

[Company Letterhead]

[Date]

[Lender Name]

[Lender Address]

[City, State, Zip Code]

Re: Solvency Comfort Letter - Bridge Financing Facility for [Borrower Name]

To [Lender Name],

This letter is provided in connection with the Bridge Financing Agreement dated [Date] (the "Agreement") between [Borrower Name] (the "Company") and [Lender Name] (the "Lender").

The undersigned, in their capacity as [Chief Financial Officer/Authorized Officer] of the Company, hereby confirms that as of the date hereof, and after giving effect to the transactions contemplated by the Agreement:

- The fair value of the assets of the Company exceeds its total liabilities, including contingent liabilities.
- The Company is able to pay its debts as they become due in the ordinary course of business.
- The Company does not have unreasonably small capital to carry out its business as now conducted or as proposed to be conducted following the bridge financing.
- The Company has not incurred, and does not intend to incur, debts beyond its ability to pay such debts as they mature.

In reaching these conclusions, the Company has consulted with its financial advisors and reviewed its current financial statements, projected cash flows, and market valuations.

This letter is for the sole benefit of the Lender and may not be relied upon by any other person or entity without the prior written consent of the Company.

Sincerely,

[Signature]

[Name]

[Title]

[Company Name]