

ATTACHMENT A

Form of Placement Agent and Political Contribution Disclosure Letter

Treasurer of the State of North Carolina
325 North Salisbury Street
Raleigh, North Carolina 27603

Re: Disclosure Letter pursuant to Placement Agent and Political Contribution Policy

Ladies and Gentlemen:

Under Section III(A) of the Placement Agent and Political Contribution Policy originally adopted by the North Carolina Department of State Treasurer on October 19, 2009 and revised on March 14, 2011 (the "Policy"), prior to entering into an engagement to engage, hire, invest with or commit to invest, or otherwise do business with the Treasurer of the State of North Carolina (the "Treasurer") or at such time as provided in Section II of the Policy, an Investment Manager (as such term is defined in Section VII(B) of the Placement Agent Policy) must make certain disclosures to the Treasurer regarding its use of Placement Agents and Political Contributions (as such terms are defined in Section VII(B) of the Policy). Pursuant to and in accordance with such Policy, the undersigned Investment Manager hereby makes the following disclosures. Capitalized terms not otherwise defined in this Disclosure Letter have the same meanings as specified in the Policy.

1. Use of Placement Agent (please check the appropriate box):

The Investment Manager (or any officer, partner, principal or affiliate thereof) has elected to use the services of a Placement Agent to assist the Investment Manager in obtaining investments from or doing business with any of the NC Funds. (Note that this box should be checked whether the compensation provided to the Placement Agent is a flat fee, contingent fee, or any other form of compensation or benefit (tangible or intangible).) **If this box is checked, please provide the disclosures as prompted in paragraphs 2 through 8.**

Neither the Investment Manager nor any officer, partner, principal or affiliate thereof has elected to use the services of a Placement Agent to assist the Investment Manager in obtaining investments from or doing business with any of the NC Funds. **If this box is checked, no further disclosures are necessary.**

2. Placement Agent Information:

(a) The name of the Placement Agent is: Ineo Capital LLC

(b) Attached is a resume for each officer, partner, and/or principal of the Placement Agent, detailing the person's education, work experience and professional designations.

(c) Listed below are any and all officers, partners and/or principals of the Placement Agent that are current or former North Carolina Department of State Treasurer employees, Investment Advisory Committee members, or consultants or members of the immediate family of any such person (attach additional pages as necessary):

None

3. Placement Agent Compensation: Described below is any and all compensation of any kind provided or agreed to be provided to a Placement Agent including the nature, timing and value of such compensation. (Note that compensation to a Placement Agent is deemed to include compensation to third parties as well as employees of the Investment Manager who are retained in order to solicit, or who are paid based in whole or in part upon, an investment from or business with any of the NC Funds (attach additional pages as necessary)):

See attached rider

4. Terms of Agreement with Placement Agent: Described below are the terms of the agreement or arrangement (oral or written) creating an obligation to pay a fee to or for the benefit of any Placement Agent the Investment Manager has elected to use in connection with obtaining investments or doing business with the Treasurer. (Please note that in the case of any oral agreement, the full extent of such agreement should be written and summarized, succinctly describing the terms of such agreement or arrangement with the Placement Agent, including details of the nature, timing, and value of the compensation or benefit provided (attach additional pages as necessary))

See Attached rider

5. Actions and Investigations Involving Placement Agent (please check the appropriate box):

The Placement Agent (or any officer, partner, principal or affiliate thereof) has been the subject of an action, or investigation by a federal, state, or local government agency or regulatory body in the last ten (10) years and/or anticipates being the subject of such actions or investigations in the future. If this box is checked, the following describes any such action(s) or investigation(s) (attach additional pages as necessary):

Neither the Placement Agent nor any officer, partner, principal or affiliate thereof has been the subject of any actions, or investigations by any federal, state, or local government agencies or regulatory bodies in the last ten (10) years or anticipates being the subject of any such actions or investigations in the future.

6. Relationships between Placement Agent and Department of State Treasurer (please check the appropriate box):

The Placement Agent (or any officer, partner, principal or affiliate thereof) has had a prior personal or professional relationship with a current or former Department of State Treasurer employee, Investment Advisory Committee member, and/or consultant or a member of the immediate family of such person who suggested the retention of the Placement Agent. If this box is checked, the following lists the name(s) of such individual(s) (attach additional pages as necessary):

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The Placement Agent (or any officer, partner, principal or affiliate thereof) has not had any prior personal or professional relationship with any current or former Department of State Treasurer employee, Investment Advisory Committee member, or consultant or a member of the immediate family of such person who suggested the retention of the Placement Agent.

