

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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811203746

ORDER NUMBER: 31402257

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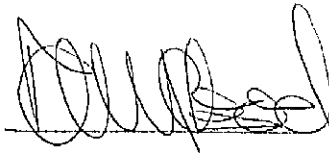
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Canada }
 Province of Alberta }
 To Wit: }
 J. Roderick J. McLeod
 of the City of Calgary
 in the Province of Alberta
 Solicitor
 make oath and say as follows:

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the City
 of Calgary
 in the Province of Alberta
 this 28th day of October
 1981



Sara J. Lauder
 A Commissioner for Oaths
 in and for the Province of Alberta

Sara J. Lauder
 My commission expires May 4th, 1983.

81 - 1 205746

RE 1981

Lot 9, Block 4, Plan 8010118

Caveat

Plumtree Printing Ltd., Calgary

I certify that the within instrument is duly
 Entered and Registered in the Land Titles
 Office for the South Alberta Land Registration
 District of Calgary, in the Province of Alberta

Registers
 A.L.R.D.

McLeod Conner
 Barristers and Solicitors
 #330, 11012 Macleod Trail South
 Calgary, Alberta

Solicitor's File No. 1-1288-9

Canada }
 Province of Alberta }
 To Wit: }
 J.
 of the of
 in the Province of Alberta
 make oath and say as follows:

1. I am the within Caveator.
2. I believe that I have a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the
 of
 in the Province of Alberta
 this day of
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A Commissioner for Oaths
 in and for the Province of Alberta

Caution Forbidding Registration

To the Registrar of the South Alberta Land Registration District.

Take Notice that BRINCOR MANAGEMENT LTD., a body corporate, having an office in the City of Calgary

XX in the Province of Alberta,

Occupation

claims an interest by virtue of the terms and conditions of an Offer to Purchase and Interim Agreement dated the 31st day of March A. D. 19 81, and entered into between BRINCOR MANAGEMENT LTD. as Vendor, and TOWER CONSTRUCTION LTD. as Purchaser a copy of which is attached hereto,

LOT NINE (9)

BLOCK FOUR (4)

PLAN 801011B

EXCEPTING THEREOUT ALL MINES AND MINERALS,

as more particularly described in certificate of title 811059125 standing in the register in the name of TOWER CONSTRUCTION LTD.

and it forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

At Appoints McLEOD CONNER, Barristers and Solicitors, #350, 11012 Macleod Trail South, Calgary, Alberta

as the place at which notices and proceedings relating hereto may be served

Dated this 28th day of October, 1981.

BRINCOR MANAGEMENT LTD. by its solicitor and agent, McLEOD CONNER

Per:


Roderick J. McLeod

BEL-AIRE ESTATES

OFFER TO PURCHASE AND INTERIM AGREEMENT

1. OFFER AND PROPERTY DESCRIPTION

The undersigned (the "Purchaser") hereby offers to purchase from Brincor Management Ltd. (the "Vendor"), the parcel of land bearing the legal description:

Lot Nine (9)

Block Four (4)

Plan 8010118

as illustrated on an outline plan of subdivision prepared by Renton and Partners, a sketch of said plan of subdivision being attached hereto as Schedule "A" (the said Lot outlined in red being hereinafter referred to as the "subject Lot") excepting thereout all mines and minerals and the right to work the same, subject to the reservations and exceptions contained in the existing Certificate of Title.

