

EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

INVESTMENT CONSULTING AGREEMENT

THIS INVESTMENT CONSULTING AGREEMENT ("Agreement") is made and entered into as of January 1, 2009 by and between the Employees' Retirement System of the State of Rhode Island ("ERSRI"), acting by and through the State of Rhode Island State Investment Commission (the "SIC") (collectively referred to herein as the "Client") and Brockhouse & Cooper International Inc. (the "Consultant").

WHEREAS, the Client maintains a Public Pension Fund covering state and municipal employees in the State of Rhode Island ("Pension Plan"), the assets of which Pension Plan it actively invests (the "Portfolio"); and

WHEREAS, the Client seeks to engage Consultant to provide the investment consulting services specified in this Agreement, with respect to the Portfolio, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Client and Consultant do hereby agree as follows:

1. **ENGAGEMENT AS CONSULTANT.**

The Client hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the investment consulting services specified in this Agreement to the Client for the period and on the terms and conditions set forth in this Agreement.

2. **SERVICES.**

Consultant will have no discretion in managing the Portfolio and will not have any decision making authority with respect to its consulting services. The Consultant shall provide to the Client the investment consulting services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (the "Services"). The Consultant shall allocate such personnel and devote such efforts as are necessary for it to effectively carry out its duties under this Agreement. The Consultant shall at all times maintain not less than one individual to act as primary consultant and one to act as back-up consultant for the Client and shall not change any primary consultant or back-up consultant without providing prior written notice to the Client.

3. COMPENSATION.

As compensation for providing the Services as listed in *Exhibit A*, Consultant shall be compensated as set forth in the Fee Schedule attached hereto as *Exhibit B* and incorporated herein by reference (the "Fee Schedule").

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF CONSULTANT.

Consultant represents and warrants that:

- i) Consultant is duly registered as an investment adviser under the *Investment Advisers Act of 1940*, as amended, and it will take all steps necessary to maintain such registration in full force and effect.
- ii) Consultant will maintain throughout the term of this Agreement surety bond, errors and omissions insurance, general liability insurance, and/or professional liability insurance coverage as set forth on Exhibit C, and it shall provide evidence of such policies to Client upon Client's request.
- iii) There are no outstanding orders or pending or threatened investigations or proceedings by any federal, state or local government agency, including any Canadian governmental agency or entity, or any other actions, against the Consultant or its principals, owners, directors, employees, or affiliates that would materially affect the performance of its Services for the Client under this Agreement.
- iv) Consultant has completed, obtained, and/or performed (and shall maintain and continue to perform) all obligations, filings, approvals, authorizations, consent, examinations, licenses and/or registrations required by any government or governmental authority under federal, state or local law or regulation, including any Canadian laws or regulations, for the performance of the services and acts contemplated by this Agreement.
- v) Consultant has not paid or incurred any third party marketing, broker or sales fees in the procurement or continuation of this Agreement and shall notify the Client in writing if and when it pays or incurs any such fees. Consultant further agrees that it shall not directly or indirectly receive any benefit from recommendations or advice made to the Client; provided that, it is hereby acknowledged by the parties that it is possible that the investment managers for the Pension Plan may from time to time outside of the scope of this Agreement use the securities brokerage services of Brockhouse & Cooper, Inc. ("B&C"), an affiliate of Consultant. Consultant shall disclose to the Client: (a) any personal investment or economic interest that may be enhanced by the recommendations made to the Client except any securities brokerage services performed by B&C, as described above in this paragraph, of

which the Client would already be aware, or (b) any situation in which the interests of the Client may be in material conflict with the interests of the Consultant or with those of other clients of the Consultant.

- vi) Consultant has, by appropriate corporate (or other) action, duly authorized the execution and implementation of this Agreement; such authorization or execution does not violate any obligation by which the Consultant is bound or any applicable law; and this Agreement has been executed on behalf of the Consultant by a person (or persons) authorized to transact business on behalf of the Consultant and shall be binding upon the Consultant in accordance with its terms.
- vii) Consultant will promptly inform the Client in writing (within 24 hours if possible) if any of the following events occur:
 - (a) the departure from the Consultant of any primary investment consultant professionals responsible for the performance of the Services hereunder;
 - (b) a change in the philosophy of the Consultant that represents a material deviation from the philosophy represented to the Client in the past;
 - (c) any material adverse development in the ability of the Consultant to provide consulting services in accordance with this Agreement;
 - (d) the commencement by any governmental regulatory or law enforcement agency of any investigation, examination or other proceeding directly involving the Consultant, any affiliate of Consultant or any of its or their owners, officers, directors or employees, except such investigations, examinations or other proceedings: (1) as are routinely conducted in the ordinary course of the Consultant's business, or (2) that do not materially affect the conduct of Consultant's consulting business;
 - (e) a substantial change in the ownership structure of Consultant, subject however to the provisions of Section 13 of the Agreement; and
 - (f) any situation that has the potential to materially adversely affect either the professionalism, financial position or integrity of either the Consultant or the Client.
- viii) Consultant shall promptly notify the Client in writing in the event that any of the foregoing representations, warranties, acknowledgments, or agreements shall no longer be accurate or true.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE CLIENT.

The Client:

- i) Agrees to advise Consultant of the investment objectives of the Portfolio and of any changes or modifications therein, and to notify Consultant of any additions to, withdrawals from or other events materially affecting the Portfolio of which the Consultant would not otherwise have knowledge.
- ii) Acknowledges Consultant has delivered to the Client, Consultant's current SEC Form ADV, Part II (Consultant's disclosure statement). The Client acknowledges receipt of such disclosure statement at least five (5) business days prior to the execution of this Agreement; and
- iii) Agrees to maintain the confidentiality of, and use only with respect to the Portfolio, all advice provided by Consultant.

6. STANDARD OF CARE; STANDARD OF LIABILITY.

A. Standard of Care.

Subject to the provisions of Section 4 and Subsection (B) of this Section 6 of this Agreement, at all times the Consultant shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

B. Standard of Liability.

The Consultant shall be liable to the Client for any losses to the Client or any diminution in value of the Client's Pension Plan assets to the extent that any of such losses or diminution in value were directly or indirectly caused by the Consultant's (and/or the Consultant's officers', directors', or employees') or any of the Consultant's affiliates' or agents' (or such affiliates' or agents' officers', directors', or employees'):

- (a) negligence, misfeasance, bad faith, malfeasance, willful misconduct, gross negligence, or reckless disregard in the performance of its/their duties;
- (b) violation of applicable law, including but not limited to violation of the laws and statutes referenced herein; or
- (c) violation of this Agreement.

