

McNair Glenn Konduros Corley Singletary Porter & Dibble, P.A., Bond Counsel, (C) Riley & Riley, counsel for the Corporation, (D) Riley & Riley, counsel for Imperial Contracting of South Carolina, Inc., and (E) Riley & Riley, counsel for David Krieger, in each case in such form as the Lender shall approve;

(c) A certificate, dated the date of Closing of the Chairman of the County Council or other appropriate official, setting forth the facts, estimates and circumstances as to the use of the proceeds of the Note in sufficient detail to establish that the Note is not an "arbitrage bond" within the meaning of IRC Section 103;

(d) An executed copy of the Agreement and the Indenture, which shall be in form and substance satisfactory to the Lender;

(e) A legal opinion from Riley & Riley that the acceptance of the commitment letter dated April 5, 1982, and the formation of the Corporation and the execution and delivery of the Krieger Guaranty are not in violation of the non-competition agreement between David Krieger and E. T. Holding;

(f) Such additional certificates, including appropriate no-litigation certificates, instruments, documents and certified copies of ordinances, resolutions or other proceedings adopted by the Issuer and the Corporation instruments or other documents as the Lender may reasonably request to evidence the authority of the Lender to act as Depositary under the Indenture or the authority of the Corporation to execute and deliver the Agreement, and the due performance and satisfaction by the Issuer and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each of them in connection with this Indenture, the Guaranty and the Agreement.