2. PRICE AND METHOD OF PAYMENT

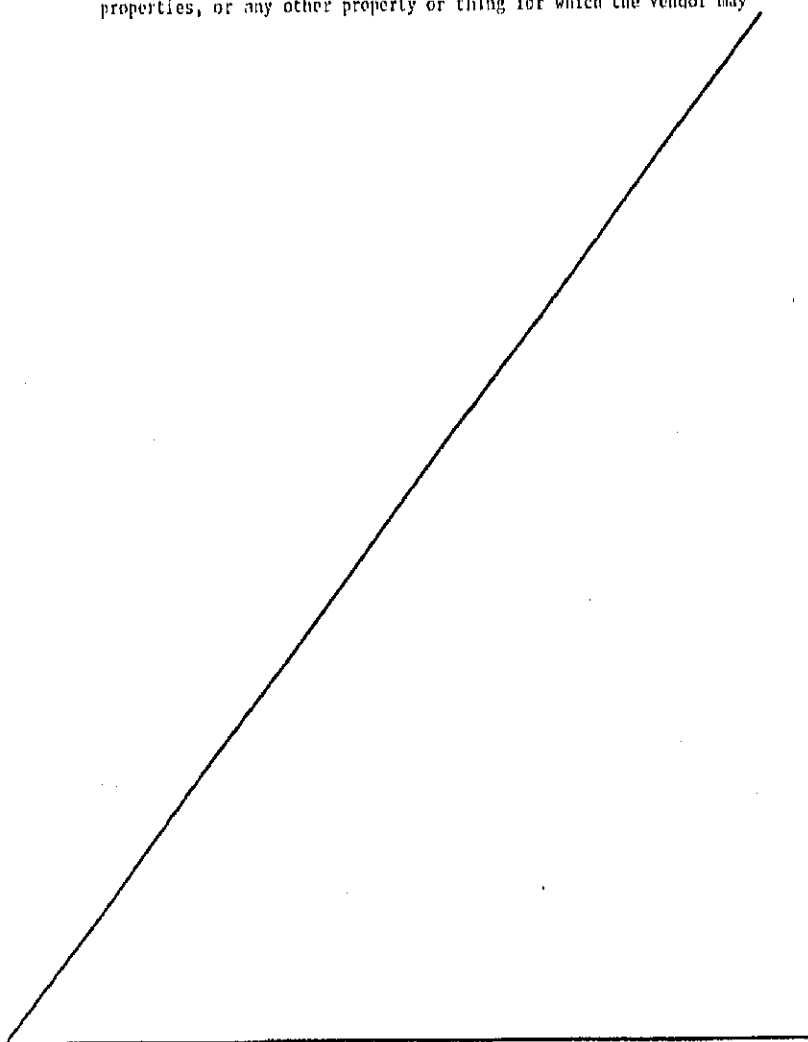
The purchase price of the subject Lot shall be ONE HUNDRED EIGHTY-FOUR THOUSAND (\$184,000.00) DOLLARS payable by the Purchaser to the Vendor on or before April 1st, 1981, by certified cheque or solicitor's trust cheque made payable to McLeod Conner, Barristers and Solicitors, solicitor for the Vendor, or to such other law firm as is designated by the Vendor.

4. PERFORMANCE BOND - DAMAGE DEPOSIT

The Purchaser also agrees to deposit with the Vendor the additional sum of FIVE THOUSAND (\$5,000.00) DOLLARS on the issuance of a building permit for the construction of a home on the subject Lot, said sum to be held by the Vendor as a performance bond - damage deposit, said sum to be used by the Vendor to rectify any damage done

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by the Purchaser, his contractors, sub-trades, agents, employees or any other party acting under the express or implied authority of the Purchaser, to the streets, sidewalks, utilities, services, adjoining properties, or any other property or thing for which the Vendor may



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be called upon to repair, replace or remove; or to be used by the Vendor to rectify a violation of the restrictive covenant, a copy of which is attached hereto as Schedule "B"; to be used by the Vendor to rectify any failure on behalf of the Purchaser to strictly comply with the architectural control and building guidelines as set out in Schedule "C" attached hereto.

- (a) In the event the FIVE THOUSAND (\$5,000.00) DOLLARS damage deposit is insufficient to pay for any damage referred to above, then within Ten (10) days of the Vendor notifying the Purchaser of any expenses incurred exceeding FIVE THOUSAND (\$5,000.00) DOLLARS, the Purchaser shall pay to the Vendor the said amount. If the Purchaser refuses, neglects, or omits to pay the amount demanded within the Ten (10) day period, the Purchaser agrees that such default shall give the Vendor a caveatable interest in the subject property and the Vendor shall be allowed to register a Caveat as an unpaid Vendor and be entitled to take every and all proceedings against the Purchaser which the Vendor may have at law or in equity to recover funds spent on the Purchaser's behalf plus interest at the rate of Twenty (20%) Per Cent per annum.
- (b) The Vendor agrees to hold the deposit funds in an interest bearing trust account for the Purchaser's credit and as soon as it is possible or practicable, and the Vendor has received evidence from the

CSB

Purchaser that the requirements of Schedule "B" and "C" have been complied with fully and exactly by the Purchaser, his contractors, sub-trades, agents, employees or any other party acting under the express or implied authority of the Purchaser, the Vendor shall provide a statement setting out the amount of money owing the Purchaser, or, as the case may be, the amount of money owing the Vendor. The indebted party shall have Ten (10) days from the date to tender full payment of the balance noted in the statement.

