

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

**RE: Usury Law Compliance Opinion for [Loan Amount] Commercial Loan to [Borrower Name]**

Dear [Lender Name],

We have acted as counsel to [Borrower Name], a [State of Incorporation] [Entity Type] (the "Borrower"), in connection with the commercial real estate loan (the "Loan") from [Lender Name] (the "Lender") in the principal amount of \$[Amount].

In our capacity as counsel, we have reviewed the following documents (the "Loan Documents"):

- The Promissory Note;
- The Loan Agreement;
- The Mortgage/Deed of Trust;
- [List other relevant documents].

**OPINION**

Based upon our examination of the Loan Documents and the laws of the State of [State], it is our opinion that:

1. The Loan is a commercial transaction and does not constitute a consumer loan.
2. The interest rate, fees, and charges set forth in the Loan Documents do not violate the usury laws or any other applicable laws governing the maximum allowable rate of interest in the State of [State].
3. The Loan qualifies for the [Citation of specific state statute or exemption, e.g., "Business Loan Exemption"] which exempts this transaction from interest rate ceilings.
4. The Loan Documents are valid, binding, and enforceable against the Borrower in accordance with their terms, specifically regarding the payment of interest.

**LIMITATIONS**

This opinion is limited to the laws of the State of [State] and the federal laws of the United States. We express no opinion as to the laws of any other jurisdiction. This letter is rendered solely for the benefit of the Lender 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.

Sincerely,

[Signature]  
[Name of Attorney]  
[Law Firm Name]