

[Law Firm Letterhead]

[Date]

[Recipient Name/Lender Name]

[Recipient Address]

[City, State, Zip Code]

**Re: Enforceability Opinion - Corporate Guarantee by [Guarantor Name]**

Dear [Recipient Name],

We have acted as counsel to [Guarantor Name], a [State of Incorporation] corporation (the "Guarantor"), in connection with the execution and delivery of the Corporate Guarantee dated [Date] (the "Guarantee") in favor of [Lender Name] (the "Lender"). The Guarantee is provided to secure the obligations of [Borrower Name] (the "Borrower") under the [Loan Agreement/Credit Facility Name] dated [Date].

In connection with this opinion, we have examined the following documents:

- The executed Guarantee;
- The Certificate of Incorporation and Bylaws of the Guarantor;
- Resolutions of the Board of Directors of the Guarantor authorizing the Guarantee;
- A Certificate of Good Standing for the Guarantor; and
- Such other documents and records as we deemed necessary.

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

1. The Guarantor is a corporation duly organized, validly existing, and in good standing under the laws of the State of [State].
2. The Guarantor has the corporate power and authority to execute, deliver, and perform its obligations under the Guarantee.
3. The execution and delivery of the Guarantee have been duly authorized by all necessary corporate action on the part of the Guarantor.
4. The Guarantee has been duly executed and delivered by the Guarantor and constitutes a legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

Our opinion is subject to the following qualifications:

- Enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally.
- Enforceability is subject to general principles of equity.

- We express no opinion as to the laws of any jurisdiction other than the State of [State] and the federal laws of the United States.

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

Very truly yours,

[Signature]

[Printed Name of Partner/Attorney]

[Law Firm Name]