

التاريخ ٢٠٠٨/٦/١

المرجع ٩٧١/م س / د م / ٢٠٠٨

Ms. Fahima Al Bastaki
Manager – Listing & Disclosures
Dubai Financial Market

عناية السيدة / فهيمة البستكي
مدير إدارة الإدراج و الإفصاح
سوق دبي المالي

Greeting,

تحية طيبة وبعد،،

**Subject: Purchase of Sky Gardens
Tower at DIFC**

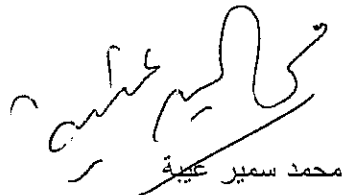
With reference to the above subject, and following to our letter to DFM (Ref. 955/MS/DFM/2008) dated 7/5/2008, we would like to disclose that Amlak Finance was not able to complete the purchase of Sky Gardens successfully due to First Dubai Real Estate Development Company's (a subsidiary of Al Mazaya Holding Company) inability to honor the terms and conditions stipulated in the signed MOU. As a result, Amlak Finance will be seeking the refund of the down payment made and the penalties arising on the Seller as per the serviced legal notice attached herewith.

الموضوع: شراء مشروع سكاي جاردنز الواقع في
مركز دبي المالي العالمي

بالإشارة إلى الموضوع أعلاه، وعطفاً على كتابنا (مرجع: ٩٥٥/م س/د م/٢٠٠٨) بتاريخ: ٢٠٠٨/٥/٧، نرجو الإفادة بأن أملك للتمويل لم تتمكن من اتمام صفقة شراء سكاي جاردنز بنجاح بسبب إخفاق شركة دبي الأولى للتطوير العقاري (شركة تابعة لشركة المزاي القابضة) بالوفاء بالتزاماتها المحددة في مذكرة التفاهم الموقعة معها، وبناء عليه سنقوم أملك للتمويل بالمطالبة بالدفعة الأولية إضافة إلى التعويضات المتوجبة على البائع طبقاً لمذكرة التفاهم الموقعة والمستحقة كما هو موضح في الإخطار القانوني المرفق.

With kind regards,

مع وافر التقدير والاحترام،،


محمد سمير غيبة

نائب الرئيس – للشؤون القانونية

أمين سر مجلس الإدارة

Mohammad S. Ghebeh
VP Legal & Company Secretary



Chief Executive Officer

31 May 2008

First Dubai Real Estate Development Company K.S.C.C.
C/O Al Mazaya Holding Company
P.O. Box 116488
Dubai, UAE

"Dear Sirs,

Sky Gardens Project

We refer to the Memorandum of Understanding executed between us regarding the sale of part of the Sky Gardens Tower ("the Area") dated 1st May 2008 ("the MOU").

Under clause 8 of the MOU the Parties agreed to work together to complete a Definitive Agreement (as defined in the MOU) by 31st May 2008.

We refer also to our letter dated 29th May 2008 attaching the draft Definitive Agreement and our cheque in settlement of the balance amount due on signing the Definitive Agreement, as detailed therein.

Notwithstanding the above, you have failed to execute the Definitive Agreement and have therefore failed to complete the transaction as provided for in the MOU. Accordingly, under the terms of clause 7 of the MOU, you are obliged to return the sums paid by us to date together with an additional amount of AED 82,000,000 (eighty-two million) by way of agreed penalty ("the Penalty").

We hereby request a refund of the sums previously paid plus the Penalty within 7 days of the date of this letter. Upon receipt of payment, but not before, this MOU shall lapse and you shall be free to deal with the project as you deem fit.

Please note that any failure to comply with your obligations under the terms of the MOU will necessitate the matter being referred in the first instance to the appropriate legal authorities and ultimately to the appropriate Courts.

Yours Sincerely,

Arif A. Alharmi
Chief Executive Officer