Nothing herein shall constitute a waiver or limitation of any rights which the Client, any participant or beneficiary of the Pension Plan, or any other person may have under applicable state or federal law.

C. Limitation of Liability. Notwithstanding the foregoing, Consultant's total cumulative liability under this Agreement shall be limited in the aggregate to US\$250,000 with respect to the services provided under this Agreement where such acts constitute negligence; provided, however, (i) no limitation of liability shall apply to Consultant's acts with respect to the services provided under this Agreement where such acts constitute bad faith, malfeasance, willful misconduct, gross negligence, or reckless disregard in the performance of Consultant's duties, and (ii) no limitation of liability shall apply to any personal injury or property damage caused by Consultant when performing any services under this Agreement. The limitation on "Consultant's total cumulative liability" contained in the previous sentence shall apply collectively to the services specified in paragraphs A and B of Exhibit A (including services provided under the Web Access Agreement set forth as Exhibit D).

D. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, firm or corporation other than the Client and the Consultant and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

E. Survival. The provisions of this Section 6 shall survive the termination of this Agreement.

7. CONFIDENTIAL INFORMATION.

Consultant understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by the Client and that such information may contain proprietary or confidential details, the disclosure of which to third parties will be damaging to the Client. Consultant agrees that all information disclosed by the Client, the Client's custodian bank, investment managers, general consultant, real estate and private equity consultant to Consultant shall be held in confidence and used only in performance of the Services to be provided in connection with this Agreement.

Notwithstanding the foregoing, Consultant may disclose the identity of the Client and its client relationship with Consultant in response to requests for proposals, in presentations, and in other materials to other clients or prospective clients of Consultant. Consultant may furnish to the other consultants of the Client and to statistical services any reports regarding the operations and results of investments in the Portfolio (provided, however, that

the Portfolio will not be specifically identified except to the consultants of the Client).

8. GOVERNING LAW; DISPUTED MATTERS.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Rhode Island.

With respect to any controversy or dispute arising out of this Agreement, interpretation of any of the provisions hereof, or the actions of the Consultant or the Client hereunder (collectively, a "Dispute"), each of the parties shall bear its own legal fees and expenses and consents to the non-exclusive jurisdiction of all of the federal courts in the State of Rhode Island, and waives any defense of forum non conveniens.

In the event of a Dispute between the parties relating to this Agreement, each party agrees to make every effort to arrange for a fair, practical, and speedy resolution. If the parties are unable to agree upon a resolution to the dispute in a reasonable period of time, they shall be entitled to file a complaint relating to the Dispute in a court having jurisdiction.

9. AUTHORITY.

The Client represents that it has all necessary power and authority to enter into, execute, deliver and perform this Agreement, and such execution, delivery and performance will not violate any applicable law, regulation, organizational document, policy or agreement binding on Client or its property.

Each of the individuals whose signature appears below in executing this Agreement warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.

The Client hereby certifies that the following persons possess authority to provide instructions, directions, notices, or other communications to Consultant with regard to this Agreement, and that Consultant may rely on this authorization until it receives written notice to the contrary:

Name: **Frank T. Caprio**
Title: **General Treasurer of the State of Rhode Island;
Chairman of the State of Rhode Island *State Investment Commission*; and Chairman of the *Retirement Board for the Employees' Retirement System of the State of Rhode Island***

Name: Kenneth Goodreau, CMT
Title: Chief Financial Officer of the State of Rhode Island
State of Rhode Island Office of the Rhode Island General
Treasurer

Name: Vincent Izzo
Title: Cash Manager
State of Rhode Island Office of the Rhode Island General
Treasurer

The Client may from time to time designate other persons to act on its behalf in giving instructions, directions, notices or other communications to Consultant with regard to this Agreement and will certify the name of such person or persons to Consultant and give Consultant a specimen of his, her or their signatures. The authority of any such person to act on behalf of the Client will continue until written notice to the contrary is given by the Client and received by Consultant.

10. INDEPENDENT CONTRACTOR STATUS.

Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant or any of Consultant's employees, principals, officers, directors, agents or affiliates performs any of the Services required of Consultant by the terms of the Agreement. Nothing contained herein shall be construed as creating an employment or agency relationship between the Client and Consultant.

11. NOTICES.

All notices to be given by the parties hereto shall be in writing and served by personal delivery, facsimile or United States mail first class, postage prepaid, addressed as follows (or to any other address that either party designates to the other):

TO THE CLIENT:

**Chief Financial Officer of the State of Rhode Island
State of Rhode Island Office of the Rhode Island General
Treasurer
40 Fountain Street, 8th Floor
Providence, Rhode Island 02903
Telephone: (401) 222-2287**

**cc: Chief Legal Counsel
Office of the General Treasurer
State of Rhode Island
State House, Room 131
Providence, RI 02903**

TO CONSULTANT:

**Brockhouse & Cooper International Inc.
Attn: Eric Fontaine, President
Ten Post Office Square
8th Floor
Boston, MA 02109**

12. WAIVER.

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

13. ASSIGNMENT OF THIS AGREEMENT OR THE SERVICES.

It is understood and agreed that and that none of the Services, duties or obligations hereunder shall be assigned, sub-contracted, or delegated by the Consultant, by operation of law or otherwise, without the prior written consent of the Client.

No assignment of this Agreement shall be made by the Consultant without the prior written consent of the Client. Assignment shall mean any assignment of any type, including as defined in the *Investment Advisers Act of 1940*, as amended.

Moreover, if the Consultant is converted into, merges or consolidates with or sells or transfers substantially all of its assets or business to another corporation, it shall provide written notice to the Client no less than sixty (60) days before the effective date of such conversion, merger, consolidation, sale, or transfer; and in the event the Client consents in writing to such changes, after receipt of such written notice the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Client when such conversion, merger, consolidation, sale, or transfer is final and complete.

14. DOCUMENTS AND REPORTS.

Consultant will furnish to the Client and its authorized representatives, on reasonable notice (which in no event need ever be more than five (5) business days), and during ordinary business hours, full access to the records maintained by Consultant with respect to this Agreement. Any interest of Consultant in reports, memoranda, or other documents prepared in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the Client upon demand, and copies may be retained by Consultant subject to Consultant's normal retention policy.

