

Exhibit 7.4(a)
Opinion of Counsel to Sellers

[DATE]

[Name and Address of Buyer]

Gentlemen:

We have acted as counsel to _____ and _____ (collectively, "Sellers"), _____, a _____ corporation (the "Company") and the Subsidiaries of the Company in connection with the Stock Purchase Agreement dated _____, 199_ (the "Agreement") between the Sellers and _____, a _____ corporation ("Buyer"). This is the opinion contemplated by Section 7.4(a) of the Agreement. All capitalized terms used in this opinion without definition have the respective meanings given to them in the Agreement or the Accord referred to below.

This Opinion Letter is governed by, and shall be interpreted in accordance with, the Legal Opinion Accord (the "Accord") of the ABA Section of Business Law (1991). As a consequence, it is subject to a number of qualifications, exceptions, definitions, limitations on coverage and other limitations, all as more particularly described in the Accord, and this Opinion Letter should be read in conjunction therewith. The law covered by the opinions expressed herein is limited to the Federal Law of the United States and the Law of the State(s) of _____.

Based on the foregoing, our opinion is as follows:

1. The Agreement, the Escrow Agreement and the Sellers' Releases are enforceable against the Sellers.
2. The authorized capital stock of the Company consists of ____ shares of common stock, _____ par value, [of which _____ shares] [all of which] are outstanding. Sellers own all of the outstanding Stock of record and beneficially, free and clear of all adverse claims. As a result of the delivery of certificates to Buyer and the payment to Sellers being made at the Closing, Buyer is acquiring ownership of all of the outstanding Stock, free and clear of all adverse claims.
3. Each Acquired Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation as set forth in Part 3.1(a) of the Disclosure Letter, with full corporate power and authority to own its properties and to engage in its business as presently conducted or contemplated, and is duly qualified and in good standing as a foreign corporation under the laws of each other jurisdiction in which it is authorized to do business as set forth in Part 3.1(a) of the Disclosure Letter. All of the outstanding capital stock of each of the Subsidiaries is owned of record [and beneficially] by one or more of the Acquired Companies, free and clear of all adverse claims. All of the outstanding shares of capital stock of each Acquired Company have been duly authorized and validly issued and are fully paid and nonassessable and were not issued in violation of the preemptive rights of any Person.
4. Neither the execution and delivery of the Agreement nor the consummation of any or all of the Contemplated Transactions (a) breaches or constitutes a default (or an event that, with notice or lapse of time or both, would

constitute a default) under any agreement or commitment [describe selection criteria] to which either Seller is party or (b) violates any statute, law, regulation or rule, or any judgment, decree or order of any court or other Governmental Body applicable to either Seller.

5. Neither the execution and delivery of the Agreement nor the consummation of any or all of the Contemplated Transactions (a) violates any provision of the certificate of incorporation or bylaws (or other governing instrument) of any Acquired Company, (b) breaches or constitutes a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or results in the termination of, or accelerates the performance required by, or excuses performance by any Person of any of its obligations under, or causes the acceleration of the maturity of any debt or obligation pursuant to, or results in the creation or imposition of any Encumbrance upon any property or assets of any Acquired Company under, any agreement or commitment [describe selection criteria] to which any Acquired Company is a party or by which any of their respective properties or assets are bound, or to which any of the properties or assets of any Acquired Company are subject, or (c) violates any statute, law, regulation, or rule, or any judgment, decree or order of any court or other Governmental Body applicable to any Acquired Company.

6. Except for requirements of the HSR Act, no consent, approval or authorization of, or declaration, filing or registration with, any Governmental Body is required in connection with the execution, delivery and performance of the Agreement or the consummation of the Contemplated Transactions.

We hereby confirm to you that, except as set forth in Part 3.15 of the Disclosure Letter, there is no Proceeding by or before any court or Governmental Body pending or overtly threatened against or involving any Acquired Company or that questions or challenges the validity of the Agreement or any action taken or to be taken by any Acquired Company pursuant to the Agreement or in connection with the Contemplated Transactions, and none of the Acquired Companies is subject to any judgment, order or decree having prospective effect.

The Accord is changed for purposes of this Opinion Letter pursuant to § 21 of the Accord as follows:

(a) The Primary Lawyer Group shall include all lawyers presently at our firm who have given substantive attention to the affairs of any of the Sellers or the Acquired Companies since _____.

(b) Accord § 19(e) and § 19(j) are deleted.

We understand that you are delivering a copy of this opinion to [identify lenders to Buyer] in connection with the financing of the transactions contemplated by the Agreement and agree that [those lenders] may rely on this opinion as if it were addressed to them.

Very truly yours,
