

**NEW MEXICO EDUCATIONAL RETIREMENT BOARD
REQUEST FOR PROPOSAL
PRIVATE EQUITY INVESTMENT CONSULTANT SERVICES**

RFP #2014-09-01 (INV)

September 30, 2014

State of New Mexico Educational Retirement Board
701 Camino de los Marquez
Santa Fe, NM 87505-1826
Phone: 505-820-8030

Notice: New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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PART 1

PURPOSE AND SCOPE OF SERVICES

A. PURPOSE

The New Mexico Educational Retirement Board (“NMERB”) is a defined benefit pension plan serving approximately 100,000 active and retired educational employees of the State of New Mexico. Fund assets as of June 30, 2014 were \$11.3B. This Request for Proposal (“RFP”) is issued by NMERB for the purpose of hiring one investment consulting firm (“Consultant”, or “Offeror”) to provide private equity investment consulting services to NMERB. The RFP, as well as investment performance reports and other background information, is available electronically on ERB’s website: <http://www.nmerb.org/>.

The selected Consultant will have no discretionary authority over NMERB’s assets. The Consultant will be a fiduciary of NMERB. Such services shall conform to NMERB’s investment rules, Investment Policy, and statutory investment requirements, as they may be amended from time to time. Links or citations to pertinent documents are as follows:

- Investment Policy - <http://www.nmerb.org/pdfs/investmentpolicy.pdf>.
- Private Equity Policy - <http://www.nmerb.org/pdfs/privateequitypolicy.pdf>
- Invest. Services Procurement Policy - <http://www.nmerb.org/pdfs/procurementpolicy.pdf>;
- NMERB Investment Statutes - NMSA 1978 Section 22-11-13 - http://www.nmerb.org/Educational_Retirement_Act.html
- Uniform Prudent Investor Act - UPIA-NMSA 1978 Section 45-7-601 through 612); and
- NMERB Investment Policies & Practices Rule - (2 NMAC 82.8)

B. SCOPE OF SERVICES

The purpose of this RFP is to solicit proposals from qualified firms to render consulting services, specifically in the area of private equity. NMERB has invested in “alternative” asset classes since 2006. In June 2014, the NMERB’s Board voted to implement a new asset allocation, which will include an 11% allocation to private equity. As of June 2014, the Private Equity asset class represented 7.5% of NMERB’s assets under management, or approximately \$850 million. NMERB is seeking advice in the continued construction, implementation, and ongoing investment of assets in this area. Information on all models of consulting activity is being sought. The selected consultant will be expected to:

- A. Assist Staff in developing and updating goals, strategy, objectives and policies for NMERB’s private equity program (the “Program”) which may include various types of investment partners with whom NMERB does business, including general partners, managers, investment managers, private equity funds, managed accounts and investment managers retained pursuant to a contract;

- B. Work with Staff and other third parties designated by NMERB, including legal counsel and investment advisors (collectively with Staff, “NMERB Personnel”), in the planning phase and in designing an optimal allocation for the Program;
- C. Assist NMERB Personnel in developing annual commitment targets for the Program to arrive as closely as possible to targeted invested levels (the “Pacing Plan”);
- D. Project quarterly, annual and multiple year cash flows for a forward-looking plan for the Program (“Forward-Looking Projections” and collectively with the Pacing Plan and the goals, strategy and objectives of the Program, the “Strategic Plan”);
- E. Evaluate any existing procedures for the screening and the due diligence process of NMERB’s private equity investments under the Program and update and revise such procedures and develop new procedures, from time to time, as is reasonably necessary to enhance and protect NMERB’s investments;
- F. As needed, provide limited partnership secondary pricing to NMERB Personnel for Funds where NMERB has a primary fund commitment;
- G. Screen investment opportunities and review funds fitting the profile of the investment type and style of the Program, which shall include but not be limited to the following:
 - (a) Conduct thorough due diligence reviews on funds including, but not limited to, financial analysis, background checks, and due diligence reviews of prospective general partners and the associated partnership/fund proposals meeting criteria for final consideration for investment;
 - (b) Provide summaries and a brief report and explanation with respect to funds that have been reviewed and for which the Advisor is recommending an investment by NMERB;
 - (c) Prepare and present final recommendations for investment by NMERB to the Staff at least fourteen (14) days prior to the presentation to NMERB’s Investment Committee for approval of such investment, which shall include compliance with the NMERB investment requirements which shall also include any changes or updates that have been made to the investment documents.
- H. Monitor all Program investments and analyze performance as set forth below:
 - (a) Compile and review quarterly reports produced by the Program and the Program advisors including NMERB Personnel;

- (b) Prepare and present a combined total Program and semi-annually review and update status on tracking to long-term plan;
 - (c) Track and report progress on plan quarterly to NMERB and update assumptions annually;
 - (d) Collect and review annual financial audits and ADV Form B from investment managers and provide NMERB personnel with summary report detailing issues or concerns;
 - (e) Annually ensure investment manager compliance with capital waterfalls on the treatment of cash flows (return of capital, management fees and expenses, etc.), compliance with NMERB's side letter and limited partnership agreements.
 - (g) Review all Program investments and recommend appropriate actions (e.g., exercise of no fault rights and other rights or remedies, disposing of an underperforming investment, holding a satisfactory performing investment, making an additional or follow-on investment in a well performing investment, etc.);
 - (h) Provide quarterly performance reports and updates that will detail the Program's portfolio performance by fund and by category (e.g., venture, buyout, special situations, etc.) and other relevant categories. Such reports and updates shall also include data and information on outstanding commitments and all cash and stock distributions generated by the portfolio;
 - (i) Provide a quarterly summary letter that analyzes returns and ratios (cash amounts drawn and committed, cash amounts distributed and drawn, total value / cash amounts drawn, internal rates of return and other information over applicable periods), and significant or material events that occurred during such quarter.
- I. Appear as requested at NMERB, Staff or other meetings in New Mexico to present research data, analyses, written reports, and recommendations; and
- J. Appear as requested with NMERB Staff to conduct due diligence review of potential and existing fund investments.

PART 2

ADMINISTRATIVE INFORMATION

A. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Offerors responding to this RFP must provide answers to the questions posed in Exhibit B of this RFP. All proposals must be complete in every respect and must answer concisely and clearly all questions posed by the RFP. Late proposals will not be opened or accepted for consideration.
2. Proposals shall be submitted with a cover letter stating in the affirmative that the **Offeror meets each and all of the minimum requirements listed in Exhibit A of this RFP** and that the Manager is able and willing to provide the type and level of services required to fulfill the mandate proposed in this RFP as noted in Part 1.B. The cover letter and the offer made by the proposal, and any clarifications to that proposal, shall be signed by an officer of the Offeror or a designated agent empowered to bind the Offeror in a contract. The cover letter must also identify any sections of their proposal that the firm is identifying as confidential. (See Part 2.C - Disclosure of Proposal Content.)
3. Offerors must complete and sign the responses required by the placement agent disclosure **and** the campaign contribution disclosure policies of NMERB (Exhibit C and Exhibit F).
4. Proposals should follow the order of questions as they are asked in Exhibit B of this RFP. In response to each question asked in Exhibit B, restate the main question (denoted by a number or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked (including the issues addressed in the bullet points following a question). A Microsoft Word compatible version of Exhibit B is available upon request to Steve Neel at Steve.Neel@state.nm.us.
5. Supporting material must be clearly referenced to the appropriate question. Information and materials which are strictly promotional in nature should not be used. The submission of such material may serve to disqualify the Offeror from further consideration.
6. Verbal communication with NMERB staff regarding this RFP during the selection process is not permitted. Written requests for clarification of questions or terms contained in the RFP should be directed to Steve Neel at Steve.Neel@state.nm.us before October 7, 2014.
7. **Proposals must be received at the NMERB Office no later than 5:00 p.m. MST, October 21, 2014.**

8. Offerors must submit three (3) complete paper copies to NMERB's address:

State of New Mexico Educational Retirement Board
6201 Uptown Blvd. Suite 204
Albuquerque, NM 87110
Attn: Steve Neel

In addition, the Offeror must e-mail a complete electronic version of its proposal to NMERB at NMERB.Investments@state.nm.us. Please submit documents in Word format, single-spaced with 1" page margins. Font should be 11 point, preferably Times New Roman. Data should be submitted in Excel. Please do not send zipped files.

B. REJECTION OF PROPOSALS

1. Offerors responding to this RFP must restrict their proposals to the structure specified in this RFP. Alternate or substitute structures will be rejected.
2. NMERB reserves the right to reject any or all proposals in whole or in part received by this request, due to noncompliance with the requirements of this RFP or for any other reason. NMERB will not pay for any information herein requested, nor is it liable for any costs incurred by the submitting Offerors.
3. NMERB reserves the right to not hire or to defer the hiring of an Offeror for these consultant services.

C. DISCLOSURE OF PROPOSAL CONTENT

The laws of New Mexico require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld but only if designation of such sections is stated in the proposing Offerors' cover letters and confidential information is ***clearly identified*** as such on each of the applicable pages within the body of the proposal.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and disqualify the Offeror.

If the Offeror designates any portion of the RFP as confidential, the Offeror must submit one "excised copy" of the proposal to NMERB from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Part 2.A.8 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The Offeror's failure to request confidential treatment of material will be deemed by NMERB as a waiver of any right to confidentiality that the Offeror may have had.

D. PROPOSAL OBLIGATIONS

The contents of the proposal and any clarifications thereto submitted by the successful Consultant shall become part of the contractual obligation and will be incorporated by reference into the ensuing contract.

E. DISPOSITION OF PROPOSALS

All proposals become the property of NMERB and will not be returned to the Offeror. *[Late proposals will not be opened.]*

F. GRATUITIES

1. The laws of New Mexico provide that it is a felony to offer or promise to give anything of value or benefit to a state employee with the intent to influence that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting authority.
2. NMERB provides reimbursement for transportation, lodging, meals, and miscellaneous expenses for its employees.

G. NEW MEXICO STATUTES AND RULES

The terms and conditions of this RFP and the resulting contract shall be construed in accordance with the laws of New Mexico. Whenever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the State of New Mexico.

H. SIGNATURE OF OFFEROR'S AGENT

The offer made by the proposal, and any clarifications to that proposal, shall be signed by an officer of the Offeror or a designated agent empowered to bind the Offeror in a contract.

I. NMERB CONTRACT SIGNATORY

Executive Director or Deputy Director.

J. AWARD OF MANDATE

NMERB reserves the right to award this contract to the Consultant which will provide the best match to the requirements of the RFP, not necessarily to the Consultant with the

lowest fee or cost proposal. The successful Consultant will be determined in accordance with the evaluation criteria defined by NMERB.

K. EVALUATION OF PROPOSALS

An Evaluation Committee will meet to evaluate and score the proposals. Upon completion of the Evaluation Committee's evaluation on-site office visits may be conducted with certain but not necessarily all of the Offerors and, thereafter, finalist interviews will be conducted, in each case as determined by the Evaluation Committee in its sole discretion. A final determination to execute a contract will be made by the NMERB Investment Committee.

L. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Investment Philosophy - 30%
Based on information provided in these responses, NMERB will determine what form of business model is most efficacious to the Fund.
2. Personnel and Experience - 20%
3. Proven ability to underwrite and execute Secondary and Co-investments - 20%
4. Administration and Resources - 15%
 - a. Ability to monitor, reconcile, and analyze portfolio performance on a quarterly basis;
 - b. Reporting/presentation procedures and capabilities; and
 - c. Proven ability to gain access to top performing private equity partnerships.
5. Cost – 15%
It is assumed that fees will vary considerably based on the business model each firm utilizes. Fees will be evaluated based on their reasonableness relative to each model of service. However, fees may also be a consideration in NMERB's choice of service model.

PART 3

CONTRACTUAL REQUIREMENTS

The contract between NMERB and the successful Offeror shall contain substantially the same terms and conditions in the sample contract attached to this RFP as Exhibit C, Sample ERB Private Equity Consulting Services Contract. The contract shall incorporate a fee schedule in the form prescribed on Exhibit B. The contract also shall incorporate the warranties that appear at Exhibit D.

The initial term of the contract shall be four (4) years and is intended to commence on or about January 1, 2015. The term of the contract may be extended for two (2) or more additional years, by agreement of both parties, upon the same terms and conditions in effect at the time of the extension.

NMERB may, in its sole discretion, conduct discussions or negotiations with Offerors, in accordance with the requirements of NMERB's Investment Services Procurement Policy. It should be clearly understood, however, that NMERB reserves the right to accept proposals and make contract awards without conducting such discussions or negotiations. Furthermore, as a condition of submitting a proposal, all Offerors shall agree to provide the services required by this RFP and to adhere to all the requirements, specifications, terms, and conditions of this RFP. For these reasons, NMERB strongly recommends that Offerors review the RFP with counsel in advance of submitting a proposal. (Also see Part 5, Form of Proposals, below, and the Signature Page located in Exhibit B.)

If NMERB elects to conduct discussions or negotiations with Offerors, NMERB may establish a common date for submissions of best and final fee offers, if appropriate. Offerors shall bear any and all costs incurred by them in the conduct of any discussions or negotiations, including travel to New Mexico for oral presentations or their costs associated with due diligence visits made by members of the RFP Evaluation Committee. Any additional terms and conditions which may be the subject of negotiation will be discussed only between NMERB and the Offeror who suggests them and shall not be deemed an opportunity to amend the Offeror's proposal in any other respect.

Part 4

TIMETABLE FOR THE PROCUREMENT

SCHEDULE OF EVENTS (all subject to change at the discretion of NMERB):

1. **September 30, 2014** - RFP IS ISSUED. Written requests for clarification of questions or terms contained in the RFP should be directed to Steve Neel at Steve.Neel@state.nm.us before October 7, 2014.
2. **October 21, 2014** - PROPOSALS DUE - The original proposals must be received at the NMERB Office by 5:00 p.m. MST.
3. October /November - ON-SITE VISITS, at the discretion of NMERB.
4. December 11, 2014 - FINALIST INTERVIEWS AND SELECTION OF MANAGER(S) - The NMERB Investment Committee will interview finalist Consultants and make a final selection of the Consultant at their regularly scheduled meeting in Albuquerque, New Mexico.
5. December 12, 2014 - ANNOUNCEMENT OF SELECTION - NMERB will notify all firms that submitted a proposal of its selection, which shall be subject to successful negotiation of a contract with the selected Consultant.
6. **January 1, 2015** - CONTRACT BEGINS, at the discretion of NMERB.

Part 5

FORM OF PROPOSALS

Proposals submitted in response to this RFP must be organized and submitted in the format described below, using the applicable forms attached to the RFP and following the instructions in such forms. The hard copy, signed proposal must be printed on standard 8 ½" x 11" paper and placed within a binder. Within each section of the proposal, the Offeror should address the items in the RFP in the order in which they appear in the RFP. For each form that is attached to the RFP, as required, each question should be repeated in its entirety before the answer. Proposals should stress completeness, clarity, and succinctness.

Any proposal that does not strictly adhere to the following format, and does not address each specification and requirement within the RFP and the applicable forms may be deemed non-responsive:

- A. Each proposal shall contain an index or table of contents near the front of the proposal, listing the materials included in the proposal.

Offerors shall complete, sign and attach to the proposal a completed and signed Signature Page (Exhibit B). This page must be signed by a signatory with the authority to bind the Offeror. The Signature Page must contain the following statement: "By signing this Company Questionnaire, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP #2014-09-01 (INV), Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP if selected. Offeror further agrees to be bound by this proposal for a minimum of 180 days from the date the RFP was issued." Additionally, by signing the Signature Page contained in Exhibit B, the Offeror agrees to accept and comply with all the terms and conditions of the RFP.

Any proposals not bearing the appropriate signatures on the Signature Page contained in Exhibit B, referenced above, will not meet the minimum qualification requirements of the RFP and will not be considered further in the evaluation process.

- B. Offerors must complete and sign the responses required by the placement agent disclosure (Exhibit E) and the campaign contribution disclosure (Exhibit F) policies of NMERB.
- C. The Offeror may attach such other supplementary material as it sees fit to explain its proposal and any additional contractual terms and conditions that the Offeror may suggest. (See Part 3)
- D. The Offeror may request in writing the non-disclosure of confidential information contained in the proposal. Such data shall be clearly marked and identified as "confidential" and shall be easily separable from the proposal in order to facilitate any eventual public inspection of the non-confidential portions of the proposal. After the

contract has been awarded, each proposal, except those portions for which the Offeror has made a valid written Request for Confidentiality, shall be open to public inspection. NMERB reserves the right to review the appropriateness and validity of a request for confidentiality. (See Part 2.C – Disclosure of Proposal Content.)

EXHIBIT A

**Request for Proposal
Private Equity Investment Consultant
RFP #2014-09-01 (INV)**

MINIMUM QUALIFICATIONS COMPLIANCE

**ACKNOWLEDGMENT OF MINIMUM QUALIFICATIONS COMPLIANCE
AND
ACKNOWLEDGMENT OF RECEIPT FORM**

THE OFFEROR HEREBY ACKNOWLEDGES THAT:

- It has received a complete copy of the above-referenced RFP for Private Equity Investment Consultant Services, which begins with a cover page and ends with Exhibit F. It meets all of the minimum qualifications stated below as of June 30, 2014.

In order to certify, the Offeror shall complete, sign and submit this form to NMERB no later than 5:00 p.m., Mountain Standard Time, on October 21, 2014. Only potential Offerors who meet the Minimum Qualifications and return this form by the deadline are entitled to receive copies of NMERB's written responses to Offerors' written questions concerning this RFP.

FAILURE TO MEET AND CERTIFY THE FOLLOWING SHALL RESULT IN THE REJECTION OF THE PROPOSAL FOR NON-RESPONSIVENESS. PLEASE INCLUDE YOUR CERTIFICATION TO THE BELOW MINIMUM QUALIFICATIONS WITHIN YOUR SUBMISSION OF YOUR ACKNOWLEDGEMENT OF COMPLIANCE AS WELL AS WITH YOUR FINAL RFP RESPONSE.

- A. Offeror must be a SEC-registered investment advisor or exempt from registration. If exempt, the Offeror must explain the nature of its exemption from registration.
- B. Offeror must be prepared to submit entire Form ADV if selected as a semi-finalist; Part 1, Part 2 brochures and any relevant schedules.
- C. Offeror must meet the following minimum client base or assets under management as of December 31, 2013:
 1. An Offeror's investment professionals must have consulted with at least three (3) public pension plans with total plan assets of at least \$5 billion.
 2. An Offeror must have at least five (5) years of experience in providing Private Equity Investment Consulting services to U.S. tax-exempt clients with total plan assets of at least \$5 billion.

D. Physical Presence at Meetings. Consultant's representatives must agree to attend:

1. One Investment Committee meeting per month.
2. Meetings related to investment manager searches and site visits (as needed).

E. Offerors must have a positive net worth as of the submission date of its proposal and shall maintain a positive net worth for the duration of any contracts entered into with NMERB. Although this is not a Minimum Qualification requirement, NMERB may give preferential treatment to Offerors who provide their most recent financial statements and/or audits in order for NMERB to determine the Offeror's financial viability.

F. Other Requirements. Offeror must:

- 1) Agree to be a fiduciary of the Board and Pension Fund as that term is defined by the laws and rules governing the Board.
- 2) Not have any direct or indirect ownership of investment managers, investment brokers or investment banking services that would conflict in any manner or degree with the performance of services required under any professional services agreement entered into by NMERB and the Offeror.
- 3) Disclose annually to the Board any revenues or income, fee breaks, soft dollars, hotel and travel expenses, or other items of significant monetary value received by the consultant or any affiliates from investment managers, general partners, brokerage firms, investment banks or other financial services businesses.

G. Offeror must agree to keep the proposal open for a period of not less than 180 days from the date the proposal is received by NMERB.

H. Offeror must agree to incorporate the warranties attached as Exhibit D, into any contract entered into as the result of a contract award made under this RFP (see Signature Page, Exhibit B).

I. Offeror must agree to submit a fee proposal with the RFP response.

EXHIBIT B

Request for Proposal General Investment Consultant RFP #2014-09-01 (INV)

SIGNATURE PAGE

1. MINIMUM QUALIFICATIONS COMPLIANCE

The Offeror hereby certifies that it meets all of the minimum qualifications detailed in Exhibit A, Minimum Qualifications Compliance, and has provided written explanations as necessary. The Offeror has answered all questions and submitted all attachments requested in Exhibit A, Minimum Qualifications. The Offeror agrees to submit Form ADV, Parts I and II, as well as three references from existing public fund clients, if selected as a finalist.

2. COMPANY QUESTIONNAIRE CERTIFICATION

The Offeror certifies that all questions in the NMERB Questions have been answered accurately and completely.

3. WARRANTIES

Offeror agrees to incorporate the warranties listed in Exhibit D, Contractor's Warranties to ERB, into any contract entered into with NMERB.

4. PLACEMENT AGENT DISCLOSURE AND CAMPAIGN CONTRIBUTION DISCLOSURE

Offeror has completed, signed, and included in the proposal the responses required by the placement agent disclosure **and** the campaign contribution disclosure policies of NMERB (Exhibit E and F).

Exhibit B – Signature Page continued on next page.

EXHIBIT B, contd.
Request for Proposal
Private Equity Investment Consultant
RFP #2014-09-01 (INV)

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE #: _____

FACSIMILE #: _____

FEDERAL EMPLOYER IDENTIFICATION # _____

NEW MEXICO TAX # (if any) _____

CONTACT PERSON FOR PROPOSAL _____

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to **RFP #2014-09-01 (INV)**, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 180 days from the date the RFP was issued.