15. SERVICES NOT EXCLUSIVE.

The Client understands and agrees that:

- i) Consultant performs consulting and/or discretionary consulting services for various clients. Consultant and its officers and affiliates may act and continue to act as traditional and discretionary investment consultants for other clients, and nothing in this Agreement shall in any way be deemed to restrict the right of Consultant to perform traditional and/or discretionary investment consulting services for any other client.
- ii) The Client understands that Consultant may provide consulting advice to other clients which may be similar or dissimilar to any such advice provided to the Client, and Consultant may suggest action with respect to any of its other respective clients which may differ from suggestions made regarding the Portfolio. However, nothing in this section shall be construed to relieve the Consultant of any of its duties or obligations as set forth in or arising under the other provisions of this Agreement.

16. AMENDMENTS.

This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be amended or modified only by written instrument executed and approved by the parties in the same manner as this Agreement.

17. HEADINGS.

The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions herein.

18. ENTIRE AGREEMENT.

This Agreement (including all Exhibits appended to this Agreement, all of which are hereby incorporated herein by reference) constitutes the entire agreement among the parties, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and inducements to the making of this Agreement relied upon by any party hereto, have been expressed herein or in the documents incorporated herein by reference.

19. TERM AND TERMINATION.

This Agreement shall commence as of the date set forth above and shall continue in full force and effect for a period of two (2) years in duration, or sooner if terminated by either party as hereinafter provided. Thereafter, this

Agreement shall be automatically renewable each year for subsequent one (1) year contract periods.

This Agreement may be terminated without penalty by either party: (i) upon fifteen (15) days prior written notice at any time and for any reason, (ii) immediately upon the other party's material breach of any terms of this Agreement, or (iii) immediately if Consultant files for bankruptcy or state law receivership; if in the reasonable judgment of the Client, Consultant becomes financially unstable so as to jeopardize its ability to perform the services required under this Agreement; or if Consultant is the subject of any criminal investigation, indictment or conviction.

The provisions of Sections 4, 5, 6, 7, 8 and 20 of this Agreement will survive the termination of this Agreement.

20. SEVERABILITY.

Each provision of this Agreement is severable. If any provision or term hereof is determined, for any reason whatsoever, to be unenforceable, such determination shall not affect the validity of the remaining provisions and terms hereof.

21. EXECUTION OF AGREEMENT.

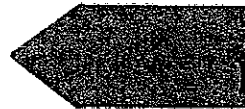
This Agreement is entered into on behalf of Consultant by an officer of Consultant and on behalf of the Client by an officer of the Client, in each case in such officer's capacity as an officer and not individually. It is understood and expressly stipulated that none of the officers, directors or shareholders of Consultant or officers of the Client are personally liable hereunder. The Client shall look solely to the property of Consultant for the enforcement of any claims against Consultant under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

BROCKHOUSE & COOPER INTERNATIONAL INC.

Consultant

By: 
Name: Eric Fontaine
Title: President



EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

Client

By: *FT Caprio*

Name: Frank T. Caprio

Title: **General Treasurer of the State of Rhode Island; Chairman of the State of Rhode Island *State Investment Commission*; and Chairman of the *Retirement Board for the Employees' Retirement System of the State of Rhode Island***



EXHIBIT A

SCOPE OF SERVICES

This *Exhibit A, Scope of Services*, is subject to and defines certain critical terms and conditions set forth in the *Investment Consulting Agreement* ("Agreement") entered into as of January 1, 2009 by and between the *Employees' Retirement System of the State of Rhode Island* ("ERSRI"), acting by and through the *State of Rhode Island State Investment Commission* (the "SIC") (collectively referred to herein as the "Client") and *Brockhouse & Cooper International Inc.* (the "Consultant").

The Consultant, acting as a fiduciary to the Client (as described more fully in the Agreement), agrees to provide the Services described below to the Client.

- A. **INVESTMENT MANAGER INFORMATION DATABASE AND SERVICES.**
The Consultant shall provide the Client with full rights of access to the Consultant's and B&C's proprietary investment manager database and corresponding analytical investment manager information subject to Consultant's standard Web Access Agreement set forth as Exhibit D, and the Consultant shall provide the Client with full rights of access to the Consultant's and B&C's senior investment professionals for the purposes of consulting regarding investment manager research, reviews, and information.
- B. **INVESTMENT MANAGER REVIEWS, ANALYSIS, AND INFORMATION SERVICES; INVESTMENT MANAGER SEARCHES.**
Upon request, the Consultant will provide the following types of information and Services to the Client with respect to investment managers specified by the Client as agreed to by the Client and Consultant in writing. That is, during the term of the Agreement, when the Client determines that one or more of the following specified Services is required to be performed on its behalf, it shall request in writing that the Consultant perform such Services and if Consultant shall agree, the parties shall execute a new Scope of Services document that shall be governed by the terms of the Agreement.
1. Investment Manager Reviews, Analysis, and Information Services.
- Investment Manager Reviews. The Consultant shall provide analytical reports and reviews regarding investment managers specified by the Client, which reports and reviews shall set forth various quantitative and qualitative assessments with commentary of the Consultant in order to measure and monitor the effectiveness, or potential effectiveness, of the specific manager or managers; and

- Investment Manager Structure. The Consultant shall provide information and reports analyzing and defining investment manager structure in order to assist with the process of selecting an investment manager or investment managers that best meet a specifically pre-defined investment mandate or asset class.

2. Investment Manager Searches.

Upon request, the Consultant shall assist the Client in investment manager searches and candidate assessment and selection in the event that the Client decides that an investment manager be terminated and replaced in the same or similar investment mandate and/or that an additional investment manager be engaged to fulfill an additional investment mandate.

C. **ASSET RE-ALLOCATION AND INVESTMENT MANAGER TRANSITION SERVICES.**

Upon request, the Consultant shall assist the Client in any required significant Pension Plan asset re-allocations and transitions between asset classes and/or investment managers - i.e. the Transition Management Services - as agreed upon by and between the Client and Consultant (or an affiliate) in writing.

D. **OTHER CONSULTING SERVICES.**

The Client may request additional investment consulting services as agreed upon by and between the Client and Consultant in writing.

