

[Law Firm Letterhead]

[Date]

To: [Lender Name]

[Lender Address]

[City, State, Zip]

Re: SBA Loan Usury Compliance Opinion

Borrower: [Borrower Name]

Loan Amount: \$[Amount]

SBA Loan Number: [Number]

Ladies and Gentlemen:

We have acted as counsel to [Borrower Name], a [State of Organization] [Entity Type] (the "Borrower"), in connection with the Small Business Administration ("SBA") guaranteed loan in the principal amount of \$[Amount] (the "Loan") from [Lender Name] (the "Lender").

In our capacity as counsel, we have reviewed the Note, the Loan Agreement, and such other documents as we deemed necessary to render this opinion. We have also examined the laws of the State of [State] and applicable federal regulations regarding interest rates and usury limits.

Based upon the foregoing, it is our legal opinion that:

1. The interest rate, fees, and charges set forth in the Loan documents do not violate the usury laws of the State of [State].
2. The Loan qualifies for federal preemption of state usury laws under the Small Business Investment Act, if applicable, or otherwise complies with the maximum allowable interest rate permitted for SBA-guaranteed loans.
3. The Loan documents constitute valid and binding obligations of the Borrower, enforceable in accordance with their terms, and are not void or voidable due to any violation of interest rate ceilings or usury statutes.

This opinion is rendered solely for the benefit of the Lender and the U.S. Small Business Administration in connection with the closing of the Loan and may not be relied upon by any other party without our express written consent.

Sincerely,

[Signature of Attorney]

[Printed Name of Attorney]

[Law Firm Name]