

otherwise necessary for the execution, delivery and performance of this Agreement (except for consents and approvals of governmental entities or tribal authorities customarily obtained subsequent to the transfer of title) shall have been obtained and delivered to Buyer or Seller, as applicable, by Closing and shall not have been withdrawn or revoked. Notwithstanding anything contained in this Agreement to the contrary, if prior to Closing certain of the consents applicable to some (but not all) of the Properties have not been obtained, 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 effected Property is removed. If the above referenced condition to Closing is not removed as to an individual property within ninety (90) Days after Closing, such property will be removed from this Agreement; and

15.3.3 With respect to Properties which have not been excluded from this Agreement because of exercise of a preferential purchase right, if any, subject to the provisions set forth below, the preferential purchase rights applicable to such Properties shall have been waived, or the time to elect under such preferential purchase rights shall have elapsed, prior to Closing. Notwithstanding anything contained in this Agreement to the contrary, if prior to Closing certain of the preferential purchase rights applicable to some (but not all) of the Properties have not been waived, or the time to elect under such preferential purchase rights has not elapsed, the 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.

ARTICLE 16. THE CLOSING

16.1 Closing. Three (3) Business Days prior to the Closing Date, Seller shall provide Buyer with a Closing statement setting forth the Purchase Price adjusted in accordance with the terms of this Agreement. Seller shall additionally provide Buyer with wiring instructions designating the account or accounts to which the Closing funds are to be delivered in accordance with Article 16.3.5. Closing shall be held in Seller's office at the 4th Floor, 550 WestLake Park Boulevard, Houston, Texas 77079, or such other location as mutually agreed in writing by Seller and Buyer.

16.2 Obligations of Seller at Closing. At Closing, Seller shall deliver to Buyer, unless waived by Buyer, the following:

16.2.1 A document conveying all of Seller's right, title and interests in and to the Properties substantially in the form of the Assignment and Bill of Sale attached hereto as Exhibit "G" (which shall be revised where appropriate to comply with the Laws of the State of