Regular column grid not less than 6X6	Open floor plates for the whole or more than 50% of office rentable area, efficient layout	
must	**must**	**optional**
Recommendation Distance from windows to columns not less than 4 m at least for 90% of usable area. Floor plate not less than 1,000 m_2 and regular column grid 8X8 or 9X9 are more efficient		
2.3. Floor depth		
Floor depth not more than 18-20 m from window to window. Not more than 9-10 m from window to floor plate core, 12 m – for buildings with non-regular forms and atriums		
optional	**optional**	**optional**
2.4. Loss factor. Building loss factor not exceeding 12%		
must	**optional**	**optional**
Loss factor = 1 - $\frac{usible.area}{rentablearea}$ * 100% *Areas are calculated according to BOMA standards*		
2.5. Load bearing capacity not less than 400 kg/ m_2 and more		
must	**optional**	**optional**
2.6. Fit-out of common areas and facade finishing		
High quality materials used in fit-out of common areas and facade finishing	Quality materials used in fit-out of common areas and facade finishing	
must	**must**	**must**
2.8. Raised floors		
Building is designed for full value raised floor installation		
must*	**not applicable**	**not applicable**
* Optional for buildings delivered before 2005		
2.9. Lightning & window grid		
Modern high quality windows providing ample (good) natural lighting, rational window grid		
optional	**optional**	**optional**
3. LOCATION		
3.1. Location		
Good building location, absence of objects that can have negative impact on a building image nearby (for example functioning industrial buildings, cemeteries, dumps, prisons, etc.)		

3.2. Transport access		
Convenient vehicle and public transport access, i.e. 10-15-minute walk from the nearest metro station or an adequately organized shuttle-bus service		
must	**optional**	**optional**
4. PARKING		
4.1. Parking type		
Underground parking or multilevel parking with covered way to the building. Surface guest parking	Organized secured parking	
must	**must**	**must**
Recommendation Convenient pass for cars to parking	Recommendation: Underground parking for newly built buildings	
4.2. Parking ratio		
Parking ratio for buildings: 1) within the Garden Ring – not less than 1 space per 100 m^2 of leasable area (1/100); 2) outside the Garden Ring, within the Third Ring Road – not less than 1/80; 3) outside the Third Ring Road and within 10 km from MKAD (along-track direction to the city center) – not less than 1/60; 4) 10 km from MKAD (along-track direction to the city center) and further – 1/30-40 or more		
optional	**optional**	**optional**
5. OWNERSHIP **5.1. Single ownership (the building is not sold by floors or blocks to different owners)**		
must	**not applicable**	**not applicable**
5.2. Transparent ownership structure		
optional	**optional**	**optional**
6. PROPERTY MANAGEMENT & SERVICES		
6.1. Property management		
Professional property management company with not less than 5 buildings under management (not less than 5,000 m^2 each) or with relevant international experience	Well-organized property management	
must	**must**	**must**
6.2. Telecom providers		
At least two independent high quality telecom providers in the building		
must	**must**	**optional**
6.3. Lobby		
Efficiently organized reception area appropriate to building size, providing convenient access to the building		
optional	**optional**	**not applicable**
6.4. Amenities		
Professionally organized staff cafeteria adequate to building size and population and at least two more amenities in the building (ATM, news agency, shops, etc). Infrastructure nearby should be considered.	Staff cafeteria and other amenities in the building (ATM, news agency, dry cleaning, shops, etc). Infrastructure nearby should be considered	
must	**must**	**must**

APPENDIX THREE

PRINCIPAL TERMS AND CONDITIONS OF APPOINTMENT AS VALUERS

1. PRELIMINARY

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

1.2 The Terms of Business are to be read in conjunction with the agreement between C&W/S&R and you (the "Agreement"). In the event of any ambiguity or conflict between the Agreement and these Terms of Business, the provisions in the Agreement shall prevail. These Terms of Business and the Agreement 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.

3. BASIS OF FEES

3.1 The basis of our fees for our Services are set out in the Agreement.

3.2 When applicable, VAT shall be payable by you in addition to any fees or disbursements invoiced at the applicable rate.