SIGNED BY:

Name (print):

Title:

Date:

EXHIBIT B, contd.
Request for Proposal
Private Equity Investment Consultant
RFP #2014-09-01 (INV)

Instructions: Offerors must complete all questions in Part II. NMERB Questions

Part II. NMERB QUESTIONS

A. ORGANIZATION

1. Please give a brief history of the firm including: a) the year organized, and b) the year the firm began offering investment consulting services.
2. Describe the ownership of the firm, including but not limited to:
 - a. ownership structure;
 - b. affiliated companies or joint ventures;
 - c. if an affiliate, specify the percentage of parent firm's total revenue generated by your organization; and
 - d. if the firm is a joint venture partner, identify the percentage of ownership and revenues recognized by each association partner.
3. Provide an organizational chart diagramming the relationships between the professional staff as well as the parent, subsidiary, affiliate, or joint venture entities.
4. Provide the details on the financial condition of your firm and any parent firm(s). The most recent annual reports filed with the SEC will be acceptable, but any recent material changes must be included.
5. Provide specific details on all revenues generated by your firm and any parent firm(s) from money management firms and/or brokerage firms as a result of your consulting or other investment-related services.
6. Describe the levels (US dollar amounts) of coverage for SEC-required (17g-1) fidelity bonds, errors and omissions coverage and any other fiduciary coverage that your firm carries. List the insurance carriers providing the coverages.

7. Describe any material developments in your organization (changes in ownership, personnel, business, etc.) over the past three years. Do you anticipate any such material developments in the near future?
8. Over the past five years, has your organization or any of its affiliates or parent, or any officer or principal been involved in any business litigation, regulatory or legal proceedings? If so, provide an explanation and indicate the current status.
9. Has your insurance carrier been notified of any potential litigation?
10. Describe any potential conflicts of interest your firm may have in the handling of this account.
11. Please disclose any notices or letters received from regulatory agencies, such as the Securities and Exchange Commission, regarding perceived conflicts of interest in your business.
12. Please identify and provide brief biographical information on the professional staff (consultants, research analysts, client service officers, etc.) who will be involved with the services for this account, including education, experience, responsibilities and years with your firm.
13. Provide a discussion of prospective staffing for the ERB account, outlining specific individuals, their roles, and percent of time allocated to this account.
14. Have any senior personnel left or joined the firm in the last three years? If so, please indicate when and why. In which products were they involved?
15. Please describe any plans for adding staff over the next 12 to 24 months.
16. Describe your firm's backup procedures in the event the key consultant professional assigned to this account should leave the firm or be transferred to other accounts or duties.
17. Please describe your hiring and internal retention procedures for client consultants and research analysts.
18. Please detail your client to consultant ratio, both by total and with a breakdown by seniority (e.g., managing directors, associates, analysts).
19. What is your expectation for expanding your number of client relationships?
20. Provide a list of clients who have terminated a consulting relationship with your firm within the last three years. Indicate number of years of relationship, date, and reason for termination.

B. CONSULTING PHILOSOPHY AND PROCESS

1. Please describe your investment consulting philosophy. Include the approach to the development of an investment policy, asset allocation recommendations and evaluation of asset changes.
2. How does your firm implement this philosophy? How would you implement this philosophy with respect to NMERB?
3. Describe your firm's broad consultative approach (client involvement, staff involvement, decision making, qualitative/quantitative considerations, duty of care, human resource requirements, communications, transparency, etc.). Does this differ between discretionary and non-discretionary mandates?

C. DUE DILIGENCE PROCESS

1. Please describe your due diligence process from macro-level considerations to sourcing and screening through to investment recommendation/opinion. Please describe staff involvement, resources, the use of third-party services or resources and the decision-making process. How does this differ between discretionary and non-discretionary mandates? Your responses should address:
 - a. How and when information is collected and/or created and how this information is used;
 - b. How/if your firm monitors the Private Equity investment landscape broadly;
 - c. Your firm's ability to proactively identify and assess Private Equity opportunities;
 - d. Your firm's diligence in regard to a management team's investment performance/acumen;
 - e. Diligence of management organizations and their operations;
 - f. Diligence of management teams and individuals;
 - g. Diligence of structural and contractual terms that will govern an investment; and
 - h. How/if your firm monitors Private Equity investment opportunities that are no longer open for investment.
2. Please describe how your firm sources and performs due diligence on secondary and co-investment transactions.
3. Please provide a copy of your firm's Investor Due Diligence Questionnaire (by sub-strategy if available), performance data request template, and list of other deliverables.
4. Please provide a copy of one of your most recent investment recommendation memorandum.

D. STANDARDS OF CONDUCT

1. Does your firm have a written code of conduct or a set of standards for professional behavior? If so, please provide a copy. How is employee compliance monitored and enforced?
2. Has your firm adopted the CFA Code of Ethics and Standards? If so, how is employee compliance monitored?
3. How are consultants' recommendations to clients reviewed and monitored by your organization? Does your firm adhere to a level of consistency in consultant recommendations?
4. Within the last five years, has your organization or an officer or principal been involved in actual or threatened litigation, administrative or regulatory, or similar investigation proceedings relating to your investment consulting assignments? If so, provide an explanation and indicate the current status or disposition to include any censures, fines, or reprimands received from regulatory bodies.
5. Has your firm ever been required to pay damages, penalties or trade/relinquish something of value under any of its existing or past contracts as it relates to services similar to those contemplated by this RFP? If so, describe the situation.

E. CONFLICTS OF INTEREST

1. Disclose any business your firm, affiliates, or parent company does with NMERB.
2. Are there any actual or potential conflict of interest issues your firm would have in servicing NMERB? If so, describe them.
3. How does your firm identify and manage conflicts of interest?
4. What is your firm's policy on soft dollar payments? Do your investment consulting clients have soft dollar arrangements with your firm? If so, indicate the percentage of your clients under these arrangements.
5. Does your firm hold or sponsor money manager or client conferences? If so, describe all conferences your firm held or sponsored in the past 24 months. If these services are offered on a complimentary basis to public pension plan clients with gift reporting requirements, how are these complimentary services disclosed?
6. Has your firm, or anyone in your firm, provided any gifts, travel and room expenses, entertainment or meals to any NMERB Board member or Investment staff member during the past 36 months? If yes, describe the expenses and their purpose.
7. List and describe any professional relationship your firm has had with NMERB, its legislative oversight bodies, or the State of New Mexico during the past three (3) years.

8. Are there any circumstances under which your firm, or any individual in your firm, remits or receives compensation, finder's fees or any other benefit to or from investment managers or third parties? If so, what is the extent of these payments in relation to the firm's other revenue?

F. PERFORMANCE (Please Complete Spreadsheet 1)

1. If you manage discretionary accounts, please provide your performance record for the past five years (ended 06/30/2014)
2. Please discuss how you benchmark Funds, Co-investments, Secondary LP interest transactions and total private equity portfolios? What data providers do you utilized and why?
3. If you advise on non-discretionary mandates, discuss your approach for assessing performance on these accounts.
4. Please complete attached excel spreadsheets.

G. STRATEGY ALLOCATION

1. Please describe your firm's view in regard to the function that Private Equity provides in a diversified institutional investment portfolio.
2. Discuss the theory and methodology of the private equity portfolio construction among sub-strategies. Has your model been revised in the last 5 years? If so, what was the change? How do you develop asset class assumptions and how often are your asset class assumptions updated?
 - a. Discuss the theory and methodology for determining the inputs for the model.
 - b. What is an appropriate long-term return assumption for a Private Equity portfolio? What sub-strategy allocation will accomplish this goal?
 - c. Provide a copy of your most recent private market forecast for Private Equity sub-strategies.

H. INVESTMENT MANAGER DATABASE

1. Does your firm maintain an in-house/proprietary database of private equity investment managers? If not, which vendor do you utilize for manager data? How many managers/products are contained in the database(s) that you use?
2. Does your firm maintain a forward calendar? How often are managers in your database reviewed? Under what circumstances are managers added to your database? Please provide a copy. How is it maintained?

3. Describe how your firm gathers, verifies, updates, and maintains the data collected on managers for the database.
4. Please provide a sample manager search report.

I CLIENT SERVICE

1. Which of your firm's offices would service this account? Which office(s) would specifically provide what services?
2. Who will be the client service officer or consultant? How often could this person be available for client meetings?
3. Provide samples of client reports and indicate their frequency.
4. What other communication is provided to clients (including descriptions and/or samples of newsletters, seminars, research, etc.)?

J. MISCELLANEOUS

1. In 500 words or less, please describe opportunities you see in European Private Equity. Who are your preferred European General Partners and why?
2. In 500 words or less, please describe opportunities you see in the North American Middle market Private Equity. Who are your preferred North American Middle market General Partners and why?
3. In 500 words or less, please describe opportunities you see in Venture Market. Who are your preferred Venture General Partners and why?
4. Please provide copies of private equity white papers completed in the last 12 months.
5. In 500 words or less, describe any changes or strategic initiatives where you would focus the NMERB commitments within the next three years.
6. Does your firm have any affiliation with placement agents? Does your firm receive any consideration from placement agents?

EXHIBIT C

Request for Proposal Private Equity Investment Consultant RFP #2014-09-01 (INV)

SAMPLE NMERB CONTRACT

STATE OF NEW MEXICO EDUCATIONAL RETIREMENT BOARD PROFESSIONAL SERVICES CONTRACT

This agreement (this "Agreement") is made and entered by and between the New Mexico Educational Retirement Board ("ERB") and ABC Consulting ("ABC"). ABC will provide ERB with Private Equity Consulting services.

SCOPE OF WORK:

The Advisor shall perform the services listed below and other services as requested by designated NMERB management and investment staff ("Staff"), subject to reasonable deadlines established by Staff, and requirements of New Mexico statutes with respect to NMERB. The Advisor will maintain such contact with the Staff as necessary in order to accomplish the following:

1. Assist Staff in developing and updating goals, strategy, objectives and policies for the NMERB private equity program (the "Program") which may include various types of investment partners with whom NMERB does business, including general partners, managers, investment managers, private equity funds, managed accounts and investment managers retained pursuant to a contract;
2. Work with Staff and other third parties designated by NMERB (collectively with Staff, "NMERB Personnel") in developing annual commitment targets for the Program to arrive as closely as possible to targeted invested levels (the "Pacing Plan");
3. Project quarterly, annual and multiple year cash flows for a forward-looking plan for the Program ("Forward-Looking Projections" and collectively with the Pacing Plan and the goals, strategy and objectives of the Program, the "Strategic Plan");
4. Evaluate any existing procedures for the screening and the due diligence process of NMERB's private equity investments under the Program and update and revise

such procedures and develop new procedures, from time to time, as is reasonably necessary to enhance and protect NMERB's investments;

5. Screen investment opportunities and review funds fitting the profile of the investment type and style of the Program, which shall include but not be limited to the following:
6. The Advisor shall screen funds sourced independently by Staff and provide written recommendations as to whether NMERB should proceed or not proceed with an investment with respect to such funds;
7. Conduct thorough due diligence reviews on funds including, but not limited to, financial analysis, background checks, and due diligence reviews of prospective general partners and the associated partnership/fund proposals meeting criteria for final consideration for investment, it being understood that the additional cost to the Advisor for background checks requiring criminal or credit research must be approved in advance by NMERB and will be passed through to NMERB;
8. Provide summaries and a brief report and explanation with respect to funds that have been reviewed and for which the Advisor is recommending an investment by NMERB;
9. Provide to the Staff a written preliminary review (the "Preliminary Investment Report") of the proposed offering and investment documents at least one (1) month (or such shorter period as directed by Staff in its sole discretion) prior to the presentation to NMERB's Investment Committee for approval of such investment, which shall include compliance with the NMERB investment requirements set forth on APPENDIX A (the "NMERB Investment Requirements") and which shall also include the current versions of the investment documents (e.g., amended and restated limited partnership agreement or comparable governing document of the proposed investment, private placement memorandum and all supplements thereto, management agreement, the due diligence questionnaire, etc.). A complete copy of the Preliminary Investment Report shall also be provided to Agency counsel; and
10. Prepare and present final recommendations (the "Final Investment Report") for investment by NMERB to the Staff at least ten (10) days prior to the presentation to NMERB's Investment Committee for approval of such investment, which shall include compliance with the NMERB Investment Requirements and which shall also include any changes or updates that have been made to the investment documents.
11. Monitor all Program investments and analyze performance as set forth below.
 - a. Compile and review quarterly reports produced by the Program and the Program advisors including NMERB Personnel;

