

[Date]

[Lender Name]  
[Lender Address]  
[City, State, Zip Code]

RE: Legal Opinion Regarding Usury Law Compliance for Promissory Note

Dear [Lender Name],

We have acted as counsel in connection with the review of the Promissory Note dated [Date of Note], in the principal amount of \$[Amount], executed by [Borrower Name] (the "Borrower") in favor of [Lender Name] (the "Lender").

In our capacity as counsel, we have examined the terms of the Promissory Note, specifically the stated interest rate of [Interest Rate]%. We have also reviewed the applicable statutes and constitutional provisions of the State of [State Name] regarding maximum allowable rates of interest (the "Usury Laws").

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

1. The interest rate set forth in the Promissory Note does not exceed the maximum rate permitted under [Cite Specific State Statute/Provision].
2. The transaction is structured in a manner that qualifies for the [Name of Exemption, e.g., Business Purpose Loan] exemption under [Cite Statute].
3. The Promissory Note is legally enforceable against the Borrower in accordance with its terms regarding the payment of interest under the laws of the State of [State Name].

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 effect of the laws of any other jurisdiction.

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

Sincerely,

[Signature]  
[Name of Attorney/Law Firm]  
[Bar Number]