Adverse Effect," "material," "materially" or similar materiality qualifications) shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date (except for representations and warranties that expressly speak only as of a specific date or time other than the Closing Date which need only be true and correct as of such date or time) except for such failures of representations or warranties to be true and correct which, individually or in the aggregate, would not be reasonably likely to result in a Material Adverse Effect.

(c) The covenants and agreements of Seller to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects.

(d) Buyer shall have received a certificate of Seller to the effect that the conditions specified in paragraphs (a), (b) and (c) of this Section 9.1 have been satisfied.

Section 9.2 Liabilities in Supplemental Schedules. If all matters listed in the Supplemental Schedules would be reasonably likely, in Buyer's reasonable good faith judgment, to result in Covered Liabilities (which will not be reflected on the Final Closing Balance Sheet) exceeding $1,000,000 in the aggregate, then Seller shall (i) have the right to terminate