7. Registration of Placement Agent and Licensing of Placement Agent Representatives. The Investment Manager hereby confirms that (i) the Placement Agent is registered with the Securities and Exchange Commission or the Financial Industry Regulatory Association, (ii) the individual officers, partners, principals, employees, or other representatives of the Placement Agent hold all required securities licenses, (iii) no placement fee has been shared with any person or

entity not so registered and (iv) the Placement Agent is in the habitual systematized business of acting as a Placement Agent.

(a) The Placement Agent's registration details are as follows:

CED# 143262
SEC REGISTRATION NO 8-67546

(b) For each individual officer, partner, principal, employee and other representative of the Placement Agent, the registrations, number of years of employment by the Placement Agent and the number of years of experience directly related to such business are as follows (attach additional pages as necessary):

Mark Sirinyan founder of placement agent
5.5 years employed by placement agent and
15 years of industry experience
Passed Series 7, 24, 28 and 63

8. Lobbying Information of Placement Agent (please check the appropriate box):

The Placement Agent (and/or any officer, partner, principal or affiliate thereof) is registered as a lobbyist with a state government. If this box is checked, the following are the names and positions of such persons and the registrations held (attach additional pages as necessary):

Neither the Placement Agent nor any officer, partner, principal or affiliate thereof is registered as a lobbyist with any state government.

9. Political Contributions.

The Investment Manager hereby confirms that none of the Investment Manager, the Placement Agent nor their respective officers, partners, principals or affiliates has made, coordinated or solicited any Political Contribution to the Treasurer or any incumbent, nominee, candidate or successful candidate for such elective office (i) in violation of any published policy approved by the Treasurer or applicable state or federal law or (ii) that would make it unlawful for the Investment Manager to provide services to the Treasurer, the NCRS and/or the NC Funds either directly or indirectly through an investment vehicle affiliated with the Investment Manager.

[Signature Page Follows]

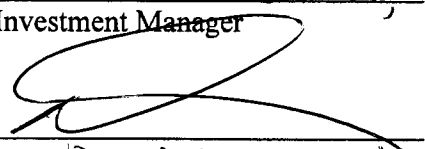
By signing below, the Investment Manager hereby (i) represents and warrants that the information found in this Disclosure Letter is true, correct, and complete in all material respects, and (ii) agrees that it shall provide the Treasurer with a written update of any material changes to any of the information in this Disclosure Letter within fourteen (14) days from the date the Investment Manager knew or should have known of the change of information.

Sincerely,

Catterton Partners VII, L.P.

Name of Investment Manager

By:


Name: DAVID MAPPERSON
Title: CHIEF LEGAL OFFICER
Date: 1-3-13

[Disclosure Letter should be signed by an authorized representative of the Investment Manager]

Rider

Placement Agent and Political Contribution Disclosure Letter – Catterton Partners VII, L.P.

Answer to Question 3

The placement fee to be paid to Ineo Capital will be equal to the sum of a flat fee in consideration of providing advice in structuring the terms of the Partnership and preparation of the Offering Materials and due diligence materials and a variable fee equal to a percentage of the capital commitments of the Limited Partners in the Partnership, provided that, the calculation of the variable fee shall exclude capital commitments by Excluded Public Investors. Ineo Capital may also be paid a success bonus; the payment and amount determined at the sole discretion of Catterton with no pre-established range or target. Set forth below are the applicable sections of the placement agent agreement between Catterton Management Company, L.L.C. and Ineo Capital, LLC. Note that the agreement is between Ineo and Catterton Management Company, so references to “Catterton” in the language below is to the management company and not the funds or the general partner. Also please note that the placement fee is paid by Catterton Management Company, L.L.C. out of its own funds and is not paid by Catterton Partners VII, L.P., either directly or through an offset or other mechanism.

Section 2. Compensation. (a) In consideration for the services to be rendered by Ineo Capital pursuant to this Agreement, Catterton agrees to pay, or cause to be paid, to Ineo Capital the sum of : (x) a flat fee of US\$1,000,000 (ONEMILLION) in consideration of providing advice in structuring the terms of the Funds and preparation of the Offering Materials and due diligence materials (the “Advisory and Documentation Fee”); (y) a non-refundable cash fee equal to 1.0% (ONE PERCENT) of the Equity raised from any and all sources for the Funds (“Placement Fee”); provided, that notwithstanding the foregoing, Ineo Capital shall not be entitled to any Placement Fee with respect to Equity contributed by the principals of Catterton or Excluded Public Investors (as defined below); and (z) at the sole discretion of Catterton a success bonus in an amount to be determined by Catterton (the “Success Bonus”). The parties agree that the term “raised” as used in this Agreement shall include written commitments to contribute capital to the Funds that have been accepted by Catterton, and as to which a closing of the Funds has occurred with respect to an investor, whether or not such capital has been contributed.