- b. Prepare and present a combined total Program and semi-annually review and update status on tracking to long-term plan;
- c. Report Program progress on a quarterly basis to NMERB and update assumptions annually;
- d. Act as NMERB's agent for the purposes of performing the duties specifically set forth in this Agreement with respect to all portfolio partnerships in the Program, provided, however, that Advisor may not take any actions that are binding on NMERB without prior NMERB approval. For the avoidance of doubt, Advisor shall not act as NMERB's agent for any other purpose or with respect to any other person or entity except to the extent specifically set forth in the immediately preceding sentence. Maintain communication with and general oversight for all Program investments as necessary. Unless requested by NMERB, attendance at annual and other meetings with respect to the Program investments will not be required;
- e. Review all proposed amendments to the fund agreements and documents including without limitation, limited partnership agreements, limited liability company operating agreements, management agreements, side letters, trust agreements, offering documents, private placement memoranda and all other legal, governing or related agreements and documents and recommend specific courses of action as necessary;
- f. Review all Program investments and recommend appropriate actions (e.g., exercise of no fault rights and other rights or remedies, disposing of an underperforming investment, holding a satisfactory performing investment, making an additional or follow-on investment in a well performing investment, etc.);
- g. Provide quarterly performance reports and updates that will detail the Program's portfolio performance by fund and by category (e.g., venture, buyout, special situations, etc.) and other relevant categories. Such reports and updates shall also include data and information on outstanding commitments and all cash and stock distributions generated by the portfolio;
- h. Provide a quarterly summary letter that analyzes returns and ratios (cash amounts drawn and committed, cash amounts distributed and drawn, total value / cash amounts drawn, internal rates of return and other information over applicable periods), and significant or material events that occurred during such quarter; and
- i. Present reports and interpretation of analyses to NMERB not later than four (4) months in arrears, and combine this information with

the similar information provided by the NMERB general investment consultant to provide one combined document.

12. Appear as requested at NMERB, Staff or other meetings in New Mexico to present research data, analyses, written reports, and recommendations.
13. Appear as reasonably requested with NMERB Staff to conduct due diligence review of potential and existing fund investments.

COMPENSATION:

Advisory Fee: NMERB shall pay an advisory fee to the Advisor, for its investment advisory and management services as set forth in this Agreement, quarterly in arrears in accordance with the fee agreement set forth on APPENDIX B (“Fee Agreement”). Payment shall be made following the end of each quarter within thirty (30) days of receipt by NMERB of a billing statement and may be prorated if the length of the engagement is extended or reduced by NMERB.

Billing: The Advisor shall submit to NMERB a detailed, certified bill for payment at the end of each quarter.

Payment of Taxes: The Advisor shall pay all taxes assessed on the compensation received under this Agreement, and shall identify and pay those taxes under the Advisor’s federal and state identification numbers.

TERM:

The effective date of this Agreement is January 1, 2015. This Agreement shall terminate four (4) years from such effective date unless terminated earlier pursuant to Section IV (Termination) or Section XVII (Appropriations).

TERMINATION:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Notwithstanding the foregoing to the contrary, the Advisor acknowledges that in the event that NMERB reasonably believes that there has been any breach of Section VI (Assignment), VII (Subcontracting), VIII (Records and Audit), X (Confidentiality), XVIII (Equal Opportunity Compliance), XIX (Workers Compensation Act; Employee Pay Equity Reporting), XX (Standard of Care: Indemnification), XXI (Certain Campaign Contributions, Third Party Benefits, Investments and Investment Management Prohibited; Third Party Marketer Disclosure), XXII (Conflict of Interest), XXIII (Placement Agents), or XXIV (Future Policies) by Advisor or any other violation by Advisor of the laws, rules or regulations of the State of New Mexico, NMERB shall have the right to terminate this Agreement on three (3) days’ notice. In the event the termination date does not coincide with the last day of a quarter, the Advisor shall be entitled to a prorated portion of the fee for the quarter during which termination occurs as set forth in the Fee Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination under this section shall not effect a waiver of NMERB’s right to hold the Advisor liable for any

damages incurred by NMERB arising out of the Advisor's performance or failure to perform prior to termination.

STATUS OF THE ADVISOR:

The Advisor and its agents and employees are independent contractors performing professional services for NMERB and are not employees of NMERB. The Advisor and its agents and employees shall not as a result of this Agreement accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico. The Advisor acknowledges that all sums received under this Agreement are personally reportable by it for income tax purposes as self-employment or business income, and are reportable for self-employment tax.

ASSIGNMENT:

The Advisor shall not assign or transfer any interest in, or responsibility under, this Agreement, including but not limited to, by way of merger, acquisition, consolidation, operation of law or otherwise, or assign any claims for money due or to become due under this Agreement without the prior written approval of NMERB. A list of the Advisor's principal owners and other manager, directors and executive officers is set forth on APPENDIX C (the "Key Personnel"). The Advisor agrees that it will notify NMERB within ten (10) calendar days of (a) any changes in the Key Personnel, (b) the termination, addition, replacement or departure of any Key Personnel, and/or (c) any changes in the equity, ownership or economic interests of equity owners of the Advisor, other than current and future employees increasing their ownership stakes pursuant to equity incentive arrangements, provided that such equity incentive arrangements shall not in the aggregate, over the term of this Agreement, including any amendments hereto, exceed more than ten percent (10%) of the outstanding equity of Advisor as of the date hereof (as adjusted for equity splits, reverse equity splits, dividends and the like).

In the event any Key Personnel are terminated, replaced or otherwise depart from their relationship with Advisor, the notice referred to above shall include an explanation of the reasons for such termination, replacement or departure. In the event there is a change, addition or replacement with respect to the Key Personnel, any new individual that becomes a Key Personnel shall also be deemed to be Key Personnel for purposes of this Agreement and the notice provisions in clauses (a) and (b) in Subsection 1 of this Section VI (Assignment) shall apply with respect to such new individuals. For the avoidance of doubt, a change, termination, addition, replacement or departure with respect to the Key Personnel will not be deemed to be an amendment to this Agreement or otherwise require that an amendment be made to this Agreement.

No assignment shall be deemed to result from any changes in the directors, officers or employees of the Advisor, except as may be provided in the Investment Advisers Act of 1940.

SUBCONTRACTING:

The Advisor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of NMERB which may be withheld in the sole and absolute discretion of NMERB.

RECORDS AND AUDIT:

The Advisor shall maintain records, including billings, in sufficient detail to fully describe the services rendered during the term of this Agreement. These records shall be available and subject to inspection by NMERB and the New Mexico State Auditor for a minimum of three (3) years from the final payment under this Agreement. NMERB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of NMERB to recover excessive or illegal payments.

RELEASE:

The Advisor, upon final payment of the amount due under this Agreement, shall release NMERB, its officers and employees and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Advisor agrees not to purport to bind the State of New Mexico to any obligation not assumed in this Agreement by the State of New Mexico, unless the Advisor has express written authority to do so, and then only within the strict limits of that authority.

CONFIDENTIALITY:

Any information provided to or developed by the Advisor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of NMERB, unless otherwise required by law.

PRODUCT OF SERVICES; COPYRIGHT:

All written materials developed or acquired by the Advisor under this Agreement shall become the property of NMERB and shall be delivered to NMERB no later than the final termination date of this Agreement. Nothing produced in whole or in part by the Advisor under this Agreement shall be the subject of an application for a copyright by or on behalf of the Advisor without the prior written approval of NMERB.

AMENDMENT:

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. Any alterations, variations, modifications, waivers, or amendments to the provisions of this Agreement shall be valid only when they have been reduced to writings duly signed, and approved by the contracting parties. NMERB shall not pay for any items or services that the Advisor furnishes that are not specifically provided for in this Agreement.

SCOPE OF CONTRACT:

This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Agreement. The following documents comprise the entire agreement between NMERB and the Advisor:

This Agreement between NMERB and the Advisor; and Other requirements as reflected in the Appendices to this Agreement, as follows:

APPENDIX A: NMERB Investment Requirements

APPENDIX B: Fee Agreement

APPENDIX C: Key Personnel of the Advisor

APPENDIX D: Laws 2009, Ch. 154 (Relating to Public Money; Requiring Information Concerning Third-Party Marketers to be Disclosed Before Making Certain Investments)

APPENDIX E: NMERB Amended and Restated Policy Regarding Placement Agent Disclosures

APPENDIX F: Litigation

MERGER:

No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

APPLICABLE LAW:

This Agreement shall be governed by and construed under the laws of the State of New Mexico in all respects as such laws are applied to agreements among New Mexico residents entered into and performed entirely within New Mexico. All New Mexico conflicts of laws provisions, rules and principals shall be disregarded. The parties agree that any action brought by either party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, the District Court for the State of New Mexico, County of Santa Fe, New Mexico.

WAIVER:

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other subsequent breach; nor shall any waiver be valid or alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of the state of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall, regardless of the termination provisions in Section IV (Termination) above, terminate immediately upon written notice being given by NMERB to the Advisor. NMERB's decision as to whether sufficient appropriations are available shall be accepted by the Advisor and shall be final.

EQUAL OPPORTUNITY COMPLIANCE:

The Advisor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the Advisor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, religion, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Advisor is found not to be in compliance with these requirements during the term of this Agreement, the Advisor agrees to take appropriate steps to correct these deficiencies.

WORKERS' COMPENSATION ACT: EMPLOYEE PAY EQUITY REPORTING:

The Advisor agrees to comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Advisor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

Advisor agrees if it has ten (10) or more New Mexico employees or eight (8) or more employees in the same job classification, at any time during the term of life Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Advisor has two hundred fifty (250) or more employees Advisor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Advisor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should Advisor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Advisor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Advisor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Advisor further agrees that, should one or more subcontractors not meet the size

requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Advisor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report; submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Advisor shall submit the required form(s) to the State Purchasing Division of the General Services Departments, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this section. Advisor acknowledges that this subcontractor requirement applies even though Advisor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Advisor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement. This Section XIX shall in no way alter the requirements, and shall be subject to the provision, of Section VII (Subcontracting).