~~5. CONDITIONAL ACCEPTANCE~~

~~The acceptance of this offer by the Vendor is conditional on the Vendor obtaining subdivision approval and if the Vendor has not notified the Purchaser within Six (6) months from the date of the acceptance of this offer by the Vendor that the Vendor is able to convey title to the lot to the Purchaser, the Vendor shall pay to the Purchaser an amount equal to any amounts paid by the Purchaser to the Vendor pursuant to Paragraph 2(a) and 2(b) and Paragraph 4, and this offer and acceptance thereof shall immediately terminate.~~

6. DEVELOPMENT/CONSTRUCTION TIMETABLE

The Purchaser acknowledges that it is the Vendor's intention to have all the lots in this development fully developed and dwellings to be constructed on the subject lots to be completed in their entirety, including landscaping, within Two (2) Years

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of the date of the Vendor delivering a Transfer of Land to the Purchaser. The Purchaser hereby grants to the Vendor the option to repurchase the Lot for ninety (90%) percent of the purchase price from the Purchaser if the Purchaser has not constructed a dwelling house thereon within Two (2) years of the date that the Vendor delivered a Transfer of Land to the Purchaser or the Purchaser's solicitor. Any transfer of any interest in the Lot shall be subject to this option, and the Vendor shall be entitled to file a Caveat against the title to the Lot to protect this interest.

7. ADJUSTMENT DATE

Adjustment for taxes shall be April 1st, 1981.

8. POSSESSION DATE

Possession shall be granted to the Purchaser by the Vendor when the entire purchase price is paid to the Vendor and the Purchaser has executed an option to repurchase the Lot pursuant to paragraph 6 hereof as so requested by the Vendor.

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9. RESTRICTIVE COVENANT/ARCHITECTURAL CONTROL GUIDELINES

The Purchaser acknowledges that title to the lot shall be subject to a restrictive covenant, concerning the use thereof and acknowledges that he has seen a copy of the proposed restrictive covenant and consents to same, a copy of the proposed restrictive covenant being attached hereto and marked as Schedule "B".

10. ARCHITECTURAL CONTROL GUIDELINES

The Purchaser acknowledges that the building of a dwelling on the subject lot shall be controlled and governed by Architectural Control Guidelines concerning the exterior appearance, style, location, elevation and height of the dwelling to be constructed on the subject lot and acknowledges that he shall, prior to construction being commenced, obtain written approval from the Vendor's architect, Andrew Protas, that the Purchaser's plans for the subject dwelling house comply fully and entirely with the Architectural Control Guidelines as established by the Architectural Control Committee being comprised of Mr. Andrew Protas and the officers of Brincor Management Ltd.

11. CONSTRUCTION GUIDELINE

The Purchaser acknowledges that he shall be required to strictly comply with the Construction Guideline as set out in Schedule "C" and has read and has fully agreed to the Construction Guideline Schedule.

12. EASEMENTS/RIGHTS-OF-WAY

The Purchaser acknowledges that title to the lot may be subject to such easements or rights-of-way which may be reasonably

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necessary for the installation of the utility and other services to the development of which this lot forms part, including but not restricted to, an easement for a pipeline to transmit natural gas, a line to transmit electricity, a line to transmit telephone services, a pipeline to transmit water and a line to transmit cable television.

13. RESPONSIBILITY FOR SERVICES

The Vendor agrees to have constructed at the Vendor's expense, all services as required by the City of Calgary Planning Department including services pertaining to water, sewer, electricity, sidewalks, roadways and curbs. It shall be the further responsibility of the Vendor to construct, at the Vendor's expense, supply lines pertaining to water, sewer, electricity to the lot line of the subject lot and that it shall be the sole responsibility and expense of the Purchaser to have constructed and connected, underground supply lines for water, sewer, electricity and other services required by the Purchaser, from the said lot line to the location on the Purchaser's lot as required by the Purchaser.

14. COMPLIANCE BY PURCHASER TO REGULATIONS ESTABLISHED BY VENDOR

It is agreed between the Vendor and the Purchaser that it shall be a term of this Agreement that the Purchaser shall strictly adhere to and follow exactly building guidelines as set out in Schedule "C" attached hereto and shall comply fully and exactly with all instructions received from architects and engineers referred to in

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Schedule "C" without restricting the generality of the foregoing, the Purchaser agrees to comply fully and exactly with all instructions pertaining to architectural control, grade restrictions, footings elevation and other requirements that affect exterior appearance, style, location, elevation and height of the dwelling to be constructed on the subject Lot.