3.3 You shall pay our fees in accordance with the payment schedule represented in the Agreement. Payment is due within 10 business days of the invoice date.

3.4 Where valuations are undertaken for a lender for loan security purposes and it is agreed that a Borrower will pay our fee, you shall remain primarily liable to pay our fee should such Borrower fail to meet its liabilities to us in full. Payment of our fees is not conditional upon the loan being drawn down or any of the conditions of the loan being met.

3.5 If you do not dispute with us an invoice or any part thereof within 10 business days of the date of such invoice, you shall be deemed to have accepted the invoice in its entirety.

3.6 If we are required by you to undertake additional work in relation to an instruction, you shall pay additional fees based upon our usual rates. We will notify you of the amount of such additional fees.

3.7 Where there is a change to the stated purpose for which our valuation is being commissioned and in our sole opinion we deem this to result in an increase in our liability (for example a valuation for annual accounts being used for loan security purposes), we reserve the right to charge an additional fee in accordance with clause 13.

3.8 In the event that you withdraw our instructions prior to completion of a valuation, you shall be liable to pay us for a fair and reasonable proportion of our fees and any agreed disbursements. If we have sent you a draft valuation report, such fees shall be subject to a minimum of those instalments then due under the Agreement.

Associated/Related Entities of the Client

3.10 Where we are instructed to provide Services to one of your subsidiaries or associate/related entities or should you subsequently request that another entity be substituted for you at a later stage and we are unable to seek or obtain payment of any outstanding monies for whatever reason, you shall remain primarily liable to pay those outstanding monies if the subsidiary, associate/related or other entity does not meet its liabilities in relation to the Services.

4. DISBURSEMENTS

4.1 You shall reimburse us for all reasonable disbursements incurred in the provision of the Services quarterly in arrears from the date they were incurred in accordance with terms in the Agreement. These include, for example, maps, plans, research, photography, copying of documents or plans, messenger delivery, costs of obtaining external information on companies, properties, demographic or other similar information, any reproduction, copying or other royalties incurred, additional bound copy reports, costs of external information/references obtained and key cutting, travel and subsistence expenses at their actual cost and car mileage at the standard AA scales.

5. INFORMATION RECEIVED FROM THE CLIENT

5.1 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.

5.2 Advice Assumptions

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

1. information provided as to the extent of and ownership of the property is complete and correct and that there are no encumbrances or unduly onerous or unusual easements, restrictions, outgoings or conditions attaching to the property save as specifically notified to us;
2. 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;
3. the property and any existing buildings are free from any defect whatsoever;
4. 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;
5. any building, the building services and the property services comply with all applicable current regulations (including fire and health and safety regulations);
6. the property and any existing building comply with all planning and building regulation, have the benefit of appropriate planning consent 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);
7. 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;
8. 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
9. 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.

5.3 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. STRUCTURE

6.1 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.

6.2 Measurements

All measurements are to be provided by the Client from the relevant property registration documentation. We will not carry out any physical measurements unless specifically instructed to do so.

7. CONFLICTS OF INTEREST

7.1 We have conflict management procedures in place designed to prevent us from 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 (such as 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.

8. MANAGEMENT OF THE PROPERTY

8.1 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.

9. APPRAISAL EXCLUSIONS

Delay

9.1 Where matters beyond our control cause delay to the performance of the Services we will notify you as soon as we become aware of the situation.

Basis of Valuation

9.2 Unless otherwise requested the valuation will be prepared in accordance with Russian Valuation Standards and rules and the Appraisal and Valuation Standards published by the RICS ("The Red Book") and will be prepared by Asset Valuers as defined therein. In case of any discrepancies between these standards Russian Valuation Standards and rules will have precedence.

