

16.2.12 Evidence that all consents and approvals prerequisite for the sale and conveyance of the Properties (except for consents and approvals of governmental entities or tribal authorities customarily obtained subsequent to the transfer of title) have been obtained, as well as evidence of waiver or lapse of any unexercised preferential purchase rights applicable to the Properties; and

16.2.13 Such other instruments as necessary to carry out Seller's obligations under this Agreement.

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

16.3.1 The adjusted (including without limitation the adjustment referenced in Article 6.1) Purchase Price (plus Computed Interest on the Purchase Price from March 31, 1998 through Closing), less Deposit (plus Computed Interest on the Deposit from March 31, 1998 until Closing), by wire transfer in accordance with Article 3.

16.3.2 The Assignment and Bill of Sale, executed and properly acknowledged, referred to in Article 16.2.1;

16.3.3 The Surface Deed, executed and properly acknowledged, referred to in Article 16.2.2;

16.3.4 The Mineral Deed, executed and properly acknowledged, referred to in Article 16.2.3;

16.3.5 The federal, state and tribal assignments, executed and properly acknowledged, referred to in Article 16.2.4;

16.3.6 A Certificate executed by an authorized officer or Attorney-in-Fact of Buyer certifying as to the matters specified in Articles 15.1.1 and 15.1.2 substantially in the form of Exhibit "J";

16.3.7 Letters-in-Lieu of division orders or transfer orders executed by an authorized officer or Attorney-in-Fact of Buyer substantially in the form of Exhibit "K";

16.3.8 An Opinion of Counsel executed by an attorney for Buyer substantially in the form of Exhibit "L";

16.3.9 A Transition Agreement executed by an authorized officer or Attorney-in-Fact of Buyer substantially in the form of Exhibit "N";