14.A VENDOR'S CAVEATABLE INTEREST

To better ensure the full compliance with the terms of this agreement in general and paragraphs 6, 8, 9, 10, 11, 14, Schedule "B" and Schedule "C" in particular, the Purchaser hereby grants to the Vendor a Caveatable interest and the right to register a Caveat against the title to the subject Lot, said Caveat to be discharged from the said title immediately upon the Vendor being satisfied that the terms of this agreement have been fully complied with by the Purchaser.

15. INSPECTION BY PURCHASER

The Purchaser has inspected the subject Lot and agrees that there are no representations, warranties, collateral agreements or conditions affecting this offer, or the Lot, other than expressed herein and the Purchaser agrees to purchase the Lot as it stands.

16. ADDRESS FOR SERVICE

Every communication provided for in this Offer or arising in connection therewith shall be in writing and shall either be delivered personally to the solicitor for the Purchaser or the Vendor or shall be mailed or delivered to the appropriate party. The

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address of the parties hereto for mailed or delivered notices shall be as follows:

THE PURCHASER: TOWER CONSTRUCTION LTD,
9715 Horton Road S. W.
Calgary, Alberta

THE VENDOR: Brincor Management Ltd.
302, 4723 - 1st Street S.W.
Calgary, Alberta
T2G 0A1

Any party may change its mailing or delivery address by giving to the other party written notice to that effect. Every such communication mailed at any post office in Canada by prepaid registered post in an envelope addressed to the party to whom the same is directed shall be deemed to have been given and to be received by the addressee on the seventh (7th) business day following the mailing.

17. NON-MERGER

It is agreed that delivery of title to the Purchaser will not merge or affect any of the terms of this Offer to Purchase.

~~18. APPLICATION/RETURN/REFUND OF DEPOSIT~~

~~The deposit is to be applied on the Purchase Price if this Offer is accepted. If this Offer is not accepted, the deposit is to be refunded to the Purchaser forthwith. It is provided, however, that if the Purchaser fails to pay the cash payment or comply with the terms as hereinbefore agreed, the deposit plus any accumulated interest, in addition to any other remedy to which the Vendor is entitled at law~~

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~~or in equity, shall be absolutely forfeited as liquidated damages and the Agreement herein shall be considered voidable at the Vendor's option.~~

19. TIME OF THE ESSENCE

Time shall be of the essence herein.

20. MASCULINE/FEMININE/SINGULAR/PLURAL

In this Agreement, the masculine shall include the feminine and the singular shall include the plural wherever the context requires.

21. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.

22. TIME FOR ACCEPTANCE

This Offer shall be open for acceptance by the Vendor in writing no later than 1:00 PM o'clock on the 3rd day of April, A.D. 1981.

23. PAYMENT OF INTEREST

Although time is to be held strictly of the essence, if the Vendor agrees to extend the time for closing beyond April 1st, 1981 the Purchaser shall pay interest on the cash to close from April 1st, 1981, to the date payment of the

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purchase price is received in full and in releasable form at the rate of Twenty (20) Per Cent per annum.

DATED at the City of Calgary, in the Province of Alberta, this 31st day of March, A.D. 1981.

SIGNED, SEALED and DELIVERED in the presence of:

Name _____

Robert A. Beck

Address _____

SIGNED, SEALED and DELIVERED in the presence of:

Name _____

Address _____

ACCEPTANCE

The above Offer is hereby accepted.

DATED at the City of Calgary, in the Province of Alberta, this 1st day of April, A.D. 1981.

