

Date

Name

Address 1

Address 2

Address 3

Address 4

Dear ,

This letter will serve to confirm the arrangements under which GSCS Plan Sponsor Solutions Inc ("GSCS") of 570 Lexington Avenue, New York, NY 10022 will provide certain consulting and analysis services to Pension Fund ("AAAAA") of

WHEREAS GSCS has established the service known as the FIDUCIARY FOCUS for evaluating and assessing certain aspects of performance of institutional investment managers and brokers, and WHEREAS AAAAA wishes to receive this service in respect of trades executed by its independent investment managers in various world equity markets it is confirmed that;

- 1) AAAAA will procure that GSCS receives information on transactions entered into by managers as identified by AAAAA on certain accounts under its control. The source, format, content, and method of delivery of this information will be agreed between AAAAA and GSCS and confirmed in writing substantially in the form of Exhibit B attached hereto.
- 2) GSCS will provide to AAAAA the information outlined in the attached Exhibit A to this letter in form and content satisfactory to AAAAA. Information will be provided by GSCS according to the timetable outlined in Exhibit A.
- 3) Neither AAAAA nor GSCS shall be liable to each other for any errors or omissions in data provided by any independent third party to either one of them, nor for any misrepresentation of performance caused by any such error or omission.
- 4) GSCS will provide its services for the fee indicated in Exhibit A.
- 5) GSCS shall take reasonable steps to ensure that any data provided by it to AAAAA is accurate and complete but will not be liable for any errors or omissions other than that caused by gross negligence on the part of GSCS or any of its employees.
- 6) All information provided to GSCS in respect of accounts under the control of AAAAA shall be treated in the strictest confidence by GSCS and its employees and may only be used by GSCS for the purposes of providing the Best Execution Comparison Service.
- 7) Neither party may assign its rights and obligations under this Agreement.
- 8) This Agreement will be construed in accordance with the Laws of England.
- 9) This Agreement will terminate on , 2002.

All notices required under this Agreement shall be in writing addressed as follows;

AAAAA - Address 1
Address 2
Address 3
Address 4
attn:

GSCS - GSCS Plan Sponsor Solutions Inc.
570 Lexington Avenue - 42nd Floor
New York
NY 10022
attn: Mr. Robert W.A. Kay

or such other address as may be agreed in writing between the parties to this Agreement.

Signed

for and on behalf of GSCS Plan Sponsor Solutions Inc.
this ___ day of _____, 2001

Robert W.A. Kay