9.3 The valuation of any property held as an investment or surplus to requirements will be on the basis of Market Value (as defined in paragraph 21.4 hereof). Each Property should be valued separately and not as part of a portfolio and the Report will include long form reports on each of the Properties including detailed working assumptions and excel sheets used in preparation of such reports. The Consultant should also indicate the "Net Annual Rent (as defined in appendix 1 to the Listing Rules of the UK Listing Authority) and "Estimated Net Annual Rent" (as defined in the Red Book) of the Properties in current market conditions. Any properties primarily occupied by the owner of those properties or their subsidiaries will be valued on the basis of Existing Use Value (as defined in paragraph 21 hereof).

In addition, the Report shall include the Consultant's opinion of the Market Value of the Properties, taking account of any discount or premium reflecting the fact that the Properties are contained within a single portfolio. The valuation report shall disclose the gross development value, net asset value and the net asset value less the appropriate developers profit.

Furthermore, the Report should take into account of, and contain, all the information required by paragraph 130 of the Committee of European Securities Regulators' ("CSER") recommendations dated January 2005 (Ref: CSER/05-054b).

Whilst the Consultant is asked to assume that values will remain static during the period commencing on the date of the issue of its Report and until the date of Admission, the Consultant is asked to give consideration to those property aspects that are genuinely known to the market as likely to become of material relevance for the rental and investment market for properties of the type and location that are typically found within the portfolio during the 6 months following the date of the valuation and to write a brief commentary on those aspects. The Consultant is not asked to value forward, but to comment on the future direction of the market.

In providing the valuation, the Consultant shall carry out inspections of all of the Properties.

All assumptions upon which the valuation is based must be clearly set out in the Report.

9.4 Any property which is classified as "specialised" or which has been subject to specialist adaptation works may need to be valued on the basis of Depreciated Replacement Cost (as defined in paragraph 21.2 hereof). This value will be caveated as being subject to the directors of the owning company being satisfied that there is adequate potential profitability of the business compared with the value of the total assets employed.

9.5 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 asked to reflect costs by the client (as required under FRS15), these will be stated separately.

Tenure and Tenancies

9.6 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 any local land registry office (where any such office exists).

9.7 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.

Covenant

9.8 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.

9.9 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.

9.10 Any appraisal figures provided will be exclusive of VAT.

9.11 In instances where we are instructed to provide an indication of current reinstatement costs for fire insurance purposes, this is 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.

10. PLANNING REGULATIONS

10.1 Unless specifically instructed in writing to make formal searches with the relevant local planning authorities, we shall rely in the provision of our Services on the information provided informally by the relevant planning authority or its officers or by you or your advisors to us. 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.

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

11. TERMINATION BY NOTICE

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

11.2 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 reasonable expenses or disbursements incurred by us or to which we are committed at the date of termination.

12. PROFESSIONAL LIABILITY

12.1 Subject at all times to the provisions in these Terms and Conditions and the Letter, we shall not be liable 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 in respect of:

12.1.1 any direct loss of profit;

12.1.2 any indirect, special or consequential loss whatsoever howsoever caused including without limitation:

(i) indirect loss of profit; (ii) loss of business; (iii) loss of goodwill; (iv) loss of use of money; and (v) loss of opportunity, and the parties agree that the sub-clauses of this clause shall be severable.

12.2 Subject at all times to the provisions in these Terms and Conditions and the Letter, we shall not be liable to you in negligence for pure economic loss arising in connection with the performance or contemplated performance of the Services.

12.3 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.

12.4 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.

12.5 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.

12.6 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 twenty times the fee paid for each instruction accepted.

12.7 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.

12.8 To cover any liability that might be incurred by us, we confirm that we will maintain professional indemnity insurance through the Lloyds and company insurance market, so long as such insurance is available at commercially acceptable rates and terms, with insurers of good standing and repute of not less than £10 million on an each and every claim basis.

12.9 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.

12.10 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, to named parties, subject to the following minimum fees:

	First Extended Party	Second & Subsequent Extended Parties
For the first £1m of reported value	0.075%	0.025% per party
Thereafter	0.035%	0.015% per party

These fees are exclusive of VAT & expenses (including the cost of readdressing the report) and are subject to a minimum fee of $750. Should additional work be involved, over and above that undertaken to provide the initial report, we may make a further charge although we will agree this with you before commencing the work.

