

CONFIDENTIAL

_____, 20__

Florida Growth Fund LLC
c/o Hamilton Lane Advisors, L.L.C.
One Presidential Boulevard, 4th Floor
Bala Cynwyd, PA 19004

Ladies and Gentlemen:

In connection with your consideration of a possible acquisition transaction involving (a “Possible Transaction”) [Name of Company] (the “Company”), you have requested information concerning the Possible Transaction and the Company that is confidential and proprietary. As a condition to your being furnished such information, you agree to treat any information, whether written or oral, concerning the Possible Transaction or the Company (herein collectively referred to as the “Evaluation Material”) in accordance with the provisions of this letter agreement and to take or abstain from taking certain other actions herein set forth. The term “Evaluation Material” includes, without limitation, all notes, analyses, compilations, Excel spread sheets, data, reports, studies, interpretations or other documents furnished to you or your directors, officers, employees, agents, limited partners or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, the “Representatives”) or prepared by you or your Representatives to the extent such materials reflect or are based upon, in whole or in part, the Evaluation Material. The term “Evaluation Material” does not include information that (a) is or becomes available to you on a nonconfidential basis from a source other than the Company or its Representatives; provided that such source is not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation to, the Company that prohibits such disclosure, (b) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this letter agreement, or (c) has been or is independently developed by you or your Representatives without the use of the Evaluation Material or in violation of the terms of this letter agreement.

You and your Representatives hereby agree that the Evaluation Material will be kept confidential and used solely for the purpose of evaluating and negotiating a Possible Transaction; provided, however, that the Evaluation Material may be disclosed (i) to your or your affiliates’ and/or subsidiaries’ Representatives who need to know such information for the sole purpose of evaluating and negotiating a Possible Transaction, (ii) as the Company may otherwise consent in writing and (iii) as required by law. All such Representatives shall (A) be informed by you of the confidential nature of the Evaluation Material and (B) agree to keep the Evaluation Material strictly confidential. You agree to be responsible for any breaches of any of the provisions of this letter agreement by any of your Representatives; provided that you shall not be responsible for any breach hereunder by the State Board of Administration of Florida.

You hereby acknowledge that you and your Representatives are aware that the United States securities laws prohibit any person who has material, non-public information concerning a company from purchasing or selling securities of such company or from communicating such information to

any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

Unless required by law, you will not, and will direct your Representatives not to, disclose to any person (including any governmental agency, authority or official or any third party) other than to your Representatives (including, without limitation, the State Board of Administration of Florida) either the fact that discussions or negotiations are taking place concerning the Possible Transaction or any of the terms, conditions or other facts with respect to the Possible Transaction, including the status thereof or that Evaluation Material has been made available to you.

Notwithstanding the foregoing, in the event you or any of your Representatives receive a request or are required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Evaluation Materials, you or your Representatives, as the case may be, agree to (a) notify the Company of the existence, terms and circumstances surrounding such request, (b) consult with the Company on the advisability of taking legally available steps to resist or narrow such request, and (c) assist the Company, at the Company's expense, in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions hereof, (i) you or your Representatives, as the case may be, may disclose only that portion of the Evaluation Materials which you or your Representatives are advised by counsel is legally required to be disclosed, and (ii) you or your Representatives shall not be liable for such disclosure. Notwithstanding anything to the contrary herein, the Company acknowledges that securities regulators, in the ordinary course of their examinations, have unrestricted access to all books, records, files and other materials in your possession, including the Evaluation Material, and disclosure of the Evaluation Material to such examiners solely for purposes of the examination process may occur without prior written notice to or authorization from the Company.

Although the Company has endeavored to include in the Evaluation Material information which it believes to be relevant for the purpose of your investigation, you understand that none of the Company, its affiliates or Representatives have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. You agree that none of the Company or its affiliates or Representatives shall have any liability to you or any of your Representatives resulting from the selection, use or content of the Evaluation Material by you or your Representatives.

Upon the Company's written demand, you shall either promptly (a) destroy the Evaluation Material and any copies thereof, or (b) return to the Company all Evaluation Material and any copies thereof, and, in either case, confirm in writing to the Company that all such material has been destroyed or returned, as applicable, in compliance with this letter agreement. Notwithstanding the foregoing, you and your Representatives may retain one copy of any work product prepared by you or them that contains Evaluation Material to the extent necessary or advisable pursuant to applicable legal or regulatory requirements; provided that you and such Representatives shall continue to be bound by the obligations of confidentiality hereunder.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach (or threatened breach) of this letter agreement by you or your Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a

remedy for any such breach (or threatened breach), without proof of damages, and each party further agrees to waive, and use its best efforts cause its Representatives to waive any requirement for the securing or posting any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for a breach of this letter agreement, but will be in addition to all other remedies available at law or in equity.

You agree that unless and until a definitive agreement between the Company and you with respect to the Possible Transaction has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect any transaction by virtue of this or any written or oral expression with respect to any transaction by any of its Representatives except, in the case of this letter agreement, for the matters specifically agreed to herein, and you hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with any Possible Transaction. For purposes of this letter agreement, the term “definitive agreement” does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral acceptance of an offer by you. The agreement set forth in this paragraph may be modified or waived only by a separate writing by the Company and you expressly so modifying or waiving such agreement.

No failure or delay by the Company or any of its Representatives in exercising any right, power or privilege under this letter agreement shall operate as a waiver thereof, and no modification hereof shall be effective, unless in writing and signed by an officer of the Company or other authorized person on its behalf.

The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision.

This letter agreement shall be governed by, and construed in accordance with, the laws of Delaware. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of any Delaware Federal or State court sitting in the County of Kent for any action, suit or proceeding arising out of or relating to this letter agreement or the proposed transaction, and agree not to commence any action, suit or proceeding related thereto except in such courts.

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. One or more counterparts of this letter agreement may be delivered by telecopier or pdf electronic transmission, with the intention that they shall have the same effect as an original counterpart hereof.

Very truly yours,

[NAME OF COMPANY]

By: _____

Confirmed and Agreed to:

FLORIDA GROWTH FUND LLC

BY: HL Florida Growth LLC, its Managing Member

By: _____
Robert W. Cleveland, Vice President

Date: _____, 20__