

of Closing as though such representations and warranties were made at and as of such time; and

15.1.2 Buyer shall have complied in all material respects with all obligations and conditions contained in this Agreement to be performed or complied with by Buyer on or prior to Closing.

15.2 Conditions Precedent to Buyer's Obligation to Close. Buyer shall be obligated to consummate the purchase of the Properties as contemplated by this Agreement on the Closing Date, provided the following conditions precedent have been satisfied or have been waived by Buyer:

15.2.1 All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of Closing as though such representations and warranties were made at and as of such time; and

15.2.2 Seller shall have complied in all material respects with all obligations and conditions contained in this Agreement to be performed or complied with by Seller on or prior to Closing.

15.3 Conditions Precedent to Obligation of Each Party to Close. The parties shall be obligated to consummate the sale and purchase of the Properties as contemplated in this Agreement on the Closing Date, provided the following conditions precedent have been satisfied or have been waived by the applicable party:

15.3.1 No suit, action or other proceedings (excluding the items listed on Exhibit "F" or disclosed in accordance with Article 10.6) shall be pending before any court or governmental entity in which it is sought by a person or entity other than the parties hereto or any of their Affiliates, officers, directors or employees to restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement, or to obtain material damages in connection with the transaction contemplated herein, nor shall there be any investigation by a governmental entity pending which might result in any such suit, action or other proceedings seeking to restrain, enjoin or otherwise prohibit the consummation of the transaction contemplated by this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if prior to Closing a suit, action or other proceeding applicable to some (but not all) of the Properties shall be pending, Closing with respect to the unaffected Properties shall not be delayed, and the parties will undertake a second closing at the point in time the above referenced condition to Closing with respect to the affected Property is removed:

15.3.2 All consents and approvals, if any, whether required contractually or by applicable federal, state, local or tribal Law, or