

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

Re: Corporate Borrower Exemption - Usury Law Compliance Opinion

To Whom It May Concern:

We have acted as counsel to [Borrower Name], a [State of Incorporation] corporation (the "Borrower"), in connection with the loan transaction (the "Loan") contemplated by the [Loan Agreement/Promissory Note] dated [Date] between the Borrower and [Lender Name] (the "Lender").

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

- The Loan Agreement and related Promissory Note;
- The Articles of Incorporation and Bylaws of the Borrower;
- Certificate of Good Standing issued by the Secretary of State of [State];
- [Other Relevant Documents].

In rendering this opinion, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals.

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

1. The Borrower is a corporation duly organized, validly existing, and in good standing under the laws of the State of [State].
2. The Loan is being obtained for business or commercial purposes and not for personal, family, or household use.
3. Under [State Statute Reference, e.g., NY GOL § 5-521 or NCGS § 24-9], the Borrower is a corporate entity and is therefore prohibited from asserting a defense of usury in connection with a business loan of this nature.
4. The interest rate and fees set forth in the Loan documents do not violate the applicable usury laws of the State of [State] because the transaction falls within the statutory exemption for corporate borrowers.

This opinion is limited to the laws of the State of [State] and the federal laws of the United States. This letter is provided 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 express written consent.

Sincerely,

[Signature]

[Name of Attorney/Partner]

[Law Firm Name]