(b) The Placement Fee shall be due and payable as follows, and Catterton may at its sole option pay any amount in advance of the date it is otherwise due:

i) In the event of any closing of the Funds prior to the final closing of the Funds (an “Interim Closing”), followed by a capital call by the Funds (an “Interim Capital Call”), any Placement Fee due on amounts raised as of such Interim Closing (the “Interim Raise Amount”) shall become payable over two years in eight equal quarterly installments (each an “Interim Installment Date”) starting 30 days from the date of the Interim Capital Call. In the event of additional closings followed by additional capital calls after the Interim Closing and prior to the final closing of the Funds (such event, a “Follow-On Closing”), the amount payable on any subsequent Interim Installment Date shall be equal to the unpaid

Placement Fee due on the total amounts raised as of such Interim Installment Date divided by the number of remaining Interim Installment Dates.

ii) (1) In the event that there is no Interim Capital Call, the Placement Fee due on amounts raised as of the final closing of the Funds shall become due at the final closing of the Funds and shall be payable over two years in eight equal quarterly installments, starting 30 days from the date of the first capital call by the Funds following the final closing of the Funds. (2) In the event there is an Interim Capital Call, the Placement Fee due on amounts raised between the Interim Closing (or, if there have been one or more Follow-On Closings, the last Follow-On Closing) and the final closing (the "Subsequent Raise Amount") shall become due at the final closing of the Funds and the total remaining Placement Fee (i.e. amounts due pursuant to clause (i) above and not yet paid pursuant to clause (i) above plus amounts due on the Subsequent Raise Amount) shall be paid in equal installments on the remaining Interim Installment Dates.

iii) Catterton shall pay interest on the unpaid portions of the Placement Fee at a rate per annum equal to 5%, which shall accrue daily from the respective closing dates on which the Placement Fee is due as calculated in Sections 2(b)(i) and 2(b)(ii) of this Agreement until the date that such unpaid portions of the Placement Fee are paid.

(c) The Advisory and Documentation Fee shall be due and payable over two years in eight equal quarterly installments starting 30 days from the date of the Interim Capital Call. In the event that there is no Interim Capital Call, the Advisory and Documentation Fee shall become due at the final closing of the Funds and shall be payable over two years in eight equal quarterly installments. Catterton may at its sole option pay any amount in advance of the date it is otherwise due. Catterton shall pay interest on the unpaid portions of the Advisory and Documentation Fee at a rate per annum equal to 5%, which shall accrue daily from the date of the Interim Capital Call, or if there is no Interim Capital Call, the final closing of the Funds, until the date that such unpaid portions of the Advisory and Documentation Fee are paid.

(d) The amount and timing of payment of any Success Bonus shall be in Catterton's sole discretion.

Section 18. Public Investors. Notwithstanding anything in this Agreement to the contrary, in the event applicable law or regulation (including, without limitation, rule 206(4)-5(f)(9)(ii)(B) promulgated pursuant to the Advisers Act) either (i) prohibits Ineo Capital from soliciting a potential investor due to such investor's status as a public body or an entity acting on behalf of or with respect to funds under control of a public body (a "Public Investor"), (ii) prohibits a Public Investor from investing in the Fund if the Fund uses a placement agent to solicit such investment or (iii) prohibits Ineo Capital from receiving a fee contingent on the investment made by the Public Investor (such Public Investor described in (i), (ii) or (iii) an "Excluded Public Investor"), then, in the event of (i) or (ii), Ineo Capital shall be prohibited from soliciting investments in the Fund from such Public Investors and shall make no contact with such Public Investors with respect to the Fund and, with respect to all Excluded Public Investors, the calculation of the Placement Fee shall exclude investments by such Excluded Public Investors.

Answer to Question 4

Ineo Capital and Catterton are parties to a written placement agreement, pursuant to which Ineo Capital will solicit purchasers of Interests in the Partnership and provide other services in respect of the Partnership. Ineo Capital is the global placement agent and the only distinction between investors is with respect to Excluded Public Investors as described below. Ineo Capital and Catterton are not affiliated entities. Ineo Capital is prohibited under the terms of the placement agreement from soliciting investors or otherwise contacting such investors on behalf of the Partnership if applicable law or regulation prohibits Ineo Capital from soliciting a potential investor due to such investor's status as a public body or an entity acting on behalf of or with respect to funds under control of a public body or prohibits such investor from investing in the Partnership if the Partnership uses a placement agent to solicit such investment (collectively, "Excluded Public Investors"). Set forth below are the applicable sections of the placement agent agreement between Catterton Management Company, L.L.C. and Ineo Capital, LLC:

Section 1. Services. Catterton hereby retains Ineo Capital as its global placement agent in connection with the proposed sale by the Funds of the Equity in a private placement (the "Private Placement" or the "Financing").