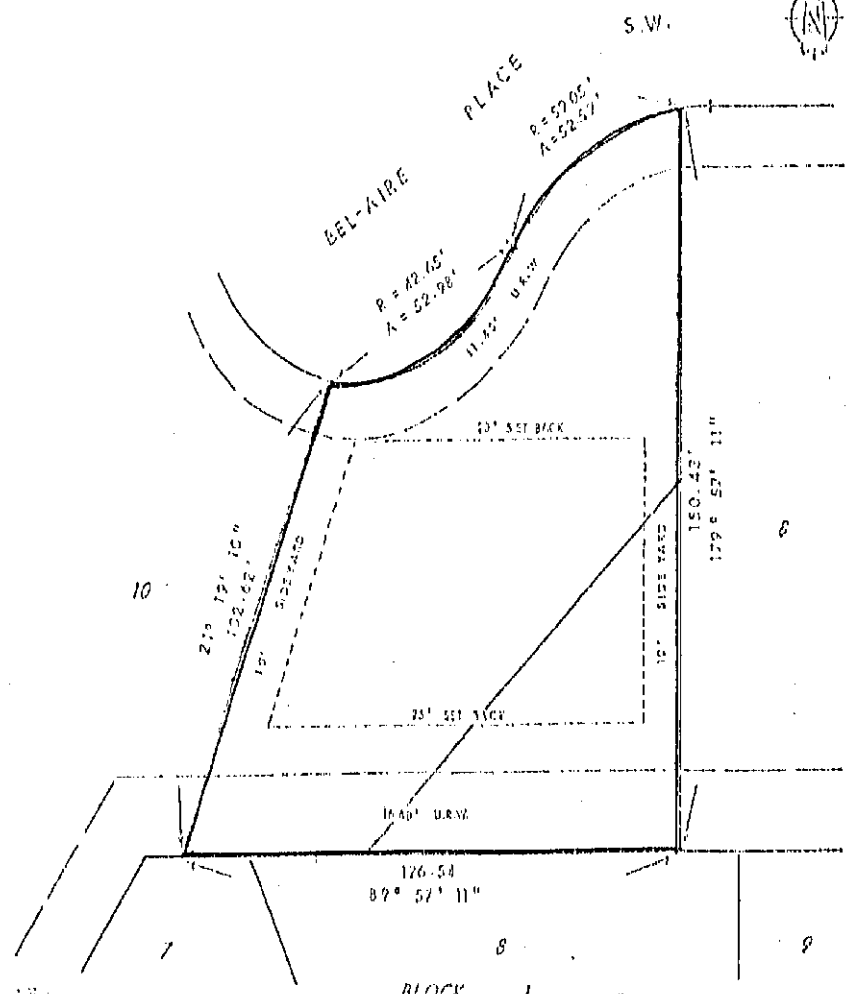
BRINCOR MANAGEMENT LTD.

PER:

C. O'Brien

CO/B

MINIMUM BUILDING SET-BACKS
 SHADDED AREA INDICATES SIGHT
 LINE AREA, MAXIMUM BUILDING
 HEIGHT FROM SIG. 18.75'
 MAXIMUM BUILDING HEIGHT 35.00
 CITY OF CALGARY, ALTA.



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CITY OF CALGARY

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SCHEDULE "B"
RESTRICTIVE COVENANT

WHEREAS DRINCOR MANAGEMENT LTD. (hereinafter referred to as the "Grantor") is or is entitled to become the registered owner of all the lands described in Schedule "1" attached hereto and forming part of this Restrictive Covenant, being hereinafter referred to as "lots";

AND WHEREAS the Grantor intends to sell the lots;

AND WHEREAS the Grantor desires to ensure that all development upon the lots shall maintain certain high standards of architectural excellence and for use of the benefit of all future property owners of the lots and for the benefit of the lands described in Schedule "1";

AND WHEREAS the Grantor is contractually obligated to maintain certain dwelling height restrictions;

NOW THEREFOR THIS DEED WITNESSETH that in consideration of the foregoing, the Grantor doth hereby for himself, his assigns, his successors of title, covenant as follows:

1. No dwelling house shall be built upon any lot without an attached two or three car garage. No car ports shall be built upon any lot. No buildings shall be erected on any lot other than such a dwelling house and attached two or three car garage. There shall not

(Handwritten initials)

be constructed on any lot any detached garage nor shall any attached garage not conform in architectural style and exterior finish with the dwelling house on the lot.

2. No building or other structure shall have an exterior consisting of any material other than:

- (a) Wood, stained or otherwise, sealed to a color of some wood native to Alberta;
- (b) Brick;
- (c) Stone;
- (d) Glass, or any combination of the above materials.

3. Nothing shall be erected on the lots noted below in excess of an elevation of 109.923 metres geodetic (3,560 feet City of Calgary Datum) located within the site line area: Lots 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 4, Plan

4. Without restricting the generality of the foregoing Paragraph, no aerials or towers for aerials, in either case in excess of the restrictions noted above, shall be erected or permitted on any lot noted above.

5. No excavation shall be made on any lot except for the purpose of building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from any lot except for the purpose of building or for the improvement of the gardens or grounds thereof.

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6. No building shall be erected on any lot unless the plans and specifications therefore have been submitted to the Grantor or its agent and his approval in writing obtained, and every building shall be placed on the lot in the position approved by the Grantor or its agent. No addition to any building shall be erected on any lot unless the plans and specifications have been submitted to the Grantor or his agent and his approval in writing obtained.