STANDARD OF CARE: INDEMNIFICATION:

Advisor is a fiduciary with respect to the services provided to NMERB under this Agreement. As a fiduciary, Advisor shall at all times perform its duties, obligations and responsibilities under this Agreement with, and shall at all times with respect to NMERB use, the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor, who is knowledgeable about researching, performing due diligence, recommending, selecting and monitoring investments, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The forgoing fiduciary standard requires both substantive and procedural prudence. Advisor shall at all times determine what information is material and relevant to its decisions, obligations, duties and responsibilities as a fiduciary with respect to the services provided to NMERB under this Agreement, and gather, examine, and understand that information and then make an informed and prudent decision based on its findings. Advisor's act of designating investment alternatives and investment managers is a fiduciary function, and as such, the designation by Advisor of investments, managers and the underlying investments of those managers, are all to be diversified so as to minimize the risk of large losses in the context of the investment objectives and targeted return of the Program, unless under the circumstances, it is clearly prudent not to do so. Advisor has a fiduciary obligation to prudently select investment alternatives and investment managers for the Program, as well as an ongoing residual fiduciary obligation to periodically evaluate the performance of such investments and managers to determine, based on that evaluation, whether the vehicles should remain suitable and prudent investment alternatives for NMERB. Advisor represents and warrants that there are no federal, state or local statutory disqualifications that apply to Advisor that may impact its fiduciary status with respect to the services provided to NMERB under this Agreement. Advisor acknowledges that Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and that nothing in this Agreement waives or limits NMERB's rights under those laws.

The Advisor holds itself out as an expert with respect to private equity investments. The Advisor represents itself as being possessed of greater knowledge and skill than the average person. Accordingly, the Advisor is under a duty to exercise a skill greater than that of an ordinary person and the manner in which the Advisor carries out its duties under this Agreement will be

evaluated in light of the Advisor's superior skill. The Advisor shall wholly indemnify the State of New Mexico against any and all losses, damages, costs, expenses, legal fees, and liability directly resulting from Advisor's breach of this Agreement, investment advice and other services provided under this Agreement that are not made in accordance with the provisions contained in this Agreement, investment advice not made in accordance with the law applicable to the Funds for which investment advice is rendered, and advice not made in accordance with the standard of care set forth in this Section.

The Advisor hereby acknowledges that it has a fiduciary duty to act in the best interests of NMERB and agrees to act in accordance with such fiduciary duty. In that regard, in performing its obligations and duties under this Agreement, the Advisor agrees to discharge its fiduciary duties to NMERB, and to act in accordance with the fiduciary standards in effect from time to time under federal and New Mexico law, which apply to persons serving in a similar capacity with respect to NMERB. The Advisor shall promptly furnish to NMERB, upon request, such information, including asset value information, as required for the preparation of such reports and returns as are required under applicable federal, state or local law to be filed with any governmental authority by NMERB or as may otherwise be reasonably requested by NMERB.

CERTAIN CAMPAIGN CONTRIBUTIONS. THIRD PARTY BENEFITS, INVESTMENTS AND INVESTMENT MANAGEMENT PROHIBITED; THIRD PARTY MARKETER DISCLOSURE:

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

The Advisor shall send written notice to Agency of any fees paid to any person affiliated with NMERB based on any investments that the Advisor has recommended for any client of the Advisor including, but not limited to NMERB. Such notice shall be made to Agency within ten (10) days of when Advisor knew or should have known of, or could have reasonably discovered, the payment of such fees.

The Advisor agrees that it shall not receive any fee, compensation, or benefit of any type whatsoever, including for any party other than NMERB with respect to any investment NMERB makes or position NMERB takes based on the Advisor's recommendation hereunder and that the receipt of any such fee, compensation, or benefit shall be a breach of this Agreement.

The Advisor shall not directly or indirectly engage in the business of (a) managing investments for other persons or entities on a fee basis or in any other manner for any direct or indirect benefit; provided, however, that nothing herein shall prevent Advisor from acting in an advisory capacity with respect to Advisor's other clients to the extent such advisory services were disclosed and represented to NMERB on or before the Effective Date, or (b) advising the general partners, managers, or investment managers of private equity funds in the management and investment activities of such funds, during the term of this Agreement.

The Advisor, and its members, partners, employees, agents, affiliates and related parties shall not invest in any investment partner as described in Section I (Scope of Work) for which Advisor has

provided the Agency any services as set forth under Section I (Scope of Work), regardless of whether such investment was or is made prior to or after the Agency has made an investment in such fund during the term of this Agreement. In the event that the Advisor or any of its members, partners, employees, agents, affiliates or related parties has invested in any such investment partner prior to the effective date of this Agreement, the Advisor shall promptly notify the Agency of such investment.

Attached hereto as APPENDIX D, is a copy of Laws 2009, Ch. 154 (Relating to Public Money; Requiring Information Concerning Third-Party Marketers to be Disclosed Before Making Certain Investments) amending the New Mexico Educational Retirement Act (the “Third-Party Marketer Disclosure Provisions”). The Advisor shall at all times comply with the Third-Party Marketer Disclosure Provisions and not take any actions or inactions that would cause Advisor, NMERB or its Board or its employees, to be in violation of the Third-Party Marketer Disclosure Provisions.

Attached hereto as APPENDIX E, is a copy of the NMERB Policy Regarding Placement Agent Disclosures (the “Placement Agent Policy”). The Advisor shall at all times comply with the Placement Agent Policy and not take any actions or inactions that would cause Advisor, NMERB or its Board or its employees, to be in violation of the Placement Agent Policy.

The Advisor shall confirm with respect to each investment that is subject to a Preliminary Investment Report and a Final Investment Report, that the “Investment Manager,” as such term is defined in the Placement Agent Policy, with respect to such investment has complied with the Placement Agent Policy and the Advisor shall also ensure that the Investment Manager has provided the “Placement Agent Information Disclosure,” as such term is defined in the Placement Agent Policy, and that such Placement Agent Information Disclosure is included in each Preliminary Investment Report and Final Investment Report.

CONFLICT OF INTEREST:

The Advisor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Advisor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or State employee, have been followed.

The Contractor and its officers and employees are prohibited from soliciting or receiving campaign contributions, for or on behalf of any NMERB Board member, candidate for NMERB Board member, or any political candidate in the State of New Mexico, or any political candidate or elected official In the State of New Mexico for statewide office, from any investment company or brokerage firm, including its officers and employees, which has engaged in any financial transaction with NMERB within the preceding twelve (12) months prior to the solicitation or receipt of the contribution or which reasonably expects within the next twelve (12) months to engage in financial transactions with NMERB. This restriction is not intended to prohibit a formal campaign committee from engaging in lawful political solicitations, provided that full disclosure is made, as required by law, to the appropriate authorities. The Contractor may not make campaign contributions to NMERB Board members, except to formal campaign

committees. Violation of this section constitutes a breach by the Contractor of its Agreement with NMERB.

PLACEMENT AGENTS:

Contractor acknowledges and agrees that it is NMERB's policy to prevent conflicts of interest or the appearance of conflicts of interest in NMERB's investment decision-making process, and ensure that investment decisions are made for the sole benefit of NMERB's participants and beneficiaries, as well as to ensure the integrity of the NMERB decision-making process. The goal of this policy is to help ensure that NMERB investment decisions are made solely on the merits of the investment opportunity by individuals who owe a fiduciary duty to NMERB.

It is the policy of NMERB that all potential investment managers, general partners, account managers, investment advisors, investment managers and other similar persons have open access to NMERB investment staff and personnel. As such, it is not necessary for any such person to use a Placement Agent, as such term is defined below, to gain access to any NMERB Staff or Personnel. For the avoidance of doubt, the use of a Placement Agent is not part of the investment decision-making process of NMERB, the NMERB Personnel or Staff.

Advisor represents and warrants (the "Placement Agent Representation") that neither Advisor nor any of Advisor's principals, employees, agents or affiliates have provided "Compensation," as such term is defined in the Placement Agent Policy, or agreed to provide Compensation, directly or indirectly, to any "Person," as such term is defined in the Placement Agent Policy, to act as a "Placement Agent," as such term is defined in the Placement Agent Policy, in connection with any investments that have been made, or that or currently being considered, by the NMERB. Advisor covenants (the "Placement Agent Covenant") that neither Advisor nor any of Advisor's principals, employees, agents or affiliates will provide Compensation or agree to provide Compensation, directly or indirectly, to any Person to act as a Placement Agent in connection with any future or proposed investment made or considered by the NMERB. If at any time during the term of this Agreement, the Placement Agent Representation becomes incorrect or inaccurate or the Placement Agent Covenant is not complied with, Advisor shall provide notice to NMERB within fourteen (14) calendar days of the date that Advisor knew or should have known that the Placement Agent Representation was incorrect or inaccurate or that the Placement Agent Covenant was not complied with. Under no circumstance shall NMERB be charged or required to pay, directly or indirectly, any cost or expense paid to or received by any Placement Agent.

In the event it is discovered that the Advisor knew or should have known about any material omission or inaccuracy in the Placement Agent Representation or the Placement Agent Covenant or any other violation of the Placement Agent Policy, NMERB shall have the right upon notice to Advisor to immediately exercise the following remedies: (a) be reimbursed by Advisor an amount equal to the greater of any management or advisory fees paid to Advisor for a period of two (2) years or an amount equal to the amounts paid or promised to be paid to the Placement Agent; and, (b) terminate immediately this Agreement and any other agreement with Advisor without penalty and/or cease making further payments of fees or expenses to Advisor.

FUTURE POLICIES:

The Advisor agrees to abide by all current and future NMERB policies with respect to the Program and current and future laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, with respect to the Program. It shall be the Advisor's responsibility and obligation to ensure that it keeps itself informed and updated with respect to all such policies, laws, rules, regulations and executive orders. If the Advisor is found not to be in compliance with these requirements during the term of this Agreement, the Advisor agrees to take appropriate steps to correct these deficiencies.

LITIGATION:

Advisor hereby represents and warrants that, to the best of its knowledge, having inquired of the Key Personnel and relevant officers, employees including legal counsel of Advisor, and except as otherwise set forth on the litigation disclosure schedule attached hereto as APPENDIX F, (a) there are no actions, proceedings or investigations pending before any court or governmental authority, including, without limitation, the Securities and Exchange Commission or any state securities regulatory authority, against the General Partner or the Key Personnel (other than in their capacity as directors of public companies) that claim or allege violation of any federal or state securities law, rule or regulation, and (b) during the five (5) years prior to the date hereof, none of the Advisor nor the Key Personnel (other than in their capacity as directors of public companies) has been found liable for, nor settled, any such violation in any such action, proceeding or investigation.

Advisor shall provide written notice to NMERB of the commencement of any litigation or governmental investigation or proceeding against Advisor or any of the Key Personnel or any of their respective affiliates or if the Advisor or any of the Key Personnel or any of their respective affiliates is named in any litigation, investigation or proceeding. Such notice shall be provided to NMERB within ten (10) calendar days of when Advisor or the Key Personnel becomes aware of such litigation, investigation or proceeding. In connection with any such notice, Advisor shall provide such additional information and details as may be reasonably requested by NMERB within five (5) business days of such request.

NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to each party at its respective address as set forth below or at such other address as such party may designate by ten (10) days advance written notice to the other party.