EXHIBIT B

FEE SCHEDULE

This *Exhibit B, Fee Schedule*, is subject to and defines the Consultant Fee and Compensation provisions set forth in the *Investment Consulting Agreement* ("Agreement") entered into as of January 1, 2009 by and between the *Employees' Retirement System of the State of Rhode Island* ("ERSRI"), acting by and through the *State of Rhode Island State Investment Commission* (the "SIC") (collectively referred to herein as the "Client") and *Brockhouse & Cooper International Inc.* (the "Consultant").

Fees. Consultant shall provide the Services as set forth and described in Section "A" of *Exhibit A* at no direct charge to the Client.

Consultant shall provide the Services as set forth and described in Section "B", Section "C", and Section "D" of *Exhibit A* upon the request of the Client, and shall be compensated as shall be agreed upon in writing by and between the Client and Consultant for each such engagement. In the event that the Client and Consultant cannot agree upon compensation after good faith negotiations, Consultant shall have no obligation to provide the requested Services, but this Agreement shall otherwise remain in full force and effect.

Neither Consultant nor any of its officers, directors, partners, employees, agents, or affiliated companies shall receive any additional compensation or fees with respect to the business of the Client except that it is possible that investment managers for the Pension Plan may from time to time outside the scope of this Agreement use the securities brokerage services of B&C for the Pension Plan, although there is no understanding or agreement to do so.

Payment. The Consultant's Fee, as determined in accordance with this Fee Schedule, shall be due and payable thirty (30) days from the date of the Client's receipt of a written invoice from Consultant.

Other. The Client shall be solely responsible for identification and payment of any duties, tariffs, assessments and taxes (other than U.S. federal income tax and/or state or other local income taxes) which may accrue or be assessed relating to this agreement or the provision of services hereunder. Under no circumstance shall fees billed by Consultant and payable to Consultant by the Client be reduced owing to any such duties, tariffs assessments or taxes.

Should the Client choose to make any payment to Consultant by wire transfer or other electronic means, the Client shall be solely responsible for ensuring sufficient funds are included with such payment to cover any charge(s) imposed by the Client's bank.



LIST OF CORPORATE INSURANCE

Brockhouse & Cooper Inc.

Insurance term effective from September 30th 2007 to September 30th 2008

Financial Institution Bonds:

Total Limit of Liability Per Loss:	\$15,000,000 Cdn.
Total Aggregate Limit Per Policy Period:	\$30,000,000 Cdn.
Deductible:	\$ 100,000 Cdn.

Description of Coverage: provides coverage on a blanket basis against loss of property resulting from a wide range of exposures including employee dishonesty, forgery, theft, destruction or disappearance.

Professional Liability (Errors and Omissions):

Limit of Liability:	\$5,000,000 Cdn.
Deductibles:	Natural Insured Registered Representative \$ 500,000 Cdn.
	Registered Representative \$ 500,000 Cdn.
	Any other Claim \$ 500,000 Cdn.

Description of Coverage: provides broad coverage to protect the firm from claims alleging mismanagement of customer accounts, breach of fiduciary duty, misleading sales practices and similar errors and omissions in rendering professional services to customers. The coverage was extended in 2007 to include **Brockhouse Cooper Asset Management Inc.**

Financial Institution Executive Liability Indemnification Policy:

Limit of Liability:	\$7,500,000 Cdn.
Deductibles:	Each Insured Person \$ Nil
	All Insured Persons \$ Nil
	Executive Indemnification \$ 500,000 Cdn

Description of Coverage: provides broad coverage for the directors and officers of the firm against allegations of mismanagement of the firm brought against it by shareholders, regulators, creditors and other third parties.



LIST OF CORPORATE INSURANCE

Brockhouse & Cooper Inc.

Insurance term effective from September 30th 2007 to September 30th 2008

Registered Mail:

Limit of Liability:	\$2,000,000 Cdn.
Deductible:	\$ Nil
Description of Coverage:	provides coverage for securities and other valuables shipped via First Class/Registered Mail or overnight couriers.

Composite Mercantile Policy (Commercial):

Limits of Policy:	Various
Limit of General Liability:	\$ 1,000,000 Cdn.
General Aggregate Limit	\$10,000,000 Cdn.
US Territory Aggregate Limit	\$5,000,000 Cdn.
Deductibles:	Laptops \$2,500 Cdn.
	Earthquake 3% or \$100,000 Min.Cdn.
	Business Income & Machinery Breakdown 24 hr. waiting period
	All other losses \$1,000 Cdn.
Description of Coverage:	Property coverage provides direct damage insurance to all real and personal property owned by the Insured. General Liability coverage protects against all Bodily Injury and Property Damage to third parties as well as protecting the general operations of the business.

Umbrella Liability:

Limit of Liability:	\$9,000,000 Cdn.
Deductible:	\$ Nil
Description of Coverage:	protects assets by providing higher limits, broader coverage and first dollar defense when primary liability limits have been exhausted or do not respond.



LIST OF CORPORATE INSURANCE

Brockhouse & Cooper Inc.

Insurance term effective from September 30th 2007 to September 30th 2008

Financial Institution Bonds

A separate bond issued for **Brockhouse Cooper Asset Management Inc.**

Effective from January 16th 2008 to September 30th 2008

Total Limit of Liability Per Loss: \$100,000 Cdn.

Total Aggregate Limit Per Policy Period: \$100,000 Cdn.

Deductible: \$ 10,000 Cdn.

Description of Coverage: provides coverage on a blanket basis against loss of property resulting from a wide range of exposures including employee dishonesty, forgery, theft, destruction or disappearance.

Insurer: [REDACTED]



WEB ACCESS AGREEMENT

THIS WEB ACCESS AGREEMENT is made and entered into the 1st day of January, 2009 ("Effective Date") by and between *Brockhouse & Cooper International Inc.*, Ten Post Office Square, Boston, MA 02109 ("B&C"), and the *Employees' Retirement System of the State of Rhode Island*, acting by and through the *State of Rhode Island State Investment Commission* ("Client"). Client and B&C may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, B&C has developed a proprietary investment manager database which is available on the Internet at <https://www.brockhousecooper.com/hobbes2> (the "B&C Website"); and

WHEREAS, Client wishes to use and B&C is willing to provide Client and its Designated Users with access to the B&C Website on a non-exclusive basis.

NOW, THEREFORE, for and in consideration of the mutual promises, warranties and representations set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. CAPITALIZED TERMS

Capitalized terms used and not otherwise defined in Section 2 below shall have the meaning set forth in the Agreement.

