**Sample Legal Opinion of Foreign Supplier’s Counsel**

Winning Suppliers that have not been organized under the laws of the United States must submit along with the Master Standard Service Offer (“SSO”) Supply Agreement (i) a legal opinion regarding the enforceability of the SSO Agreement in the foreign jurisdiction, and (ii) a sworn certificate attesting the authority of the signatory to the SSO Agreement. These requirements are detailed in Section 6.4 and Section 6.6 of the Master Standard Service Offer (“SSO”) Supply Agreement.

This document is a sample legal opinion that is acceptable to AES Ohio.

**[OPINION OF SUPPLIER’S COUNSEL]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date]

To: AES Ohio

c/o Robert Lee, Auction Manager

CRA International, Inc.

200 Clarendon Street, T-9

Boston, MA 02116-5092

Phone: (617) 425-3365

Ladies and Gentlemen:

We have acted as counsel to (the “Supplier”) with respect to a Master Standard Service Offer (“SSO”) Supply Agreement between AES Ohio (the “Buyer”) and \_\_\_\_\_\_\_\_\_\_ (the “Supplier”) executed by the Supplier on [date] (herein “SSO Agreement”). Unless otherwise defined in this opinion, capitalized terms are used herein as defined in the SSO Agreement.

In acting as counsel to the Supplier, we have examined the SSO Agreement executed between the Supplier and the Buyer, including all schedules, appendices and attachments. We have also examined such other documents, records and instruments and made such examination of law, as we have deemed necessary in connection with the opinions set forth below.

We have assumed the genuineness of all, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies, the authenticity of the originals of all documents submitted to us as copies, and that the documents reviewed by us, other than SSO Agreement, have not been modified, amended, changed or supplemented in any material respect after the respective dates of our review thereof. We acknowledge and recognize in providing this opinion that the SSO Agreement is the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

On the basis of the foregoing, we are of the opinion that:

1. The Supplier is duly organized and validly existing in good standing under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [jurisdiction of incorporation or organization].
2. The execution and delivery by the Supplier of, and the performance by the Supplier of its obligations under, the SSO Agreement, have been duly authorized by all necessary [corporate, limited liability, partnership or other] action.
3. The SSO Agreement has been duly executed and delivered by the Supplier and constitutes the legally valid and binding agreement of the Supplier, enforceable against the Supplier in accordance with its terms.
4. No permits, licenses, authorizations, consents or approvals by or from, or filings or registrations with, any governmental authority or agency in [specified jurisdiction] are required in connection with the execution, delivery or performance by the Supplier of the SSO Agreement which have not been obtained or made.
5. The execution and delivery by the Supplier of the SSO Agreement, and compliance by the Supplier with the provisions thereof, do not and will not (i) result in a violation of the organizational or constitutive documents of the Supplier, or (ii) conflict with or constitute a breach of any applicable law or regulation of [specified jurisdiction of Supplier] or Ohio and the Supplier is domiciled in a country that recognizes and enforces judgments of US courts, and Supplier will maintain acceptance of service of process in Ohio for purposes of the SSO Agreement.
6. The payment obligations of the Supplier under the SSO Agreement constitute unsubordinated general obligations of the Supplier and rank at least pari passu with all unsecured and unsubordinated obligations of the Supplier.
7. A final judgment rendered by a US court in respect of the SSO Agreement, is capable of being given effect directly against the Supplier by the courts of Supplier’s domicile, without a new trial.

The opinions expressed herein are limited to the laws of [specified jurisdiction of Supplier] and Ohio, and we express no opinion as to the laws of any other jurisdiction.

This opinion letter is effective only as of the date hereof. We do not assume responsibility for updating this opinion letter as of any date subsequent to its date, and we assume no responsibility for advising you of any changes with respect to any matters described in this opinion letter that may occur, or facts that may come to our attention, subsequent to the date hereof.

This opinion is rendered to the addressees hereof and is intended solely for their benefit in connection with the transactions described herein. This opinion may not be relied upon by such addressees or any other person or entity for any other purpose, or quoted or furnished to or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Very truly yours,

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