

[Law Firm Letterhead]

[Date]

[Lender Name]
[Lender Address]
[City, Country]

RE: Legal Opinion - Usury Law Compliance for Loan Agreement dated [Date]

To [Lender Name],

We have acted as local counsel to [Borrower Name], a [Entity Type] organized under the laws of [Jurisdiction] (the "Borrower"), in connection with the loan agreement dated [Date] (the "Agreement") between the Borrower and [Lender Name] (the "Lender").

In our capacity as counsel, we have examined the Agreement and such other documents as we have deemed necessary to render this opinion. We have assumed the authenticity of all signatures and the conformity to original documents of all copies submitted to us.

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

1. **Maximum Interest Rate:** Under the laws of [Jurisdiction], the maximum enforceable rate of interest for a commercial loan of this nature is [Percentage/Index].
2. **Compliance:** The interest rate, fees, and charges set forth in the Agreement do not exceed the limits prescribed by the usury laws or criminal interest rate statutes of [Jurisdiction].
3. **Enforceability:** The interest provisions contained in the Agreement are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms under the laws of [Jurisdiction].
4. **No Registration Required:** The Lender is not required to be licensed or registered as a financial institution in [Jurisdiction] solely to enforce the interest provisions of the Agreement.

This opinion is limited to the laws of [Jurisdiction] as currently in effect. We express no opinion as to the laws of any other jurisdiction. This letter is provided solely for the benefit of the Lender in connection with the transaction described herein 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]
[Law Firm Name]