

**CONFIRMATION AND ACKNOWLEDGMENT AGREEMENT  
(EAGLE RIDGE FORT MCMURRAY BUILDER Approval)**

**BETWEEN:**

**CENTRON RESIDENTIAL CORPORATION**, a body corporate  
with an office at the City of Calgary, in the Province of Alberta

(hereinafter called "Centron")

-and-

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(hereinafter called the "Purchaser")

-and-

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(hereinafter called the "Builder")

WHEREAS the Purchaser has requested the Approval from Centron to allow the Builder to construct a home or other related improvements (the Residence) upon certain Lands more specifically described in the Lands legally described as:

Plan \_\_\_\_\_  
Block \_\_\_\_\_  
Lot \_\_\_\_\_

(hereinafter called the "Land");

AND WHEREAS Centron has agreed to provide its Approval (the Approval) allowing the Builder to construct the Residence upon the said Lands drawn on behalf of the Purchaser (the Residence);

NOW THEREFORE, it is agreed for valuable consideration, the receipt of which is hereby acknowledged by the Purchaser, Centron and the Builder each and all of the collective parties agree as follows:

1. In accordance with and subject to the terms, covenants and conditions of this Agreement, Centron does hereby grant its Approval of the Builder to construct the aforesaid Residence for and on behalf of the Purchaser;
2. The Purchaser covenants and agrees to ensure the Builder constructs the Residence in accordance with the guidelines and requirements as set out in a Purchase and Sale Agreement made between Centron and the Purchaser and in a manner and on terms satisfactory to Centron inclusive of but not limited to:
  - (a) The requirement of the Builder and/or the Purchaser to comply with the terms of all architectural and/or related guidelines;
  - (b) The request of the Builder and/or the Purchaser to repair any and all damages to infrastructure resulting from construction of the Residence.
3. The Purchaser acknowledges that the Approval of the Builder shall not constitute any covenant or representation by Centron as to the adequacy of the Builder to construct the Residence for and on behalf of the Purchaser and the Purchaser specifically releases Centron from any claim or action of any nature of kind relating to the Builder's obligations to the Purchaser or any default relating thereto. In furtherance of this provision, the Purchaser acknowledges and represents to Centron that the Purchaser is jointly and severally obligated with the Builder to complete on its own behalf all obligations relating to the construction of the Residence in accordance with the requirements of Centron;
4. The Builder acknowledges that this Confirmation and Acknowledgment Agreement (Agreement) shall not constitute any representation covenant or other agreement by Centron as to the ability of the Purchaser to perform its obligations to the Builder and the Builder specifically releases Centron from any claims or actions relating thereto;
5. In furtherance of this Agreement and in accordance with the terms and conditions herein contained the Builder and the Purchaser do jointly and severally agree to indemnify Centron from any claims, actions, loss or

damages which Centron may now or hereinafter suffers as a result of or in any way related to the terms of this Agreement and/or the construction of the Residence therein referenced. It is further understood and agreed that the aforescribed indemnity shall not be limited to any security deposit provided by the Purchaser or the Builder.

6. In the event of breach by the Builder or the Purchaser with the terms of this Agreement as determined by Centron, the Approval of the Builder herein may be revoked by Centron and the Builder shall on written demand by Centron not proceed with further construction of the Residence other than on terms satisfactory to Centron and in accordance with the conditions and requirements of Centron as determined by Centron from time to time;
7. In the event Centron elects not to allow the Builder to continue and revoke its consent herein provided in that event, Centron shall advise the Purchaser and the Builder and the Purchaser shall take such steps as Centron may require from time to time to ensure construction of the Residence in accordance with the terms of this Agreement;
8. This Agreement may be assigned by Centron but shall not be assignable by the Builder or the Purchaser without the prior consent in writing from Centron;
9. In all respects, time shall be of the essence of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CENTRON RESIDENTIAL CORPORATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Builder**