

[Law Firm Letterhead]

[Date]

[Lender Name]  
[Lender Address]  
[City, State, Zip]

Re: \$[Loan Amount] Commercial Mortgage Loan to [Borrower Name]

Ladies and Gentlemen:

We have acted as counsel to [Borrower Name], a [State of Organization] [Type of Entity] (the "Borrower"), in connection with the mortgage loan (the "Loan") made by [Lender Name] (the "Lender") to the Borrower. This opinion is delivered to you pursuant to Section [Number] of the Loan Agreement.

In connection with this opinion, we have examined originals or copies of the following documents (the "Loan Documents"):

- The Loan Agreement dated as of [Date];
- The Promissory Note dated as of [Date];
- The Mortgage, Security Agreement, and Fixture Filing dated as of [Date];
- The Assignment of Leases and Rents dated as of [Date];
- [Additional Documents].

For purposes of this opinion, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as copies.

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

1. The Borrower is a [Type of Entity] duly organized, validly existing, and in good standing under the laws of the State of [State].
2. The Borrower has the power and authority to execute, deliver, and perform its obligations under the Loan Documents.
3. The Loan Documents have been duly authorized, executed, and delivered by the Borrower.
4. The Loan Documents constitute the legal, valid, and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms.
5. The execution and delivery of the Loan Documents do not violate any applicable federal or state laws or regulations.

The opinions expressed above are subject to the following qualifications:

- The effect of bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or affecting the rights of creditors generally.
- General principles of equity, regardless of whether considered in a proceeding in equity or at law.

This opinion is rendered solely for your benefit in connection with the Loan and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Law Firm Name]