7. There shall not be erected on any lot any dwelling house which shall have a ^{total} ~~ground~~ area of less than the following number of square feet:-

- (a) One storey; 2,400 square feet;
- (b) One and one-half storeys; 3,000 square feet;
- (c) Split level buildings; 3,000 square feet;
- (d) Two storey buildings; 3,500 square feet.

In calculating the ground area of the dwelling house, the measurements for calculations shall be taken as the outside measurements of the main walls of the building at ground level and shall not include any garage, ports, veranda or unheated sunroom.

8. No dwelling house on any lot shall be used for any purpose other than that of a private dwelling for a single family.

9. These draining patterns established by the approved engineering drawing, a copy of which is attached hereto, shall not be altered or varied at any time.

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10. Nothing, whether material or equipment or otherwise shall be stored outside on any lot. No vehicles, trailers, or recreational vehicles shall be parked in the open of any lot. Without restricting the generality of the foregoing, no commercial vehicles shall remain on any lot for longer than is reasonably necessary to load or unload such vehicle. No sign or form of advertisement, whether a sign or otherwise, shall be permitted on any lot except a sign of a reasonable size indicating that the lot is for sale or for rent. There shall not be permitted on any lot any activity that might create dust, noise, smell, smoke or traffic generation unreasonable for a private residential community.

11. No noxious weeds shall be permitted to grow on any lot.

12. No garbage cans or receptacles for garbage that are not screened from view shall be permitted on any lot.

13. There shall not be permitted on any lot any exterior lights except gas lights or incandescent lights and then only if such lights do not illuminate any other lot.

14. If any of the preceding covenants are determined to be void or unenforceable, in whole or in part, such invalidity of unenforceability shall not be deemed to affect or impair the validity or enforceability of any other covenant and the covenants herein shall be deemed to be separate and distinct covenants.

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SCHEDULE "1"

- Lot 1, Block 4, Plan 8010118
- Lot 2, Block 4, Plan 8010118
- Lot 3, Block 4, Plan 8010118
- Lot 4, Block 4, Plan 8010118
- Lot 5, Block 4, Plan 8010118
- Lot 6, Block 4, Plan 8010118
- Lot 7, Block 4, Plan 8010118
- Lot 8, Block 4, Plan 8010118
- Lot 9, Block 4, Plan 8010118
- Lot 10, Block 4, Plan 8010118
- Lot 11, Block 4, Plan 8010118
- Lot 12, Block 4, Plan 8010118
- Lot 13, Block 4, Plan 8010118
- Lot 14, Block 4, Plan 8010118
- Lot 23, Block 4, Plan 8110183, formerly Lot 15, Block 4, Plan 8010118
- Lot 16, Block 4, Plan 8010118
- Lot 17, Block 4, Plan 8010118
- Lot 22, Block 4, Plan 8110183, formerly Lot 18, Block 4, Plan 8010118
- Lot 21, Block 4, Plan 8110183, formerly Lot 19, Block 4, Plan 8010118
- Lot 1, Block 5, Plan 8011123, formerly Lot 20, Block 4, Plan 8010118

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SCHEDULE "C"
BUILDING GUIDELINES

The Purchaser shall be entitled to commence construction of a dwelling house, in compliance with the Restrictive Covenant (as set out in Schedule "B") as soon as he has paid the full purchase price for the subject lot plus adjustments and interest and has completed the following requirements to the complete satisfaction of the Vendor:

- (a) The damage deposit referred to in Paragraph 4 of the Offer to Purchase has been paid unconditionally and in full to the Vendor's solicitor.
- (b) The plans for the proposed dwelling and its location on the subject lot have been submitted to and unconditionally approved in writing by the Vendor's architect, Andrew Protas.

The Vendor agrees to pay all fees charged by Mr. Protas for the initial application for architectural guideline approval but any subsequent application shall be paid for and be the sole responsibility of the Purchaser.

- (c) The grade slips for the subject property and dwelling to be constructed thereon have been obtained from the Vendor's engineering firm, Renton and Partners.
- (d) A development permit is obtained by the Purchaser from the City of Calgary.

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- (e) A building permit is obtained by the Purchaser from the City of Calgary.
- (f) A footings elevation certificate is obtained by the Purchaser from Renton and Partners prior to any concrete pour being undertaken by the Purchaser, his employees, agents or any other party acting under the express or implied authority of the Purchaser.

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