[*To be printed on the letterhead of the Owner*]

[Insert Date]

Dubai Development Authority

Zoning Affairs

P.O. Box 478844

Dubai, UAE

Dear Sirs,

Project: [*Insert name of the Project*] (the “**Project**”)

Subject: Replacement of Contractor.

Tracking No: [*insert tracking number*]

(Insert Owner’s Name), being the developer of the Project as per the building permit number (*insert building permit number*), hereby notifies you of the following:

1. We have initially appointed [*insert name of the old contractor*] (the “**Contractor**”) as consulting engineers for the Project.

2. Due to a dispute with the Contractor, (Insert Owner’s Name), have decided to terminate, at its sole risk, the services of the Contractor and appoint [*insert name of the new contractor*] as the new consulting engineer (the “**New Contractor**”) for the Project and hereby confirms that the New Contractor has accepted such appointment. To that effect, we confirm that the termination of the Contractor was in accordance with the terms of the Consultancy Services Agreement entered into with the Contractor in relation to the provision of the [*insert type of services*] services for the Project (the “**Contract Agreement**”), and that the termination and change of the Contractor is necessary for the proper and timely completion of the Project.

Accordingly, (Insert Owner’s Name) hereby acknowledges and undertakes as follows:

1. It is (Insert Owner’s Name) sole responsibility to pay any and all amounts to the Contractor due in consideration for services rendered by the Contractor till the effective date of termination in addition to any other amounts that may be due and payable to the Contractor up to the date of termination under and pursuant to the Consultancy Service Agreement and (Insert Owner’s Name) undertakes to pay any and all such amounts without delay. In the event where the dispute with the Contractor is not settled amicably for any reason whatsoever and is referred to dispute resolution (whether through the courts or arbitration), then (Insert Owner’s Name) acknowledges its responsibility and undertakes to pay any and all amounts that are awarded to the Contractor pursuant to a final and binding award/judgment in addition to fully implementing and executing the relevant award/judgment.

2. (Insert Owner’s Name) hereby agrees and undertakes to fully indemnify and keep indemnified the Dubai Development Authority and affiliates from and against any and all actions, losses, proceedings, costs, damages, expenses (including all legal fees), claims incurred and costs of any nature whatsoever arising from or incidental to the termination and replacement of the Contractor or any misrepresentation or breach by (Insert Owner’s Name) of any of its acknowledgements and undertakings hereunder. The obligations of (Insert Owner’s Name) under this paragraph shall be in addition to any liability which Dubai Development Authority may otherwise have.

3. The representations, warranties, undertakings, indemnities and other statements contained herein or made by or on behalf of (Insert Owner’s Name) pursuant hereunder shall remain in full force and effect shall survive the completion of the Project for a period of ten (10) years.

4. Further, (Insert Owner’s Name) agrees to assume any and all liabilities for proceeding with replacing the Contractor with the New Contractor without the approval of the Contractor and acknowledges that it has complied in this respect and it shall at all times comply with all the applicable laws and regulations.

5. This document shall be binding upon (Insert Owner’s Name), its subsidiaries, affiliates, successors, assigns and representatives. (Insert Owner’s Name) shall procure that its subsidiaries, affiliates, successors, assigns and representatives comply with and implement the terms and undertakings hereunder.

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[*Insert name and title of authorized signatory*]

For and on behalf of

(Insert Owner’s Name)