

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

Re: Usury Law Compliance Opinion - Revolving Credit Facility for [Borrower Name]

To [Lender Name]:

We have acted as counsel to [Borrower Name], a [State of Incorporation] corporation (the "Borrower"), in connection with the Revolving Credit Agreement dated [Date] (the "Agreement"), by and between the Borrower and [Lender Name] (the "Lender").

In connection with this opinion, we have examined the Agreement, the Promissory Note, and such other documents and records as we deemed necessary. We have also examined the applicable laws of the State of [State Name] and relevant federal laws regarding interest rate limitations and usury.

Based upon the foregoing, it is our opinion that:

1. The interest rate, fees, and other charges set forth in the Agreement do not violate the usury laws or any other applicable laws of the State of [State Name] relating to the maximum rate of interest permitted to be charged.
2. The Agreement constitutes a legal, valid, and binding obligation of the Borrower, enforceable in accordance with its terms, specifically regarding the payment of interest and fees.
3. The choice of law provisions in the Agreement, designating the laws of [State Name] to govern the transaction, are valid and enforceable under the conflict of laws rules of this jurisdiction.

This opinion is limited to the laws of the State of [State Name] 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 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 Partner]

[Name of Law Firm]