

[Law Firm Letterhead]

[Date]

[Lessor Name]

[Address]

[City, State, Zip]

Re: Usury Law Compliance Opinion - [Transaction Reference/Agreement Number]

Dear [Contact Name],

We have acted as counsel to [Lessor Name] (the "Lessor") in connection with the equipment lease agreement dated as of [Date] (the "Lease") between the Lessor and [Lessee Name] (the "Lessee").

In connection with this opinion, we have examined the Lease, the payment schedules, and such other documents and legal authorities as we have deemed necessary. We have assumed the genuineness of all signatures and the authenticity of all documents submitted to us.

Based upon the foregoing, it is our opinion that:

1. The Lease constitutes a "true lease" and/or a commercial financing transaction governed by the laws of the State of [State Name].
2. Under the laws of [State Name], the implicit interest rate or financing charges resulting from the payments required under the Lease do not exceed the maximum rate permitted under applicable usury statutes for commercial transactions.
3. The Lease qualifies for the [Insert Specific Exemption, e.g., "Time-Price Doctrine" or "Corporate Exemption"] under [Insert Statute Code], and therefore is not subject to the usury limitations applicable to consumer loans.
4. The Choice of Law provision in the Lease, designating the laws of [State Name], is valid and enforceable under the conflict of laws rules of this jurisdiction.

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 laws of any other jurisdiction.

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

Sincerely,

[Signature]

[Typed Name of Attorney]

[Name of Law Firm]