[Date]

VIA ELECTRONIC MAIL

[Recipient Name and Address]

RE: Consent to Additional Indebtedness

 Maturity Date: [Insert]

Dear [Recipient]:

 (“Lender”), extended a loan in the principal amount of $\_\_\_\_\_\_\_\_\_\_\_ (the “Loan”) to [Insert], a [Insert] (“Borrower”), pursuant to a [Loan Agreement] dated [Insert] (the “Loan Agreement”), and certain other loan documents and instruments referenced therein (collectively, the “Loan Documents”). All terms used but not defined herein shall have the meanings ascribed to them in the Loan Documents.

Borrower has requested that Lender consent to Borrower incurring additional indebtedness from CPCA Ventures in the amount of [Insert] (the “Additional Indebtedness”). Lender’s consent is required pursuant Section [Insert] of the [Loan Agreement]. Lender hereby consents to the Additional Indebtedness.

The consent set forth in this letter will be limited precisely as written and relates solely to the provisions of the [Loan Agreement] in the manner and to the extent described above. This letter does not constitute a permanent amendment or modification with respect to the any of the Loan Documents, shall not operate as a future waiver of Borrower’s obligations under the Loan Documents, and shall not be construed to bar any right, power or privilege of Lender under the Loan Documents. All rights of Lender under the Loan Documents evidencing the Loan remain in full force and effect. The consent set forth in this letter will not be considered an admission or agreement that any other modifications to the Loan Documents are contemplated by the parties or establish any course of dealing between Lender and Borrower with regard to future consents, waivers, or amendments. This letter shall not be construed as an indication that Lender would be willing to agree to any future modifications to any of the terms of the Loan Documents.

LENDER HEREBY EXPRESSLY RESERVES ANY AND ALL RIGHTS UNDER THE LOAN DOCUMENTS, AT LAW OR IN EQUITY.

Sincerely,