

Purchaser does not terminate this Agreement as set forth in the preceding sentence, and the sales transactions hereunder closes, then Purchaser shall be deemed to have accepted the Update or material adverse effect and to have waived any rights to seek indemnity or damages in relation thereto.

ARTICLE VI CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER

The obligations of Purchaser under this Agreement to consummate the transactions contemplated herein shall be subject to the satisfaction, at or prior to Closing, of all of the following conditions, any one or more of which may be waived in writing by Purchaser, except for Section 6.3 hereof:

6.1 Representations, Warranties and Agreements. The representations and warranties of Seller contained in Article III hereof shall be true as of and on the Closing Date with the same effect as though made at such date, and Seller shall have performed and complied with all covenants, obligations and agreements contained in Article V or otherwise required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

6.2 Material Adverse Change. There shall have been no material adverse change in the Assets or the operation of the Assets, taken as a whole, during the time period from the Effective Date through the Closing Date.

6.3 Consents and Approvals. All necessary consents, approvals and waivers from third parties and Governmental Authorities shall have been obtained for the purchase and transfer of the Assets.

6.4 Absence of Certain Litigation. There shall be no pending litigation or other proceeding seeking to enjoin, restrain or prohibit the consummation of the transactions contemplated by this Agreement or questioning the validity, legality or binding effect of this Agreement or the transaction contemplated hereby.

6.5 Absence of Liens. All Liens on the Assets, if any, shall have been released effective on or before the Closing Date.

6.6 Deliveries. Seller shall have delivered to Purchaser the documents and information required by Section 2.6(b). Without limiting and notwithstanding any other provision herein, if the Pipeline Purchase Agreement is not signed and delivered as required by Section 2.6 hereof and the “Closing” thereunder does not occur contemporaneously with the Closing hereunder, this Agreement shall automatically terminate and Purchaser shall not be obligated to consummate the transactions contemplated herein unless Purchaser affirmatively elects otherwise in writing (in its sole and absolute discretion).

ARTICLE VII CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement to consummate the transactions contemplated herein shall be subject to the satisfaction, at or prior to Closing, of all of the following