

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):

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:

CRD # 143262

SEC Reg. 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 Srinivasan - founder of placement agent with 6 years at placement agent and over 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 Growth Partners II, L.P.

Name of Investment Manager

By: 

Name: DAVID MCPHERSON

Title: CHIEF LEGAL OFFICER

Date: 7/22/13

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

Rider

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

Answer to Question 3

The placement fee to be paid to Ineo Capital will be equal to a flat fee in the event the commitments to the fund raised from all sources exceeds \$250 million. 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 is the applicable section 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 Growth Partners II, 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 non-refundable cash fee (the “Advisory Fee”) equal to \$1.5 million (ONE MILLION FIVE HUNDRED THOUSAND) payable only in the event the Equity raised from any and all sources for the Funds equals or exceeds \$250 million (the “Minimum Amount”) and (y) at the sole discretion of Catterton a success bonus in an amount to be determined by Catterton (the “Success Bonus”). Calculation of the Minimum Amount shall include Equity raised from the principals of Catterton. 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) In the event the Minimum Amount is raised, the Advisory 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 the Minimum Amount has been raised at 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”), the Advisory Fee 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.
- ii) In the event that (1) there is no Interim Capital Call and the Minimum Amount has been raised as of the final closing of the Funds or (2) there is an Interim Capital Call at which the Minimum Amount has not been raised followed by the final closing of the Funds at which the Minimum Amount has been raised, the Advisory Fee 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.

- iii) Catterton shall pay interest on the unpaid portions of the Advisory Fee at a rate per annum equal to 5%, which shall accrue daily from the respective closing dates on which the Advisory 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 Advisory Fee are paid.

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

(d) All payments hereunder shall be made without set-off, counterclaim or defense of any kind.

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 with no distinction between investors. 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

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

New York NY, USA.

- 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.