

[Law Firm Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

Re: Usury Law Compliance Opinion - Bridge Loan to [Borrower Name]

To [Lender Name],

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

In connection with this opinion, we have examined the following documents:

- The Promissory Note dated [Date];
- The Loan Agreement dated [Date];
- [List other relevant documents, e.g., Security Agreements].

We have also reviewed the usury laws of the State of [State Name] and applicable federal laws. Our opinion is limited to the laws of [State Name] and the federal laws of the United States.

Based upon the foregoing and subject to the qualifications set forth below, we are of the opinion that:

1. The interest rate, including any fees, points, or other charges deemed to be interest under applicable law, provided for in the Loan documents does not exceed the maximum rate permitted under [State Statute/Constitution].
2. The Loan qualifies for the [Exemption Name, e.g., Business Purpose/Commercial Loan] exemption from usury limitations pursuant to [Specific Legal Citation].
3. The Loan documents are valid, binding, and enforceable against the Borrower in accordance with their terms, and are not rendered void or voidable by any usury statutes of the State of [State Name].

This opinion is provided solely for the benefit of the Lender in connection with the closing of 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/Firm]

[Bar Number]