

FORM OF OPINION OF EACH COUNSEL FOR THE SELLING SHAREHOLDER(S)
TO BE DELIVERED PURSUANT TO SECTION 8(d) OF THE UNDERWRITING
AGREEMENT

(i) [[The/Each] Selling Shareholder has been duly [incorporated/formed] and is validly existing as a [corporation/limited liability company/limited partnership] and in good standing under the laws of [•].]*

(ii) [[The/Each] Selling Shareholder has the [corporate/limited liability company] power to execute, deliver and perform its [respective] obligations under the Underwriting Agreement, the Lock-Up Agreement, the Custody Agreement and the Power of Attorney, and to sell, transfer and deliver the Shares to be sold by the Selling Shareholder(s) under the Underwriting Agreement.]*

(iii) [Each/The] Power of Attorney and Custody Agreement have been duly [authorized,]* executed and delivered by the [respective] Selling Shareholder(s) [named therein] and constitute the valid and binding agreements of [such/the] Selling Shareholder in accordance with their terms.

(iv) The Underwriting Agreement [has / and the Lock-Up Agreement have] been duly [authorized,]* executed and delivered by or on behalf of [each/such] Selling Shareholder; and the sale and delivery of the Shares to be sold by such Selling Shareholder thereunder and the compliance by such Selling Shareholder with the Underwriting Agreement, [the Lock-Up Agreement,] the Power of Attorney and the Custody Agreement and the consummation of the transactions therein contemplated, will not conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument known to such counsel to which such Selling Shareholder is a party or by which such Selling Shareholder is bound or to which any of the property or assets of such Selling Shareholder is subject, [nor will such action result in any violation of the provisions of such Selling Shareholder's charter or by-laws or similar organizational documents]* or any statute or any order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over such Selling Shareholder or the property or assets of such Selling Shareholder.

(v) No filing with, consent, approval, authorization, order, registration or qualification of any court or arbitrator or governmental or regulatory agency or body is required for the performance by [each/such] Selling Shareholder of its obligations under the Underwriting Agreement, [the Lock-Up Agreement,] the Power of Attorney and the Custody Agreement and the consummation of the transactions therein contemplated in connection with the Shares to be sold by such Selling Shareholder hereunder, except such as have been obtained under the Securities Act of 1933, as amended and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws and the approval by the New York Stock Exchange or the Financial Industry Regulatory Authority, Inc. of the underwriting terms and arrangements in connection with the purchase and distribution of the Shares by the Underwriters.

* For Selling Shareholders who are not natural persons.

(vi) [Each/The] Attorney-in-Fact has been duly authorized by the Selling Shareholder(s) to deliver the Shares on behalf of the Selling Shareholder(s) in accordance with the terms of the Underwriting Agreement.

(vii) [Each/The] Selling Shareholder is the beneficial owner of the Shares to be sold by such Selling Shareholder free and clear, of all security interests, liens, equities and other encumbrances [(except for those in connection with the Registration Rights Agreement)], and [each /such] Selling Shareholder has the legal right and power, and all authorization and approval required by law, to sell, transfer and deliver the Shares to be sold by such Selling Shareholder or a valid security entitlement in respect of such Shares.

(viii) Assuming that each of the Underwriters acquires its interest in the securities it has purchased without notice of any adverse claim (within the meaning of Section 8-105 of the UCC), each Underwriter that has purchased securities from [each/such] Selling Shareholder, made payment therefor pursuant to the Underwriting Agreement and has had such Shares credited to a securities account of such Underwriter maintained with DTC, will have acquired a valid securities entitlement (within the meaning of Section 8-102(a)(17) of the UCC) in such Shares, and no action based on an adverse claim may be asserted against such Underwriter with respect to such security entitlement.

(ix) [Pursuant to Section 20 of the Underwriting Agreement, and subject to mandatory choice of law and jurisdiction rules and constitutional limitations, under the laws of the State of New York, [each/ such] Selling Shareholder has validly (i) chosen New York law to govern its rights and duties under the Underwriting Agreement, (ii) submitted to the personal jurisdiction of courts of the State of New York and of U.S. federal courts located in the State of New York in connection with an action or proceeding arising out of or related to the Underwriting Agreement, (iii) to the extent permitted by law, waived any objection to the venue of a proceeding in any such court and (iv) appointed CT Corporation as its initial authorized agent for the purpose described in Section 20 of the Underwriting Agreement.]**

(x) [Service of process in the manner described in Section 20 of the Underwriting Agreement will be effective to confer valid personal jurisdiction over [each/such] Selling Shareholder in connection with an action or proceeding arising out of or related to the Underwriting Agreement in any such court.] **

(xi) [No withholding or deduction for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by [jurisdiction of formation] or any political subdivision or taxing authority thereof or therein is required to be made by [such/each] Selling Shareholder under the laws of [such Selling Shareholder's jurisdiction of domicile] from (i) the execution or delivery of the Underwriting Agreement, (ii) any payment of fees to the Underwriters under the Underwriting Agreement, (iii) any payment by any Underwriter to or for the account of a Selling Shareholder or (iv) enforcement of the Underwriting Agreement.] **

** For non-U.S. Holders