2. DEFINITIONS

The following terms shall have the meanings described below:

2.1 "Affiliate" means any entity that controls, is controlled by or is under common control with B&C or Client, as applicable; provided, however, that in no event shall B&C and Client be deemed to be Affiliates. B&C may perform some or all of its obligations under this Agreement through Affiliates.

2.2 "Designated User" means an Affiliate of Client or a third party upon whom the right to access and use the B&C Website has been granted by B&C under the terms of this Agreement.

2.3 "Intellectual Property Rights" means B&C's worldwide and common law rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, (iv) software; (v) trade secrets and know-how; and (vi) other intellectual property rights of any type throughout the world.

2.4 "Territory" means the United States.

3. LICENSE GRANT

3.1 Grant. During the term of this Agreement and subject to Client's payment of all applicable Fees (as defined below), B&C hereby grants to Client and to its Designated Users a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the B&C Website solely in connection with its internal business purposes and solely within the Territory.

3.2 Use of Website by Designated Users. Client shall not assign, lease, transfer or sublicense the right and license to use the B&C Website; provided, however, that subject to Section 3.5 below, Client shall have the right to provide its Designated Users with access to the B&C Website.

3.3 No Reverse Engineering. Neither Client nor its Designated Users shall without B&C's prior written consent: (i) sell, rent, lease, sublicense or otherwise provide access to, transfer or distribute the B&C Website or any Intellectual Property Rights related thereto or any copies of the B&C Website or any Intellectual Property Rights related thereto; (ii) mirror, modify, translate, reverse engineer, decompile or disassemble the B&C Website or any Intellectual Property Rights related thereto; (iii) create derivative works based upon the B&C Website or any Intellectual Property Rights related thereto; (iv) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the B&C Website or any Intellectual Property Rights related thereto; or (v) show or demonstrate the B&C Website or any Intellectual Property Rights related thereto to any third party except for Designated Users.

3.4 Updates. B&C may from time to time, in its sole discretion, develop updates ("Updates") to the B&C Website. B&C shall make Updates available to Client when B&C makes such Updates generally available. Any Update made available to Client hereunder shall be deemed part of the B&C Website and shall be subject to all the terms and conditions of this Agreement, including without limitation, any Fees, licenses granted hereunder and the usage restrictions with respect thereto.

3.5 Designated Users. Client shall enter into a Designated User License Agreement with each Designated User relating to such Designated User's use of the B&C Website substantially in the form of Schedule 1 attached hereto and made a part hereof (the "Designated User Agreement"). Without limiting the generality of the foregoing, each Designated User Agreement shall: (a) protect B&C's proprietary rights in B&C Website to at least the same degree as the terms and conditions of this Agreement; (b) require each Designated User to comply fully with all applicable laws and regulations; (c) make no representations or warranties on behalf of B&C; (d) limit the liability of Client and its suppliers (including B&C) to any Designated User in respect of the B&C Website in an amount not in excess of the Fees paid to Client by each applicable Designated User; (e) fully and effectively disclaim the liability of Client and its suppliers (including B&C) to any Designated User for any indirect damages, including without limitation any incidental, consequential and/or punitive damages; (f) require each Designated User to use the B&C Website for its internal business purposes only; and (g) expressly prohibit each Designated User from providing access to, reselling, redistributing or otherwise offering the B&C Website for sale in any manner.

4. FEES

4.1 Compensation to B&C. Client's continuing access to and use of the B&C Website shall be conditioned upon Client's payment of all fees ("Fees") due under and in accordance with the Investment Consulting Agreement entered into between the Parties as of January 1, 2009 (the "ICA"). Client shall pay all applicable taxes now existing or hereafter imposed, levied or assessed in connection with its use of the B&C Website.

5. WEBSITE MAINTENANCE

5.1 Website. B&C shall use commercially reasonable efforts to maintain the B&C Website for Client's and its Designated Users' use during the Term.

5.2 Equipment and Internet Access. Client and its Designated Users shall be responsible for providing its/their own Internet access to the B&C Website and in no case shall Client and/or its Designated Users be provided with direct access to the B&C server.

6. TERM OF AGREEMENT

6.1 Term. The Term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of two (2) years thereafter unless and until earlier terminated as provided herein (the "Term"). Thereafter, this Agreement shall be automatically renewable each year for subsequent one (1) year contract periods.

6.2 Termination. This Agreement may be terminated without penalty by either party: (i) upon fifteen (15) days prior written notice at any time and for any reason, (ii) immediately upon the other party's material breach of any terms of this Agreement, or (iii) in the event of the termination or expiration of the parties' ICA; provided, however, that B&C shall have the right to immediately terminate this Agreement upon notice to Client in the event that Client or any Designated User makes an unauthorized use of the B&C Website or any Intellectual Property Rights related thereto.

6.3 Payment of Fees upon Termination. Upon Termination, Client shall pay to B&C all Fees owed to B&C regardless of whether such Fees are owed by Designated Users or by Client itself. Additionally, upon termination of this Agreement, each Party shall return to the other Party all confidential information and other materials and information the Party has received from the other Party in connection with this Agreement. Upon the termination or expiration of this Agreement, all license rights granted to Client shall immediately terminate and all Designated User Agreements shall be assigned to B&C.

6.4 Insolvency. In the event of a filing by or against either Party of a petition for relief under the United States Bankruptcy or any similar petition under the insolvency laws of any jurisdiction not dismissed in thirty (30) business days, or in the event that either Party shall make an assignment for the benefit of creditors, permit any attachment on a substantial portion of its assets to remain undissolved for a period of thirty (30) business days, or discontinue the business operations relevant to this Agreement, then the other Party may immediately terminate this Agreement upon written notice.

7. PROPRIETARY RIGHTS

7.1 Ownership of B&C Services Website. B&C owns the entire right, title, and interest in and to the B&C Website, including, without limitation, any and all Intellectual Property Rights related thereto.

8. CONFIDENTIALITY

8.1 Confidential Information. Client and each Designated User shall treat all information and data in the B&C Website as confidential.

8.2 Other. For the avoidance of doubt, both Parties shall maintain the terms of this Agreement, including the financial terms, in confidence.

8.3 Standard of Care. Each Party agrees to protect the other's confidential information with the same standard of care and procedures, which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such confidential information. In no event shall such a standard be less than a reasonable degree of care.