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.

12.11 Where you provide a copy of and/or permit another party or parties to rely upon our valuation report without obtaining our express written consent (in accordance with clause 12.10 above), you agree to indemnify us for any and all liability which arises from the use of or reliance upon our report by such unauthorised party.

12.12 Save where we have consented to another party or other parties relying on the valuation report in accordance with clause 12.10, 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 12.6) which arises from their use and/or reliance on the valuation report.

13. QUALITY OF SERVICE

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

14. QUALITY CONTROL

14.1 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.

14.2 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.

14.3 All our valuation reports are signed by a Board Member 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 $30m or over, the valuer is required to present and explain his methodology to another member of the Valuation Advisory Team.

14.4 Where we are undertaking a Regulated Purpose Valuation (see 14.1 above) we are required by the RICS to state all of the following in our report:

14.4.1 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;

14.4.2 The extent and duration of the relationship between you and us;

14.4.3 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:
less than 5%; or
if more than 5%, an indication of the proportion within a range of 5 percentage points;

14.4.4 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 14.4.3 above.

15. DATA PROTECTION

15.1 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.

15.2 We may share, for the purpose of the provision of the Services and on a need to know basis only, 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.

16. MONEY LAUNDERING REGULATIONS

16.1 Pursuant to requirements of Russian law on money laundering 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.

17. ELECTRONIC COMMUNICATIONS

17.1 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 unauthorized 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.

18. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

18.1 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.

18.2 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.

18.3 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.

18.4 We may make the approval of any mention of our Services subject to the payment of an additional fee to cover additional work and professional liability.

18.5 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

19. THIRD PARTIES RIGHTS AND ASSIGNMENT

19.1 Except as expressly provided otherwise no term of the Agreement or these Terms of Business is intended to confer a benefit on or to be enforceable by any person who is not a party to the same.

19.2 Except as expressly provided otherwise 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 or delayed.

20. GENERAL

20.1 If any provision of the Terms of Business 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 of Business and the remainder of such provision shall continue in full force and effect.

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

20.3 The Agreement and these Terms of Business shall be governed by and be construed in accordance with English Law.

21. BASES OF VALUATION

Our valuation advice will be prepared in accordance with one or more of the following bases of valuation as defined in the Practice Statements of the Red Book (“PS”), as appropriate:

21.1 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.”

21.1.1 Trading Related Valuations

Where appropriate, such properties will be valued on the basis of Market Value as a fully equipped operational entity, having regard to trading potential.

Where we are instructed to value an operational property having regard to it’s trading potential (such as self storage properties, hotels and marinas), we will take account of any trading information provided to us. The valuations will be based on our opinion as to future trading potential and the level of turnover and net operating income likely to be achieved.

The valuations will be made on the basis that the properties will be sold as a whole including all fixtures, fittings, stock and goodwill. The new owner would normally engage the existing staff and the new management would expect to take over 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 plus all operational permits and licenses.

Unless made clear to the contrary in our report, the valuations will reflect our opinion that all goodwill for the properties is tied to the land and buildings and does not represent personal goodwill to the operator.

Our valuations will be based on the information which either the operator has supplied to us or which we have obtained from our enquiries (including full detailed trading information in relation to each trading property). We will rely on this being correct and complete and on there being no undisclosed matters which would affect our valuation.

21.2 Depreciated Replacement Cost

PS 3 Appendix 3.1 states that Depreciated Replacement Cost (DRC) is recognized as an acceptable method of estimating Market Value where more reliable methods, such as market comparison or an income (profits test), cannot be applied. The valuer must be satisfied that it is not practicable to prepare a valuation by any other method before relying solely on depreciated replacement cost.

DRC is based on an estimate of the value of the land, plus the current gross replacement (reproduction) costs of the improvements, less allowances for physical deterioration and all relevant forms of obsolescence and optimization.

21.3 Market Rent

PS 3.4 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."

21.4 Existing Use Value

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 it's Market Value to differ from that needed to replace the remaining service potential at least cost."