[Law Firm Letterhead]

[Date]

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

Re: Secured Transaction - [Borrower Name] (the "Company")

Ladies and Gentlemen:

We have acted as special counsel to [Borrower Name], a [State of Incorporation] corporation (the "Company"), in connection with the execution and delivery of the [Loan/Credit Agreement] and the [Security/Pledge Agreement] (collectively, the "Transaction Documents") dated as of [Date], between the Company and [Lender Name] (the "Lender").

In connection with this opinion, we have examined originals or copies of the Transaction Documents and such corporate records, certificates, and other documents as we have deemed necessary. We have assumed the genuineness of all signatures and the legal capacity of all natural persons.

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

1. The execution, delivery, and performance by the Company of its obligations under the Transaction Documents, including the grant of the security interest thereunder, do not and will not:

- (a) violate the [Certificate of Incorporation/Bylaws] of the Company;
- (b) violate any [State/Federal] statute, rule, or regulation applicable to the Company; or
- (c) result in a breach of or constitute a default under any Material Contract listed in Exhibit A attached hereto.

2. No consent, approval, or authorization of any governmental authority is required on the part of the Company for the execution and delivery of the Transaction Documents, except for the filing of UCC-1 financing statements with the [Secretary of State].

This opinion is limited to the laws of the State of [State Name] and the federal laws of the United States. This letter is rendered 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.

Very truly yours,

[Signature of Law Firm]
[Printed Name of Law Firm]