8.4 Action to Protect. Each Party shall promptly report to the other any actual or suspected violation of the terms of this Section, and shall take all reasonable steps to prevent, control or remedy such violation.

9. REPRESENTATIONS AND WARRANTIES

Each Party makes the following representations and warranties for the benefit of the other Party:

9.1 Each Party represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with its obligations under this Agreement. Client acknowledges that B&C, from time to time, is working on one or more projects for other clients related to the B&C Website and the data and information contained therein. Such other projects shall not constitute a violation of this provision of the Agreement.

9.2 SUBJECT TO SUBSECTION 9.3 BELOW, THE B&C WEBSITE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OF RESULTS, SUITABILITY OF INFORMATION OR DATA CONTAINED THEREIN OR ACCURACY OF INFORMATION OR DATA CONTAINED THEREIN.

9.3 B&C's provision of the B&C Website for Client's use hereunder and under the ICA is subject to the terms and conditions of the ICA, including but not limited to the terms and conditions of Section 6 of the ICA.

10. DISCLAIMERS.

10.1 Client acknowledges that B&C does not control the transfer of data over the Internet and B&C does not warrant that it shall be able to prevent third party disruptions of such transfers. Client understands and agrees that use of, or connection to, the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to Client's or B&C's computer systems, networks and any and all information stored therein.

11. GENERAL

11.1 Independent Parties. B&C and Client shall be deemed to have the status of independent contractors, and nothing in this Agreement shall be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners, joint venturers, or any other form of business organization relationship. Neither Party shall have the authority to incur or create any obligation(s) in the name of or on the behalf of the other and/or its subsidiary(ies) without the express written consent of the other Party.

11.2 Compliance with Law. Each Party agrees that it shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

11.3 No Assignment. Client represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party and further agrees that it shall not assign its rights or obligations under this Agreement without the prior written consent of B&C.

B&C represents that none of the duties or obligations hereunder shall be assigned, sub-contracted, or delegated by it, by operation of law or otherwise, without the prior written consent of the Client.

No assignment of this Agreement shall be made by B&C without the prior written consent of the Client. Assignment shall mean any assignment of any type, including as defined in the *Investment Advisers Act of 1940*, as amended.

Moreover, if B&C is converted into, merges or consolidates with or sells or transfers substantially all of its assets or business to another corporation, it shall provide written notice to the Client no less than sixty (60) days before the effective date of such conversion, merger, consolidation, sale, or transfer; and in the event the Client consents in writing to such changes, after receipt of such written notice the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Client when such conversion, merger, consolidation, sale, or transfer is final and complete.

11.4 Entire Agreement. This Agreement states the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings, and agreements between the Parties concerning the subject matter; except where by operation of law or as stated herein any part of this Agreement is subject to the ICA.

11.5 Modification. No amendment or modification of this Agreement shall be made except in writing signed by both Parties. No purported modification or amendment shall be binding until approved, in writing, by both Parties.

11.6 Section Headings. The section headings herein are for reference only and are not part of the terms and conditions of this Agreement, nor do the headings define, limit, extend or interpret the scope of this Agreement or of any particular section.

11.7 Non-Waiver. Neither this Agreement nor any portion of this Agreement may be waived except by a writing signed by all Parties hereto, and the failure of either Party to enforce any provision of this Agreement, or the offer and acceptance by the Parties of any goods or services in excess of those required by this Agreement, shall not be deemed to waive or modify any provision of this Agreement or provide any basis for objection to any future enforcement of any provision.

11.8 Notice. A notice required or permitted to be sent hereunder must be in writing and shall be deemed effectively given upon personal delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt to the following addresses, or such person or address as either Party may designate:

TO THE CLIENT:

Chief Financial Officer of the State of Rhode Island
State of Rhode Island Office of the Rhode Island General Treasurer
40 Fountain Street, 8th Floor
Providence, Rhode Island 02903
Telephone: (401) 222-2287

cc: Chief Legal Counsel
Office of the General Treasurer
State of Rhode Island
State House, Room 131
Providence, RI 02903

TO CONSULTANT: Brockhouse & Cooper International Inc.
Attn: Eric Fontaine, President
Ten Post Office Square
8th Floor
Boston, MA 02109

11.9 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

11.10 Taxes. Each Party shall bear all administrative burden and financial responsibility for all taxes of any nature that may be imposed by a governmental authority on such Party arising from that Party's conduct alone or in connection with the transactions governed by this Agreement. Wherever reasonable and possible in good faith in light of the governing legal principles, each Party shall cooperate with the other to minimize the taxes paid by each Party as a result of the transactions governed by this Agreement.

11.11 Equitable Relief. The Parties hereto stipulate and agree that the breach of this Agreement may cause irreparable and significant injury, which injury may not be compensable by damages alone and the value of which would be difficult to ascertain. Hence, both Parties stipulate and agree that, subject to Section 6 of this Agreement, in addition to any other remedy provided by law, equity, or the terms of this Agreement, each Party shall have the right to enforce this Agreement and any of its provisions by injunction or decree for specific performance or other equitable relief, without being required to show any actual damage or post an injunction bond.

11.12 Binding Effect; Governing Law. This Agreement is binding upon the successors and assigns of the Parties hereto, including, but not limited to, any merger, reorganization or consolidation of the Parties hereto. This Agreement shall be governed by the law of the State of Rhode Island. Each Party consents to the jurisdiction and waives any objection to laying venue in Providence, Rhode Island.

11.13 Force Majeure. Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, acts of war, civil unrest, trespasser interference of third parties or similar events or circumstances beyond its reasonable control.

11.14 Conflict. In the event of a conflict between the terms of this Agreement and the ICA, this Agreement shall prevail.

11.15 Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, firm or corporation other than the Parties and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal on the day indicated.

BROCKHOUSE COOPER INTERNATIONAL INC.

By: _____

Name: _____

Title: _____

Date: _____, 2009

EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

Client

By: _____

Name: Frank T. Caprio

Title: **General Treasurer of the State of Rhode Island; Chairman of the State of Rhode Island State Investment Commission; and Chairman of the Retirement Board for the Employees' Retirement System of the State of Rhode Island**

Date: _____, 2009

DESIGNATED USER AGREEMENT

THIS DESIGNATED USER AGREEMENT (the "Agreement") is made and entered into the ____ day of _____, 2008 ("Effective Date") by and between [____], with offices at [____] ("Company"), and _____ ("Designated User"). Company and Designated User may be referred to individually as a "Party" and collectively as the "Parties."