At the request of Catterton, Ineo Capital will perform the following services in connection with the Private Placement:

- a) advise and assist Catterton in designing an appropriate structure for the proposed Funds;
- b) assist Catterton in the preparation of financial analyses and computer modeling with respect to the contemplated Private Placement, to the extent requested by Catterton;
- c) advise and assist Catterton in making presentations to prospective investors, including assisting Catterton in the preparation of Offering Materials (as defined in Section 7) to be sent to relevant parties;
- d) advise and assist Catterton in the preparation of its online due diligence data room;
- e) use its best efforts to place the Equity, with investors, in accordance with applicable securities laws, provided however, that nothing herein shall obligate Ineo Capital or any of its affiliates to acquire or underwrite the Equity;
- f) advise and assist Catterton in negotiations with prospective investors;
- g) schedule meetings with prospective investors; and
- h) subject to the penultimate sentence of Section 13, work with legal counsel and other relevant parties to document and close the Financing.

MARK SIRINYAN

EXPERIENCE

INEO CAPITAL LLC. August 07 – Present

New York, NY, USA.

Founder and Managing Partner of independent alternative asset fundraising advisory firm

Broker Dealer Registered with FINRA and SEC

Passed Series 7, 24, 28, 63

CATTERTON PARTNERS. July 02- January 07

Greenwich, CT, USA.

VicePresident

- Responsible for sourcing, evaluation, and execution of transactions in the consumer space and post-investment monitoring of Catterton portfolio companies.
- Responsible for fundraising, managing Limited Partner relationships and due diligence.
- Coordinated fundraising efforts for Catterton Partners V, LP - \$650 million and Catterton Partners VI, LP - \$1 billion

DEUTSCHE BANK / Private Equity Finance Group. Dec 97 - June 02

New York NY, USA.

Associate – Global Corporate Finance coverage. Aug 00 – June 02

- Advised clients on structuring the following transactions:
US\$ 300 million Silicon Valley venture fund, US\$ 400 million distressed middle market buyout fund, Euro 400 million European buyout fund, US\$ 300 million venture capital fund of funds.
Responsibilities included: Originating and soliciting the mandates, performing on site due diligence of fund management teams and financial analysis of portfolio companies, conducting reference checks, analyzing respective private equity markets and industries to determine potential opportunities, conducting competitor analysis in order to develop and implement marketing strategies, preparing internal legal and compliance documentation, writing offering memorandums and marketing presentations, identifying potential strategic and financial investors, organizing and participating in US, European and Middle Eastern roadshows, negotiating terms and closing the transactions with legal counsel, investors and clients.
- Responsible for European deal origination.

Analyst – Global Corporate Finance coverage. Dec 97 - Oct 98; Aug 99 –Jul 00

New York NY, USA.

- Advised clients on structuring the following transactions:
US\$ 125 million US technology venture capital fund, US\$ 450 million Southeastern US buyout fund, US\$ 400 million US consumer goods and services buyout fund, ESP 15 billion Iberian middle market buyout fund, US\$ 70 million Israeli technology venture capital fund, US\$100 million French middle market buyout fund.
- As part of a 5 person team responsible for the selection of fund raising opportunities, established the group's screening and due diligence process. Reviewed and analyzed over 300 private equity funds globally.

Analyst – Sales coverage for Switzerland and the Middle East. Feb 99 – July 99

Geneva, Switzerland.

- Assisted in the organization and participated in roadshows for US\$ 350 million US consumer products and services fund in Switzerland, United Arab Emirates, Bahrain, Kuwait and Turkey.
- Marketing of US \$1 billion European private equity fund of funds to Swiss and Middle Eastern institutional and private investors.
- Responsible for finding new investors and establishing relationships in Switzerland and the Middle East.

Analyst – Sales coverage for the U.K., France and Switzerland. Oct 98 - Jan 99

London, UK.

- Organized and participated in the roadshow for US\$ 250 million real estate mezzanine fund in France.
- Responsible for creating missionary marketing private equity presentation in English and French. In this capacity made pitches to private and institutional investors in France and the UK to introduce them to the asset class and establish relationships for the bank.

EDUCATION

COLUMBIA UNIVERSITY, *Graduate School of Business.* 2000-2002

New York NY, USA.

Masters in Business Administration, May 2002

Fully sponsored financially by Deutsche Bank

GEORGETOWN UNIVERSITY, *Edmund A. Walsh School of Foreign Service.* 1994 – 1997

Washington DC, USA.

Bachelor of Science, International Economics, May 1997.

Concentration: Finance and Commerce.

Honors Certificates: Karl F. Landegger International Business Diplomacy Certificate.

COLLEGE DE CANDOLLE, *Scientific Section,* 1989 – 1994

Geneva, Switzerland.

Diploma: Maturite Federale Scientifique, June 1994.

OTHER

Languages: English, Turkish, French, Armenian.

Personal: Interested in film, literature, skiing, SCUBA diving and travel.