

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

**Re: Enforceability Opinion - Promissory Note dated [Date]**

To [Lender Name],

We have acted as legal counsel to [Borrower Name], a [State of Incorporation/Formation] [Entity Type] (the "Borrower"), in connection with the execution and delivery of a Promissory Note dated [Date] (the "Note") in the principal amount of \$[Amount].

In our capacity as counsel, we have examined the following documents:

- The executed Promissory Note;
- The Articles of Incorporation and Bylaws (or Operating Agreement) of the Borrower;
- Corporate resolutions authorizing the execution of the Note;
- Such other documents and certificates as we deemed necessary to render this opinion.

Based upon the foregoing, and subject to the qualifications and limitations set forth below, it is our opinion that:

1. The Borrower is duly organized, validly existing, and in good standing under the laws of the State of [State].
2. The Borrower has the legal power and authority to execute, deliver, and perform its obligations under the Note.
3. The Note has been duly authorized, executed, and delivered by the Borrower.
4. The Note constitutes a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

Our opinion is subject to the following qualifications:

- Enforcement may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the rights of creditors generally.
- General principles of equity may limit the availability of certain remedies.
- 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 provided solely for your benefit in connection with the transaction described above and may not be relied upon by any other person or for any other purpose without our prior written consent.

Sincerely,

[Signature]

[Name of Attorney/Partner]

[Law Firm Name]