1. DEFINITIONS

1.1 "Intellectual Property Rights" means B&C's worldwide and common law rights associated with (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights, works of authorship and software, (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world.

1.2 "B&C Website" means B&C's proprietary investment manager database which is available on the Internet at <https://www.brockhousecooper.com/hobbes2>.

1.3 "B&C" means Brockhouse & Cooper International Inc., Ten Post Office Square, Boston, MA 02109. Company is authorized to enter into this Designated User Agreement pursuant to that certain Web Access Agreement with B&C. B&C shall be recognized as a third party beneficiary hereunder.

1.4 "Territory" means the United States.

2. LICENSE GRANT

2.1 Grant. During the Term of this Agreement, Company hereby grants to Designated User a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the B&C Website solely in connection with Designated User's internal business purposes and solely within the Territory. B&C owns all right, title, and interest or has properly obtained the right to use the B&C Website, including, without limitation, any and all Intellectual Property Rights related thereto.

2.2 No Reverse Engineering. Designated User shall not: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the B&C Website or any Intellectual Property Rights related thereto or any copies of the B&C Website or any Intellectual Property Rights related thereto; (ii) modify, translate, reverse engineer, decompile or disassemble the B&C Website or any Intellectual Property Rights related thereto; (iii) create derivative works based upon the B&C Website or any Intellectual Property Rights related thereto; (iv) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the B&C Website or any Intellectual Property Rights related thereto; or (v) show or demonstrate the B&C Website or any Intellectual Property Rights related thereto to any third party.

3. FEES

3.1 Compensation to Company and Payment. Designated User shall pay to Company the fees in the amount and manner as set forth by Company for Designated User's use of the B&C Website under the terms of this Agreement ("Fees"). Designated User shall pay all applicable taxes now existing or hereafter imposed, levied or assessed in connection with its use of the B&C Website.

4. TERM OF AGREEMENT

4.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of two (2) years thereafter unless and until earlier

terminated as provided herein (the "Term"). Thereafter, this Agreement shall be automatically renewable each year for subsequent one (1) year contract periods.

4.2 Termination. This Agreement may be terminated without penalty by either party: (i) upon fifteen (15) days prior written notice at any time and for any reason, (ii) immediately upon the other party's material breach of any terms of this Agreement, or (iii) in the event of the termination or expiration of any related Agreement between Company and B&C; provided, however, that Company or B&C shall have the right to immediately terminate this Agreement in the event that Designated User makes an unauthorized use of the B&C Website or any Intellectual Property Rights related thereto. Upon Termination, Designated User shall pay to Company all Fees that are due and payable. Additionally, upon termination of this Agreement, each Party shall return to the other Party all Confidential Information and other materials and information the Party has received from the other Party in connection with this Agreement. Upon the termination or expiration of this Agreement, all license rights granted to Designated User shall immediately terminate.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Designated User shall treat all information and data in the B&C Website as strictly confidential and shall not disclose such information and/or data to any third party. Each Party agrees to protect the other's confidential information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such confidential information. In no event shall such a standard be less than a reasonable degree of care. Each Party shall promptly report to the other any actual or suspected violation of the terms of this Section, and shall take all reasonable steps to prevent, control or remedy such violation.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

6.1 THE B&C WEBSITE MAY CONTAIN OR DEPEND UPON TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF SUCH COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE B&C WEBSITE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR ACCURACY OF RESULTS, SUITABILITY OF INFORMATION OR DATA CONTAINED THEREIN OR ACCURACY OF INFORMATION OR DATA CONTAINED THEREIN. In no event shall Company or B&C be liable to Designated User for loss of service, access, or data for any reason including, but not limited to, any unforeseen or preventable failure related to changes in the infrastructure or telecommunication traffic capabilities, failure or breakdown of the Internet, the World Wide Web, any related telecommunications equipment or systems, or any computer hardware or software.

6.2 Designated User acknowledges that B&C does not control the transfer of data over the Internet and B&C does not warrant that it shall be able to prevent third party disruptions of such transfers. Designated User understands and agrees that use of, or connection to, the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to Designated User's or B&C's computer systems, networks and any and all information stored therein. Designated User further understands and acknowledges that new technology, configuration changes and routine maintenance, among other items, can create security exposures and that third parties continue to employ state-of-the-art techniques and methods, resulting in increasing challenges to individual computer system security. It is Designated User's sole responsibility to maintain the security of its computer systems. B&C makes no representation or warranty about the security of Designated User's computer systems including, but not limited to, any representation or

warranty that Designated User's computer systems are safe from viruses, intrusions or any other security exposures.

7. INDEMNITY

7.1 Indemnification by Designated User. Designated User shall, at its expense, defend or settle any third party claim, action or allegation brought against B&C or Company, each of their successors and assigns, each of their parents, subsidiaries, directors, officers, contractors, employees and agents (collectively, "Indemnified parties") from and against any and all claims, demands, actions, causes of action, damages, loss, deficiency, cost, liability and expense, including reasonable attorneys' fees and amounts paid in settlement, resulting from or arising out of any claim, suit, action or proceeding (each a "Claim"), that may be made or brought against any of the Indemnified parties or which any of the Indemnified parties may suffer resulting from, arising out of or related to: (i) Designated User's use of the B&C Website violating the law of any jurisdiction relating to the solicitation, collection, reporting and/or use of information and/or data; (ii) Designated User's unauthorized use of the B&C Website; or (iii) Designated User's breach of this Agreement. The Indemnified parties shall provide Designated User with prompt written notice of such Claim and shall give Designated User the sole control and authority with respect to the defense or settlement of any Claim, and the Indemnified party shall cooperate fully with Designated User in the defense of any Claim. Designated User shall not enter into any settlement of any Claim that imposes liability or restrictions on the Indemnified parties without the prior written approval of the Indemnified parties.

7.2 Limitation of Liability. IN NO EVENT SHALL COMPANY AND/OR ITS SUPPLIERS (INCLUDING B&C) BE LIABLE TO DESIGNATED USER OR ANY THIRD PARTY FOR ANY INDIRECT INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE AGGREGATE AND CUMULATIVE LIABILITY OF COMPANY AND ITS SUPPLIERS (INCLUDING B&C) TO DESIGNATED USER OR ANY THIRD PARTY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THE LICENSED PRODUCTS OR THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY DESIGNATED USER TO COMPANY UNDER THIS AGREEMENT.

