



29th July 2010

Declaration of Acceptance

Dr. Julius F. Reiter, (Liquidator of DUBAI DIREKT FONDS GmbH & Co. KG),
Benrather Schloßallee 101
40597 Düsseldorf, Germany

and

DUBAI DIREKT FONDS II GmbH & Co. KG,
Attn: Thomas Winkmann,
Bonner Straße 323,
50689 Köln, Germany

Dear Sirs

Agreement between Dubai Direkt Fonds GmbH & Co. KG ("DDF") and Dubai Direkt
Fonds II GmbH & Co. KG ("DDF II") dated 20/07/2010 - Declaration of Acceptance

We, Messrs. DAMAC Properties, having been made aware of the content of the
agreement between DDF and DDF II dated 20 July 2010 (The Agreement) do herewith
accept and acknowledge the following:

- (1) That the sale and purchase agreements listed in Annex 3 to the Agreement
have been concluded between DAMAC and DDF II. They only accidentally
show DDF as a party effectively constituting a falsa demonstratio non nocet.
We confirm that DDF shall neither be entitled nor committed in connection
with these 162 sale and purchase agreements listed in Annex 3. We undertake
to conclude new contract papers with DDF II in which DDF II will be named
as contract party.

DAMAC

(2) That as per paragraph 2 of the Agreement we will re-allocate the 21,719,680.00 AED received from IWuS to projects belonging to the DDF portfolio (69 sale and purchase agreements according to Annex 2 of the Agreement) as well as to re-allocate the 11,620,701.00 AED received from Balance AG to projects belonging to the DDF II portfolio (162 sale and purchase agreements according to Annex 3 of the Agreement) by way of allocating the balance of AED 10,098,979.00 from DDF II to the DDF portfolio.

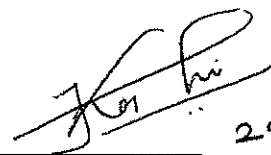
(3) That we will allocate the balance amount of AED 10,098,979.00 dedicated to the DDF portfolio in accordance with Annex 4 of the Agreement.

We undertake to do everything necessary and to sign and execute every required document in this respect and/or to cause any of our respective and responsible subsidiaries to do everything necessary and to sign and execute every required document in this respect in order to effectively give meaning to the above accepted items.

For the avoidance of doubt, this Declaration may not constitute in any way a waiver of any accrued penalties for late payments and we expressly reserve the right to claim such penalties in accordance with the sale and purchase agreements.

Seal:

Date, Signed


29/07/2010

Date, Signed