If to NMERB: New Mexico Educational Retirement Board Attn: Chris Bulman, General Counsel 701 Camino de los Marquez Santa Fe, NM 87505	
With a Copy separately addressed and delivered to: New Mexico Educational Retirement Board Attn: Bob Jacksha, Chief Investment Officer 701 Camino de los Marquez Santa Fe, NM 87505	
And a Copy separately addressed and delivered to: New Mexico Educational Retirement Board Attn: Steve Neel, Investment Officer 6201 Uptown Boulevard, Suite 204 Albuquerque, NM 87110	

MISCELLANEOUS:

Advisor hereby represents and warrants as of the date hereof that: (a) it is a limited liability company validly existing and duly organized and in good standing under the laws of the State of ; (b) it is a registered investment advisor under the Investment Advisors Act of 1940, as amended, and that it shall main such registration at all times during the term of this Agreement; (c) that it will not delegate its fiduciary duties assumed under this Agreement; and (d) it is lawfully authorized to conduct business in the State of New Mexico and it has completed, obtained and performed all registration, filings, approvals, authorization, consents, or examinations required by any government or governmental authority, including the State of New Mexico necessary for all acts required to be performed by Advisor pursuant to this Agreement.

Advisor and its agents and employees are independent contractors performing professional services for NMERB and are not employees of NMERB or the State of New Mexico. Advisor and its agents and employees shall not, as a result of this contract, accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico.

This Agreement may be executed by facsimile signatures and in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES AGREEMENT.

**NEW MEXICO EDUCATIONAL
RETIREMENT BOARD**

(signature)

(signature)

(print name)

(print name)

(print title)

(print title)

(date)

(date)

The New Mexico Taxation and Revenue Department has determined that this figure is exempt from gross receipts taxes as the work under contract is performed outside of the State of New Mexico.

TAXATION AND REVENUE DEPARTMENT:

(signature)

(print name)

(print title)

(date)

APPROVED AS TO LEGAL FORM:

(signature)

(print name)

(print title)

(date)

APPENDIX A

NMERB INVESTMENT REQUIREMENTS

The terms used in these NMERB Investment Requirements (the “Investment Requirements”) are intended to generally describe private equity investments. The terms General Partner, Partnership, Limited Partner Interest, and Partnership will be modified when necessary to reflect the nature of the investment vehicle and manager. These requirements shall apply to all of the various types of investment and investment partners with whom NMERB does business, including but not limited to general partners, managers, investment managers, private equity funds, managed accounts and investment managers retained pursuant to a contract.

A. INVESTMENT REPORT REQUIREMENTS

The Preliminary Investment Reports and the Final Investment Reports provided by Advisor to Staff shall include the following:

- (1) A review and analysis of the Partnership’s past performance;
- (2) Identification of the Partnership’s general partner and the partners or members of the general partner. A summary of the ownership structure of the general partner, including the percentage equity held by each member and/or partner of the general partner. An explanation of how the profits and economics of the general partner are shared within the organization;
- (3) The partnership’s investment decision making process;
- (4) The partnership’s economic and other key investment terms;
- (5) A review and analysis of comparable partnership investments in the market as of, and those projected to come to market in the twelve month period after, the date of the Preliminary and Final Investment Reports;
- (6) An analysis of how an investment in the Partnership will assist the Agency to meet its Strategic Plan;
- (7) A review and analysis of the performance of prior partnerships (or other relevant partnership if the partnership is an early generation fund) benchmarked against similar partnerships in the same or related sectors;
- (8) General background checks on all of the principals and executive personnel of the partnership and the general partner and with respect to all of the partners or members of the general partner (collectively the “GP Personnel”). Confirm who the appropriate “key persons” should be for the Partnership for purposes of the “key person time commitment provisions” and perform and provide results of a more specific and more detailed and comprehensive background check on such “key persons”, consistent with the language in Subsection 7(b) of Section I (Scope of Work) of the Professional Services Agreement;
- (9) Confirmation that none of the Partnership, the general partner, the GP Personnel, the “key persons,” their respective affiliated or related parties, and any equity owners, directors, officers, employees or agents of the foregoing, including but not limited to the foregoing person’s family members, has paid or otherwise provided at any time during the prior thirty-six months, nor will pay or otherwise provide, directly or indirectly, any campaign or other contribution, money, gift or other benefit to any (a) elected or appointed officeholder, or any official or

employee, or agent or contractor of the State of New Mexico, or to any of the foregoing persons' family members or related parties, or any public or quasi-public institutions of the State of New Mexico, or (b) non-profit company or organization, political action committee, or other private or public group or organization that has paid or otherwise provided, or that may reasonably be expected to pay or otherwise provide, directly or indirectly, any contribution, money, gift or other benefit to any person or entity listed in the foregoing clause (a). If the foregoing confirmation cannot be made because it is not correct, the following information shall be provided: (i) the name and address of each person and entity (each, a "Provider") that paid or provided such contribution, money, gift or benefit; (ii) a description of the direct or indirect relationship or connection of each Provider to the State of New Mexico; (iii) description of any contracts, agreements, arrangements or understandings that each Provider has, directly or indirectly, with the State of New Mexico; (iv) a description of each such contribution, money, gift or benefit that was paid or provided, including the amount or value thereof and the date or dates each was paid or provided; (v) the names and addresses of each person or entity that received such contribution, money, gift or benefit ("Recipient"); (vi) a description of the direct or indirect relationship or connection of each Recipient to the State of New Mexico; and (vi) any other information that may be requested by NMERB; and

- (10) Confirm that (a) there are no actions, proceedings or investigations pending before any court or governmental authority, including, without limitation, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any state securities regulatory authority, against the General Partner or the GP Personnel (other than in their capacity as directors of public companies) that claim or allege violation of any federal or state securities law, rule or regulation, and (b) during the five (5) years prior to the date hereof, none of the GP Personnel (other than in their capacity as directors of public companies) has been found liable for, nor settled, any such violation in any such action, proceeding or investigation. To the extent there are any such actions, proceedings or investigations, provided detailed disclosure regarding the same.
- (11) Identification of all "Placement Agents," as such term is defined in the NMERB Placement Agent Policy.
- (12) Confirm that the "Investment Manager," as such term is defined in the NMERB Placement Agent Policy, has complied with the NMERB Placement Agent Policy.
- (13) The Investment Manager's "Placement Agent Information Disclosure," as such term is defined in the Placement Agent Policy.

C. THE MANDATORY NMERB SIDE LETTER PROVISIONS

Advisor shall provide the most current version of the NMERB Side Letter to the General Partner at the time investment discussions are initiated by Advisor. Advisor shall obtain a certification from the General Partner that such provisions are acceptable to the General Partner as drafted and will be included in NMERB's side letter with respect to the underlying investment. If such provisions are not acceptable as drafted to the General Partner, Advisor shall indicate which provisions the General Partner finds objectionable and an explanation of the reasons why. This

certification which shall be set forth in the most current version of NMERB Mandatory Side Letter Provisions shall be executed by the General Partner and provided as part of the Preliminary Investment Report.

APPENDIX B

FEE AGREEMENT

NMERB PSA # _____

FEE AGREEMENT BETWEEN THE
NEW MEXICO EDUCATIONAL RETIREMENT BOARD
AND
XXX, XXX

This Fee Agreement is part of Professional Services Agreement (NMERB PSA # _____) (the “Contract”) between the New Mexico Educational Retirement Board (“NMERB” or “Agency”) and XXX, (“Advisor” or “Contractor”). For the services rendered under the Contract, the Advisor shall be paid an annual fee of \$xxx,xxx for a twelve (12) month period, to be computed after all services for the applicable period are performed, paid quarterly in arrears within thirty (30) days of the receipt of a billing statement by NMERB, which amount shall be all inclusive of Contractor’s costs and expenses associated with the services provided under the Contract including, but not limited to, travel, lodging, background checks, accounting and reporting, broken deals because of due diligence, and annual fund or monitoring meetings.

Advisor’s fees shall be prorated for any service that are provided but not paid for if the length of the engagement is other than the full four (4) year term of the Agreement. The prorated fee shall be calculated by (a) xxx by a fraction, the numerator of which is the number of days during the term of the Agreement for which services were provided and the denominator of which is one thousand four hundred sixty days (1460), and (b) subtracting the total fees previously paid to Advisor from the amount set forth in clause (a).

APPENDIX C
KEY PERSONNEL OF THE ADVISOR

APPENDIX D

**LAWS 2009, CH, 154
(RELATING TO PUBLIC MONEY; REQUIRING INFORMATION CONCERNING
THIRD-PARTY MARKETERS TO BE DISCLOSED BEFORE MAKING CERTAIN
INVESTMENTS)**

**Amending
NMSA CHAPTER 22, ARTICLE 11
EDUCATIONAL RETIREMENT ACT**

[Attached]

APPENDIX E

**NMERB AMENDED AND RESTATED POLICY REGARDING PLACEMENT AGENT
DISCLOSURES**

[Attached]

APPENDIX F
LITIGATION

EXHIBIT D

**New Mexico Educational Retirement Board
Contractor's Warranties to ERB**

Contractor warrants the following:

- A. Contractor warrants that it is registered as an investment advisor under the Investment Advisors Act of 1940 and that it shall maintain such registration at all times during the term of the contract (unless exempt and explanation of exemption is attached or provided at the time Contractor ceases to be so registered).
- B. Contractor warrants that it meets or will meet before the award of a contract the bonding requirement provided by Section 412 of the Employment Retirement Income Security Act of 1974 (ERISA) or that it carries at least an equivalent fidelity bond applicable to Contractor's actions under the Contract (unless exempt, and explanation of exemption is attached).
- C. Contractor warrants that it will not delegate its fiduciary responsibilities as assumed in Paragraph I (A) (4) of this Contract.
- D. Contractor warrants that it has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents or examinations, required by a government or governmental authority, including the State of New Mexico, for acts contemplated by the contract.
- E. Contractor warrants that it has a positive net worth at the effective date of this Contract. Furthermore, Contractor warrants that it shall notify ERB, in writing, of any material adverse change to Contractor's net worth.

Authorized Signature

Date

EXHIBIT E

New Mexico Educational Retirement Board Amended and Restated Policy Regarding Placement Agent Disclosures

I. POLICY.

It is the policy (this “*Policy*”) of the Educational Retirement Board (the “*ERB*”) to require (a) complete and timely disclosure of all agreements or other arrangements (collectively, “*Agreements*”) with respect to any actual or proposed Compensation to be received by Placement Agents from Investment Managers and Investment Consultants in connection with the investment activity of the Educational Retirement Fund (the “*Fund*”), and (b) that Investment Managers bear all direct and indirect fees, costs and expenses associated with such Placement Agents. Certain capitalized terms used in this Policy are defined in Section III. This Policy is intended to:

- A. Assist the ERB in making Investment decisions that are consistent with its Investment Policy, dated June 10, 2011, as the same may be amended from time to time;
- B. Provide direction to Investment Managers and Investment Consultants in regard to the disclosures that are required to be made with respect to the actual and potential use of a Placement Agent in connection with any Investment;
- C. Provide additional information to the ERB’s staff and its advisors for use in evaluating proposed Investments and providing advice and recommendations to the ERB; and
- D. Facilitate transparency regarding ERB investment activity.

Disclosure of the identity of third party marketers, and any fee, commission or retainer paid to a third party marketer, is required by Section 22-11-54 NMSA 1978, the text of which is set forth below in its entirety.