8. GENERAL

8.1 Compliance with Law; No Assignment. Company and Designated User shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement, including any export laws, restrictions or regulations. Designated User represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party and further agrees that it shall not assign its rights or obligations under this Agreement without the prior written consent of Company and B&C.

8.2 Entire Agreement; Non-Waiver. This Agreement (including any exhibits attached), states the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings, and agreements between the Parties concerning the subject matter. No amendment or modification of this Agreement shall be made except in writing signed by both Parties. No purported modification or amendment shall be binding until approved, in writing, by both Parties. Neither this Agreement nor any portion of this Agreement may be waived except by a writing signed by all Parties hereto, and the failure of either Party to enforce any provision of this Agreement, or the offer and acceptance by the Parties of any goods or services in excess of those required by this Agreement, shall not be deemed to waive or modify any provision of this Agreement or provide any basis for objection to any future enforcement of any provision.

8.3 Notice. A notice required or permitted to be sent hereunder must be in writing and shall be deemed effectively given upon personal delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt to the following addresses, or such person or address as either Party may designate:

TO THE COMPANY:

Chief Financial Officer of the State of Rhode Island
State of Rhode Island Office of the Rhode Island General Treasurer
40 Fountain Street, 8th Floor
Providence, Rhode Island 02903
Telephone: (401) 222-2287

cc: Chief Legal Counsel
Office of the General Treasurer
State of Rhode Island
State House, Room 131
Providence, RI 02903

TO THE DESIGNATED USER:

8.4 Equitable Relief. The Parties hereto stipulate and agree that the breach of this Agreement may cause irreparable and significant injury, which injury may not be compensable by damages alone and the value of which would be difficult to ascertain. Hence, both Parties stipulate and agree that, subject to Section 4 of this Agreement, in addition to any other remedy provided by law, equity, or the terms of this Agreement, each Party shall have the right to enforce this Agreement and any of its provisions by injunction or decree for specific performance or other equitable relief, without being required to show any actual damage or post an injunction bond.

8.5 Binding Effect; Governing Law; Force Majeure. This Agreement is binding upon the successors and assigns of the Parties hereto, including, but not limited to, any merger, reorganization or consolidation of the Parties hereto. This Agreement shall be governed by the law of the State of Rhode Island. Each Party consents to the jurisdiction and waives any objection to laying venue in Rhode Island. Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, acts of war, civil unrest, trespasser interference of third parties or similar events or circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal on the day indicated.

DESIGNATED USER

By: _____

Name: _____

Title: _____

Date: _____, 2009

COMPANY:

EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

By: _____

Name: Frank T. Caprio

Title: ***General Treasurer of the State of Rhode Island; Chairman of the State of Rhode Island State Investment Commission; and Chairman of the Retirement Board for the Employees' Retirement System of the State of Rhode Island***

Date: _____, 2009



International Investment
Dealers & Consultants

One Federal Street
Suite 23B
Boston, MA 02110
Tel 617-330-8700
Fax 617-330-8737

www.brockhousecooper.com

Kenneth Goodreau
Deputy General Treasurer for Finance, Investment Division
State of Rhode Island
40 Fountain Street, 8th Floor
Providence, Rhode Island 02903

Dear Ken:

Further to yesterday's discussion regarding the State of Rhode Island's recently Initiated Request for Proposals for:

1. U.S. EQUITY PASSIVE INDEX INVESTMENT MANAGEMENT SERVICES, AND
2. NON-U.S. EQUITY PASSIVE INDEX INVESTMENT MANAGEMENT SERVICES,

and pursuant to the Investment Consulting Agreement between Employees' Retirement System of the State of Rhode Island ("ERSRI") and Brockhouse Cooper International Inc. ("BCII"), with your agreement, BCII will be pleased to undertake to perform the following services on behalf of ERSRI:

1. **Manager Awareness** - BCII will contact the candidate managers that we have listed for the State to consider, to advise the managers that an RFP was posted on January 23 and is due February 4. The managers will be made aware of the minimum requirements for candidacy (pages 3 and 4 of the RFP) and asked to indicate to us ASAP whether they will be responding to the RFP.

ASSOCIATED FEE - NO CHARGE AS PER SECTION "A" OF EXHIBIT "A" OF THE INVESTMENT CONSULTING AGREEMENT.

2. **Processing of RFP's** - BCII will review all submitted RFP's, will tally results in accordance with the points-allotment schedule provided in the RFP, will summarize findings and will produce a report to document our findings and to recommend a short list of 2 or 3 of the most highly qualified candidates.

ASSOCIATED FEE - (PER SECTION "B" OF THE INVESTMENT CONSULTING AGREEMENT) - \$3500 plus applicable taxes per manager submission. Said fee will be capped at a maximum of \$17,500 plus applicable taxes for manager submissions numbering ten (10) or fewer. Should more than ten (10) manager submissions be received, the fee cap will be renegotiated.

3. **Final Due Diligence** - BCII (accompanied by a representative(s) of the ERSRI at the ERSRI's discretion) will perform due-diligence on each of the finalist candidates including on-site meetings if the board deems necessary. BCII will then produce a final report based on information gathered at these meetings, recommending the manager best suited to the ERSRI's mandate as defined.

ASSOCIATED FEE - (PER SECTION "B" OF THE INVESTMENT CONSULTING AGREEMENT) - a per diem fee of \$2500 plus applicable taxes plus reasonable travel, lodging and entertainment expenses as approved in advance by ERSRI.

Montréal

Boston

Johannesburg

Ken, I trust that you will find this proposal to your satisfaction and we look forward to the opportunity of serving you through the execution of this very important project.

If you are in agreement with the above, please affix your signature (electronic or hard copy at your convenience) to this document and return one copy to me for our records. In the meantime we have already initiated the **Manager Awareness** stage of the process and your telephone or e-mail instruction to proceed with stages 2. and 3. as outlined above will suffice to put us to work.

Yours very truly,



Agreed on behalf of:
Brockhouse Cooper International Inc.



By: Ralph E. W. Loader

and on behalf of:
EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

By: Kenneth Goodreau

Name: KENNETH GOODREAU

Title: CHIEF INVESTMENT OFFICER