

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

Re: Credit Facility Agreement for [Borrower Name]

Dear Sir/Madam,

We have acted as legal counsel to [Borrower Name], a [State of Incorporation] corporation (the "Borrower"), in connection with the Credit Facility Agreement dated [Date] (the "Agreement") between the Borrower and [Lender Name] (the "Lender").

In rendering this opinion, we have examined originals or copies of the following documents:

- The executed Credit Facility Agreement;
- The Certificate of Incorporation and Bylaws of the Borrower;
- Resolutions adopted by the Board of Directors of the Borrower authorizing the execution of the Agreement;
- A Certificate of Good Standing issued by the Secretary of State of [State];
- Such other documents and certificates as we deemed necessary.

Based upon the foregoing, we are of the opinion that:

1. **Existence:** The Borrower is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of [State].
2. **Authority:** The Borrower has the corporate power and authority to execute, deliver, and perform its obligations under the Agreement.
3. **Authorization:** The execution and delivery of the Agreement by the Borrower, and the performance of its obligations thereunder, have been duly authorized by all necessary corporate action on the part of the Borrower.
4. **Execution:** The Agreement has been duly executed and delivered by authorized officers of the Borrower.
5. **Enforceability:** The Agreement constitutes a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally.
6. **No Conflict:** The execution and delivery of the Agreement do not violate the Borrower's Certificate of Incorporation or Bylaws, nor any applicable state or federal law or regulation.

This opinion is rendered solely for the benefit of the Lender in connection with the transactions contemplated by the Agreement 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]