§ 22-11-54. Disclosure of third-party marketers; penalty

- A. *The board shall not make any investment, other than investments in publicly traded equities or publicly traded fixed-income securities, unless the recipient of the investment discloses the identity of any third-party marketer who rendered services on behalf of the recipient in obtaining the investment and also discloses the amount of any fee, commission or retainer paid to the third-party marketer for the services rendered.*

B. Information disclosed pursuant to Subsection A of this section shall be included in the quarterly performance reports of the board.

C. Any person who knowingly withholds information required by Subsection A of this section is guilty of a fourth degree felony and shall be punished by a fine of not more than twenty thousand dollars (\$20,000) or by imprisonment for a definite term not to exceed eighteen months or both.

D. As used in this section, "third-party marketer" means a person who, on behalf of an investment fund manager or other person seeking an investment from the fund and under a written or implied agreement, receives a fee, commission or retainer for such services from the person seeking an investment from the fund.

The term "third-party marketers" as used in Section 22-11-54 is incorporated in the term "Placement Agent" as used in this Policy.

The ERB has determined that the adoption of this Policy will facilitate implementation and enforcement of Section 22-11-54 and that the investment and reinvestment of the Fund pursuant to Section 22-11-13 will benefit from its adoption.

This Policy sets forth the ERB's Placement Agent disclosure requirements. This Policy does not prohibit an Investment involving a Placement Agent, provided that this Policy is otherwise complied with. This Policy's disclosure requirements are not intended to apply to a "placement agent" that does not receive any Compensation from an Investment Manager or Investment Consultant with respect to an Investment. For purposes of example only, if an Investment Manager retained a placement agent that neither directly nor indirectly provided services or a benefit to, or acted on behalf of, the Investment Manager in securing an Investment from the Fund, and such placement agent did not receive any Compensation related to such Investment, this Policy's disclosure requirements would not apply to the services that such placement agent provided the Investment Manager with respect to any other investor.

II. EFFECTIVE DATE OF POLICY; APPLICATION.

This Policy, as amended and restated, is effective upon its adoption and applies to all Investments made by the Fund after the date of this Policy's adoption. Investments of the Fund prior to effective date of this amended and restated Policy (the "Amended Policy Effective Date") are subject to the Policy as it existed prior to the Amended Policy Effective Date.

In connection with Investments made by the Fund prior to the Amended Policy Effective Date, this Policy will apply to: (a) any new investment or commitment, co-investment and other similar investment and acquisition activity made after the Amended Policy Effective Date, and (b) any amendment of an agreement, contract or other document entered into after the Amended Policy Effective Date that extends the term of such agreement, renegotiates investment management fees, increases the amount of the

Investment, or changes the Investment in any substantial manner, as determined by the ERB in its sole discretion. In neither event, however, will this Policy apply to the original Investment.

Notwithstanding the foregoing, the ERB encourages Investment Managers to voluntarily comply with this Policy and make the disclosures set forth herein with respect to Investments prior to the date of this Policy's adoption. Although registration of a Placement Agent with an appropriate regulatory agency was not required before December 12, 2009, the voluntary disclosure should include a statement whether a Placement Agent was so registered. Investment Managers will not be required to update any voluntary disclosures made pursuant to this paragraph. In the event of such a voluntary disclosure, the remedies listed in Section VII, subparts C-F below shall not apply.

In cases where an Investment Manager entered into a contract or other agreement to retain a Placement Agent prior to the December 11, 2009 adoption of the ERB's original Policy Regarding Placement Agent Disclosures, where that contract or agreement provided that the Placement Agent would be entitled to compensation for any new Investment by the ERB after the initial Investment, registration with an appropriate regulatory agency as set forth below shall not be required in order for such compensation to be paid. The Investment Manager and Investment Consultants shall provide the disclosures required under Section IV and Section V, respectively, relating to the ERB's new Investment. In addition, the Investment Manager and Investment Consultant also shall provide a statement whether the Placement Agent was registered with an appropriate regulatory agency as set forth below at the time of the original Investment prior to December 11, 2009, and if not, whether the Placement Agent has since become registered with such an agency.

This Policy shall apply only to the ERB's and the Fund's participation in Investments and not to any underlying or secondary discretionary investments made by an Investment Manager. For purposes of example only, if a "placement agent" directly or indirectly provided services or a benefit to, or acted on behalf of, a third party seeking to secure an investment by a fund being managed by an Investment Manager, the activities of the "placement agent" representing such a third party would not be covered by this Policy.

III. DEFINITIONS.

A. Affiliate(s) – With respect to a specified Person, a second Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control, with respect to such specified Person.

B. Compensation – any actual or proposed fee, commission, retainer, economic benefit or other consideration or benefit, to be paid, provided, or given to a Placement Agent that is or will be paid, provided, or given with respect to any Investment.

C. Corporate Affiliate(s) – With respect to a specified Person, a second Person that directly, or indirectly through one or more intermediaries, ultimately (a) has one hundred percent (100%) economic interest and equity and voting control, (b) is under one hundred percent (100%) economic interest and equity and voting control, or (c) shares with one or more other Corporate Affiliates one hundred percent (100%) of the common economic interest and equity and voting control, with respect to such specified Person. Persons who are employees or contractors of the Investment Manager to whom the Investment is related shall be deemed to be a “Corporate Affiliate” of such Investment Manager for purposes of this Policy.

D. Immediate Family Member – a spouse, father, mother, child (including adopted and step-children), father-in-law, mother-in-law, daughter-in-law or son-in-law.

E. Investment – shall mean without limitation any direct or indirect investment in private investment funds, real estate, real property assets, or securities by the Fund for the ERB and shall include investments by an Investment Manager on behalf of the Fund for the ERB held in or through a managed account or separate account with respect to which the Investment Manager has decision making discretion. The term “Investment” as used in this Policy shall not include investments in publicly traded equities or publicly traded fixed-income securities or investment.

F. Investment Consultant – a Person under contract with, or retained by, the ERB for the purpose of providing recommendations, advice or services relating to the investment, management and related activities of the Fund or a portion thereof but who does not exercise decision making discretion with respect to any Investment. The term Investment Consultant includes without limitation all principals, general partners, managers, officers, directors, members, Affiliates, and employees of the Investment Consultant. The term Investment Consultant does not include attorneys, actuaries, accountants, financial analysts, or economists under contract with the ERB to provide those professional services to the agency in connection with the investment, management and related activities of the Fund. Members of the foregoing professions who are under contract with or retained by the ERB primarily for the purpose of acting as Investment Consultants are not excluded from the definition of Investment Consultant. Employees of the ERB or the State of New Mexico whose responsibilities include managing or otherwise providing services with respect to any Investment are not Investment Consultants for purposes of this Policy.

G. Investment Manager – a Person that is seeking to be or that is retained by the ERB to make and/or manage Investments. The term Investment Manager includes without limitation all principals, general partners, managers, officers, directors, members, Affiliates, and employees of the Investment Manager. Employees of the ERB or the State of New Mexico whose responsibilities include

managing or otherwise providing services with respect to any Investment are not Investment Managers for the purposes of this Policy.

H. Placement Agent – a Person that directly, or indirectly through one or more intermediaries, is hired, engaged, retained, or otherwise made use of, contracted with, represents, provides services or a benefit to, or acts on behalf of, or receives Compensation from, an Investment Manager, Investment Consultant or any other Person with respect to any actual or proposed Investment where such Compensation is related in whole or in part upon the ERB making or agreeing to such Investment. Placement Agents must be registered with an appropriate regulatory body (e.g., SEC, FINRA, or state regulator).

The term “Placement Agent” includes, but is not limited to, any Person who receives or seeks to receive Compensation for providing an introduction or access to the ERB or the Fund and any Person who receives Compensation who subcontracts with, assists, facilitates, or otherwise aids, a Placement Agent. The term “Placement Agent” does not include (a) Persons or firms acting in a broker or dealer capacity for publicly traded or over the counter transactions in publicly traded equity and debt securities, and (b) brokers or dealers of privately negotiated transactions in secondary limited partnership interests and individual private companies, real estate properties or similar transactions.

I. Person - an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, or any other legal or commercial entity.

IV. INVESTMENT MANAGER RESPONSIBILITIES.

Investment Managers shall comply with Section 22-11-54, this Policy and any other applicable state and federal statutes and rules and fully cooperate with the ERB, its staff and its Investment Consultants to insure satisfactory compliance with such statutes, rules and this Policy. Investment Managers are required to:

A. Provide a statement disclosing whether a Placement Agent has been involved in the applicable Investment and if so, whether such Placement Agent is a Corporate Affiliate (the “Placement Agent Information Disclosure”), in a timely and complete manner to ERB Investment Division staff and its Investment Consultants, as applicable, as part of the ERB’s Investment due diligence process.

B. If a Placement Agent has been involved in the applicable Investment and if such Placement Agent is not a Corporate Affiliate, then the following must also be included as part of the Placement Agent Information Disclosure:

1. A statement disclosing and otherwise identifying all of the natural persons employed, hired, engaged, retained or otherwise affiliated (including, but not limited to, third party contractors, advisors and consultants) with the

Placement Agent that provided services with respect to the Investment being considered by the ERB.

2. A full resume for each partner, manager, principal, director, officer and supervisor (each a “Senior Person,” and, collectively, “Senior Personnel”) employed by or affiliated with the Placement Agent detailing that individual’s education, professional designations, regulatory licenses, and investment experience. Each Senior Person’s resume should state whether such Senior Person or an Immediate Family Member of the individual is, or was within the preceding three (3) years, a member of the ERB, its staff, or an Investment Consultant. All Senior Personnel must have a minimum of three (3) years experience in the securities or investment management industry.

3. Copies of all contracts, agreements, understandings and arrangements by and between the Investment Manager and the Placement Agent(s) with respect to the Investment being considered by the ERB.

4. Copies of all correspondence, letters, facsimiles, memoranda, and e-mails, by and between the Investment Manager and the Placement Agent(s) specifically related to or that otherwise specifically discuss ERB and the Investment being considered by the ERB.

5. A description of the Compensation provided or to be provided to a Placement Agent, including the value, timing, and nature of the Compensation with respect to the ERB and the Investment being considered by the ERB.

6. A description of the services to be performed, or which are currently being performed, by the Placement Agent and a statement whether the Placement Agent is utilized with all prospective investors or a subset of prospective investors (e.g., public pension funds, pension funds within a certain geographic region, etc.).

7. The names of any board member of the ERB, its staff or Investment Consultants who may have communicated in any form with the Investment Manager regarding the hiring, engagement or retention of a Placement Agent with respect to the ERB and the Investment being considered by the ERB. Such communications shall not include communications (a) for the purpose of obtaining the disclosures required by this Policy, or (b) that were otherwise part of the ERB’s and/or its Investment Consultants’ Investment due diligence process and did not otherwise relate to the hiring, engagement or retention of a Placement Agent.

8. The Investment Manager must provide a statement that the Placement Agent (or any of its Affiliates, if applicable) is registered with one or more regulatory bodies (e.g., SEC, FINRA, or state regulator) and provide details

of such registration, including any disciplinary actions, fines, or suspensions of registration.

9. A statement whether the Placement Agent, or any of its Affiliates, is registered as a lobbyist with the State of New Mexico.

