

7.8. Sales and Other Tax. The payment of all transfer, documentary, recording, notarial, sales, use, registration, stamp, and other similar taxes, fees, and expenses (including, but not limited to, all applicable stock transfer or real estate transfer taxes, and including any penalties, interest, and additions to such Tax) incurred in connection with this Agreement and the transactions contemplated hereby shall be borne equally by Buyer and Seller as provided in Section 5.9. Buyer and Seller shall cooperate in timely making and filing all Tax Returns that may be required to comply with the applicable laws relating to such Taxes.

8. CONDITIONS TO OBLIGATION TO CLOSE.

8.1. Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing Date;

(b) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(c) there shall not be any injunction, judgment, decree or order of any court of competent jurisdiction in effect preventing consummation of any of the transactions contemplated by this Agreement;

(d) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in clauses (a) through (c) is satisfied in all respects;