

[Law Firm Letterhead]

[Date]

To: [Name of Administrative Agent], as Administrative Agent
[Address]

To: The Lenders party to the Credit Agreement referred to below
c/o [Name of Administrative Agent]

Re: Syndicated Loan Facility for [Name of Borrower]

Ladies and Gentlemen:

We have acted as special counsel to [Name of Borrower], a [State of Incorporation] corporation (the "Borrower"), and [Names of Guarantors] (the "Guarantors") in connection with the Credit Agreement dated as of [Date] (the "Credit Agreement") among the Borrower, the Lenders party thereto, and [Name of Administrative Agent], as Administrative Agent.

In our capacity as counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents (collectively, the "Loan Documents"):

- The Credit Agreement;
- The Notes executed by the Borrower;
- The Guarantee Agreement executed by the Guarantors;
- [List other relevant documents, e.g., Security Agreements].

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to diagnostic originals of all documents submitted to us as copies, and the capacity of all natural persons executing such documents.

Based upon the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that:

1. Each Loan Party has the corporate power and authority to execute, deliver, and perform its obligations under the Loan Documents to which it is a party.
2. The execution and delivery by each Loan Party of the Loan Documents have been duly authorized by all necessary corporate action.
3. The Loan Documents constitute the legal, valid, and binding obligations of each Loan Party, enforceable against such Loan Party in accordance with their respective terms.

Our opinion in paragraph 3 above is subject to:

- (a) Applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally;

- (b) General principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

This opinion is limited to the laws of the State of [State] and the federal laws of the United States. We express no opinion as to the laws of any other jurisdiction.

This letter is delivered to you solely for your benefit in connection with the transactions contemplated by the Loan Documents and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Signature of Law Firm]

[Name of Law Firm]