C. If a Placement Agent has been involved in the applicable Investment and if such Placement Agent is a Corporate Affiliate, then the following must also be included as part of the Placement Agent Information Disclosure:

1. A statement disclosing and otherwise identifying all of the natural persons employed, hired, engaged, retained or otherwise affiliated (including but not limited to third party contractors, advisors and consultants) with the Placement Agent (collectively, the “*Placement Agent Personnel*”) that provided services specifically with respect to ERB and the applicable Investment.

2. A general description of the Compensation provided or to be provided to the Placement Agent Personnel, including the value, timing, and nature of the Compensation specifically with respect to the Investment being considered by the ERB.

3. A description of the services to be performed, or which are currently being performed by, the Placement Agent Personnel and a statement whether the Placement Agent and Placement Agent Personnel are utilized with all prospective investors or a subset of prospective investors (e.g., public pension funds, pension funds within a certain geographic region, etc.).

4. The names of any board member of the ERB, its staff or consultants who may have communicated in any form with the Investment Manager or the Placement Agent Personnel regarding the hiring, engagement or retention of a Placement Agent with respect to the Investment being considered by the ERB. Such communications shall not include communications (a) for the purpose of obtaining the disclosures required by this Policy, or (b) that were otherwise part of the ERB’s and/or its Investment Consultants’ Investment due diligence process and did not otherwise relate to the hiring, engagement or retention of a Placement Agent.

5. The Investment Manager must provide a statement that the Placement Agent (or any of its affiliates, if applicable) is registered with one or more regulatory bodies (e.g., SEC, FINRA, or state regulator) and provide details of such registration, including any disciplinary actions, fines, or suspensions of registration.

6. A statement whether the Placement Agent, or any of its affiliates, is registered as a lobbyist with the State of New Mexico.

D. Provide updates of any changes to the information included in the Placement Agent Information Disclosure within fourteen (14) calendar days of the date that the Investment Manager knew or should have known of a change in the information originally provided. The foregoing update requirement will apply to the Placement Agent Disclosure in the form and substance it was provided as of the day it was provided based on the facts and circumstances at such time, i.e., there is no continuing obligation to update the Placement Agent Disclosure with respect to events that occur subsequent to such date.

E. Represent and warrant the accuracy of the information provided in the Placement Agent Information Disclosure in any final written agreement with respect to the Investment to which the Investment Manager and the ERB are a party. In addition, such written agreement shall, among other things, incorporate the continuing obligation to update such information as set forth in Section IV(D), and the ERB remedies set forth in Section VII.

V. INVESTMENT CONSULTANT RESPONSIBILITIES.

Investment Consultants shall comply with Section 22-11-54, this Policy, and any other applicable state and federal statutes and rules and fully cooperate with the ERB and its staff to insure satisfactory compliance with such statutes, rules and this Policy.

A. The use of Placement Agents to secure a contract or other agreement to provide Investment Consultant services to the ERB is prohibited; Placement Agents may not provide services or a benefit to, or act on behalf of, an Investment Consultant seeking to provide such services to the ERB.

B. Investment Consultants evaluating and recommending an Investment to the ERB are required to:

1. Provide potential Investment Managers with a copy of this Policy, the current standard form template of the ERB Investment Manager disclosure letter, and the current standard form template of the ERB Placement Agent disclosure letter in the event there is a Placement Agent (collectively, the “ERB Form Disclosures”) at the time that discussions are initiated with respect to a proposed Investment being considered by the ERB, regardless of which party initiates the discussion.

2. Provide a written statement to the ERB Investment Division staff disclosing whether, to the best of its knowledge, a Placement Agent has been hired, engaged or retained by the Investment Manager or any of its principals, partners, employees, directors, supervisors, officers, managers, general partners or owners with respect to an Investment being considered by the ERB or that was otherwise underwritten or recommended by the Investment Consultant.

3. Confirm to the ERB in writing that the ERB Form Disclosures have been satisfactorily completed and provided to the ERB Investment Division staff prior to the completion of the ERB Investment due diligence process and, in any event, before any recommendation is made to the ERB or any of its committees or subcommittees regarding such prospective Investment (the information being provided pursuant to Section V(B)(2) and (3) collectively being the “Investment Consultant Placement Agent Disclosure”).

4. Provide updates of any changes to the information in the Investment Consultant Placement Agent Disclosure within fourteen (14) calendar days of the date that the Investment Consultant knew or should have known of a change in the information originally provided. The foregoing update requirement will apply to the Investment Consultant Placement Agent Disclosure in the form and substance it was provided as of the day it was provided based on the facts and circumstances at such time, i.e., there is no continuing obligation to update the Investment Consultant Placement Agent Disclosure with respect to events that occur subsequent to such date.

5. Represent and warrant in a recommendation provided by the Investment Consultant with respect to a proposed Investment being considered by the ERB, the accuracy of the information provided in the Investment Consultant Placement Agent Information Disclosure, to the best of its knowledge at the time the recommendation was made. In addition, such written recommendation must, among other things, incorporate the continuing obligation to update such information as set forth in Section V(D).

6. As requested by the ERB or its general Investment Consultant, compile a quarterly report, with respect to each Investment recommended or otherwise underwritten by the Investment Consultant, containing the names and amount of Compensation agreed to be provided to each Placement Agent, if any, in connection with each Investment required to be reported pursuant to this Policy.

VI. PLACEMENT AGENT RESPONSIBILITIES.

Placement Agents, including Placement Agents that are Corporate Affiliates of the applicable Investment Manager, shall comply with Section 22-11-54, this Policy and any other applicable state and federal statutes and rules and fully cooperate with the ERB and its staff to insure satisfactory compliance with such statutes, rules and this Policy. Placement Agents are required to:

A. Be registered with an appropriate regulatory or oversight body (e.g., SEC, FINRA, or state regulator), comply with all requirements of the regulatory or oversight body pertaining to such registration and the Placement Agent’s activities, and maintain such registration in good standing for a period of six (6) months beyond the date of the closing of the applicable Investment.

B. Provide the ERB Investment Division staff, the applicable Investment Consultant, and the applicable Investment Manager written notice of any alleged infractions of the regulatory or oversight body's rules, regulations, or guidelines that apply to the Placement Agent, or change in status of the Placement Agent's registration, immediately upon receipt of notice of such infraction for a period of six (6) months beyond the date of the closing of the applicable Investment.

C. In all communications with members of the ERB and its staff, regardless of the location or setting in which the communication occurs, identify themselves as Placement Agents, if they have not previously done so, in communications with the individual member of the ERB or staff member.

VII. ERB RESPONSIBILITIES.

Under the direction of the ERB, staff is responsible for:

A. Confirming that the Investment Manager and Investment Consultant have received a copy of this Policy and the ERB Form Disclosures, as the same may be amended from time to time, at the time that discussions are initiated with respect to the proposed Investment, regardless of which party initiates the discussion.

B. Confirming that the Placement Agent Information Disclosure has been satisfactorily completed and received prior to the completion of any due diligence and before any recommendation is made to the ERB or any of its committees or subcommittees regarding the proposed Investment.

C. Declining to retain or initiate an Investment with any Investment Manager if the Placement Agent Information Disclosure reveals that a Placement Agent or one of the Senior Personnel of the Placement Agent is not registered with an appropriate regulatory body or if such registration has been suspended or revoked.

D. Declining to retain or initiate an agreement or other contract with an Investment Consultant if the Placement Agent Information Disclosure has not been properly provided in accordance with this Policy.

E. Securing, in the final written agreement between ERB and the Investment Manager, the following remedies in the event it is discovered that the Investment Manager knew or should have known about any material omission or inaccuracy in the Placement Agent Information Disclosure or any other violation of this Policy:

1. The reimbursement of the greater of any management, advisory or consulting fees for a period of two years or an amount equal to the amounts paid or promised to be paid to the Placement Agent; and

2. The authority, at the ERB's sole discretion, to terminate immediately any agreement with the Investment Manager without penalty, to withdraw without penalty from a limited partnership, limited liability company or other investment vehicle, or to cease making further capital contributions and paying any fees on these uncalled commitments to a limited partnership, limited liability company or other investment vehicle without penalty.

F. Confirming that Investment Managers enter into a written contract providing that the Investment Manager shall bear all direct and indirect fees, costs and expenses associated with any Placement Agent and that the ERB shall not directly or indirectly bear any such fees, costs or expenses.

G. Prohibiting any Investment Manager from soliciting new investments from ERB for a two (2) year period after the ERB or its staff or consultants become aware of a material violation of this Policy.

H. Confirming that a copy of the completed Investment Consultant Placement Agent Disclosure and the Placement Agent Information Disclosure are available to the ERB and any of its committees whenever a decision to make a proposed Investment is presented for consideration or approval.

I. Compiling a quarterly report containing the names and amount of Compensation agreed to be provided to each Placement Agent by each Investment Manager as reported in the Placement Agent Information Disclosures, and providing the report to the Board.

J. Reporting to the ERB at least quarterly any material violations of this Policy.

EXHIBIT F

New Mexico Educational Retirement Board Campaign Contributions Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

NMERB Name(s) and Titles of Applicable Public Officials: Governor Susana Martinez, State Treasurer James Lewis, Secretary of Public Education Hanna Skandera, or New Mexico Educational Retirement Board members: Mary Lou Cameron, H. Russell Goff, Bradley Day, Larry Magid or Beulah M. Woodfin. or to a political committee that is intended to aid or promote the nomination or election of any candidate to a state office if the committee is: 1) established by any of the foregoing persons or their agents; 2) established in consultation with or at the request of any of the foregoing persons or their agents; or 3) controlled by one of the foregoing persons or their agents.

Continued on next page.

SAMPLE DISCLOSURE/REPORTING FORMS ATTACHED
SAMPLE DISCLOSURE/REPORTING FORM
ATTACHMENT "A"

[Letterhead of General Partner or Manager]

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR

Contribution Made To:¹ _____

Contribution Made By: _____

Relation to Prospective Contractor : _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

¹ Include all campaign contributions made to Governor Susana Martinez, Attorney General Gary King, State Treasurer James Lewis, Secretary of Public Education Hanna Skandera, or New Mexico Educational Retirement Board members: Mary Lou Cameron, H. Russell Goff, Bradley Day, Larry Magid or Beulah M. Woodfin, or to a political committee that is intended to aid or promote the nomination or election of any candidate to a state office if the committee is: 1) established by any of the foregoing persons or their agents; 2) established in consultation with or at the request of any of the foregoing persons or their agents; or 3) controlled by one of the foregoing persons or their agents.

SAMPLE DISCLOSURE/REPORTING FORM
ATTACHMENT "B"

[Letterhead of General Partner or Manager]

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to Governor Susana Martinez, Attorney General Gary King, State Treasurer James Lewis, Secretary of Public Education Hanna Skandera, or New Mexico Educational Retirement Board members: Mary Lou Cameron, H. Russell Goff, Bradley Day, Larry Magid or Beulah M. Woodfin, or to a political committee that is intended to aid or promote the nomination or election of any candidate to a state office if the committee is: 1) established by any of the foregoing persons or their agents; 2) established in consultation with or at the request of any of the foregoing persons or their agents; or 3) controlled by one of the foregoing persons or their agents by me, a family member or representative.

Signature

Date

Title (Position)