

[Date]

[Lender/Counterparty Name]

[Address]

[City, State, Zip Code]

Re: Interest Rate Swap Transaction - Usury Law Compliance Opinion

Ladies and Gentlemen:

We have acted as counsel to [Company Name], a [State of Incorporation] corporation (the "Company"), in connection with the Interest Rate Swap Transaction (the "Transaction") documented under the ISDA Master Agreement dated as of [Date] (the "Agreement") between the Company and [Counterparty Name].

In connection with this opinion, we have examined the Agreement, the Confirmation dated [Date], 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 of the United States.

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

1. The Transaction constitutes a "qualified financial contract" or an exempt transaction under the applicable usury statutes of [State Name].
2. The payments, fees, and spread required under the Agreement do not violate the civil or criminal usury laws of the State of [State Name].
3. The Agreement is a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, notwithstanding any claim of usury.

This opinion is subject to the following qualifications:

- We express no opinion as to the laws of any jurisdiction other than the State of [State Name] and the federal laws of the United States.
- Our opinion is based on the assumption that the Transaction was entered into in good faith for legitimate commercial purposes.
- Enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally.

This letter is provided solely for your benefit in connection with the Transaction and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Law Firm Name]

By: [Partner Name]