

CREDIT SUISSE FIRST BOSTON INTERNATIONAL
EQUITY PARTNERS, L.P.

February __, 1998

Commonwealth of Pennsylvania
Public School Employees' Retirement System
Five North Fifth Street
Harrisburg, Pennsylvania 17101

Attention: John C. Lane
Chief Investment Officer

RE: Credit Suisse First Boston International Equity
Partners L.P.

This letter agreement is being executed and delivered to confirm certain agreements with respect to your investment in Credit Suisse First Boston International Equity Partners, L.P. (the "Partnership"), and your entering into the Amended and Restated Agreement of Limited Partnership dated as of February __, 1998 (the "Partnership Agreement") of the Partnership and the accompanying Subscription Agreement. Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Partnership Agreement.

You have advised us that the Public School Employees' Retirement System ("PSERS") is a state agency of the Commonwealth of Pennsylvania that is created and controlled by the Public School Employees' Retirement Code, 24PA.C.S. §§ 8101-8535.

The General Partner, on behalf of the Partnership, hereby agrees to accept one individual selected by you to serve as a member of the Advisory Committee and will accept a successor selected by you in the event that the original member selected by you resigns or is removed. With regard to any claims, damages, losses or expenses arising out of his or her service on the Advisory Committee, each such individual shall be entitled to indemnification by the Partnership as an Indemnified Party pursuant to Section 7.9 of the Partnership Agreement.

The General Partner, on behalf of the Partnership, hereby confirms that the Partnership Agreement and the Subscription Agreement do not impose any personal indemnification obligations on the Limited Partners, except under Paragraph

VII of the Subscription Agreement and under the terms and provisions of Section 7.9 of the Partnership Agreement, which shall not be applied or construed to require PSERS to make indemnification payments directly to any person or entity other than the Partnership or the General Partner (or its successor) thereunder.

The General Partner hereby agrees and acknowledges that any contract claim asserted against PSERS arising out of the Partnership Agreement or the Subscription Agreement may only be brought before and subject to the exclusive jurisdiction of the Board of Claims of the Commonwealth of Pennsylvania pursuant to §§ 4651-1 et seq. of Title 72 Pa. Statutes.

The General Partner, on behalf of the Partnership, acknowledges that you reserve all immunities, defenses, rights or actions arising out of your status as a sovereign entity, including those under the Eleventh Amendment to the United States Constitution, and that this letter agreement shall not be construed as a waiver or limitation of such immunities, defenses, rights or actions.

The General Partner hereby agrees that it will preserve all material financial and accounting records pertaining to the Partnership during the term of the Partnership and for four years thereafter, and that during such period you and any other department or representative of the Commonwealth of Pennsylvania, upon reasonable notice to the General Partner, shall have the right, during regular business hours, to audit such records in regards hereto to the fullest extent authorized and permitted by law. The General Partner shall have the right to preserve all such records in original form or on microfilm, magnetic tape, or any similar process. You agree to keep all such information confidential to the fullest extent permitted by law.

Notwithstanding the foregoing, nothing in this letter agreement shall compromise or limit your obligations under the Partnership Agreement or the Subscription Agreement in any respect, including, without limitation your obligation to make capital contributions to the Partnership.

Neither the Partnership nor the General Partner shall have entered into any side letter or similar agreement on or prior to the date hereof with any investor in the Partnership in connection with the admission of such investor to the Partnership except as disclosed to PSERS in writing on or prior to the date hereof. At any time should

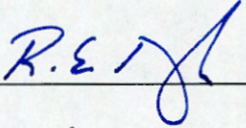
any investor receive any side letter or similar agreement, then PSERS will be given copies of such side letter(s) or similar agreement(s). Neither the Partnership nor the General Partner shall enter into a side letter or similar agreement with an existing or future investor who is or becomes a Limited Partner in the Partnership after the date hereof that has the effect of establishing rights or otherwise benefiting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of PSERS pursuant to this side letter, unless, in any such case, PSERS has been given the same rights and benefits or such side letter or similar agreement is made pursuant to an amendment to the Partnership Agreement.

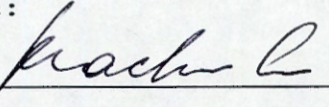
IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have caused this letter agreement to be executed as of the date first above written.

CREDIT SUISSE FIRST BOSTON INTERNATIONAL
EQUITY PARTNERS, L.P.

By: CREDIT SUISSE FIRST BOSTON INTERNATIONAL
PRIVATE EQUITY PARTNERS, L.P., its general partner

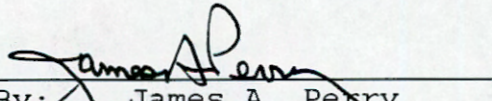
By: CSFB IGP, its general partner

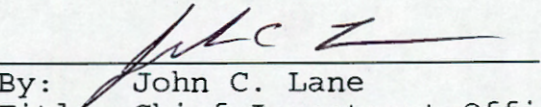
By: 
Name:
Title:

By: 
Name:
Title:

ATTEST: COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

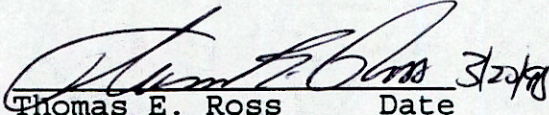
23-1739115
Federal Tax Identification No.


By: James A. Perry
Title: Executive Director


By: John C. Lane
Title: Chief Investment Officer

(Signatures continue on next page)

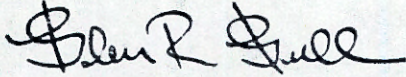
Approved for form and legality:



Thomas E. Ross Date

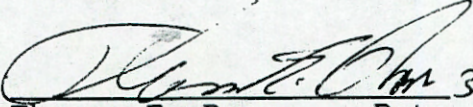
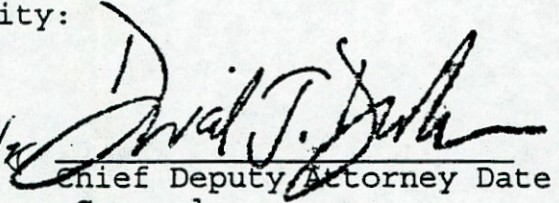
Chief Counsel
Public School Employees'
Retirement System

Chief Deputy Attorney Date
General
Office of Attorney
General



Deputy General Counsel Date
Office of General Counsel

Approved for form and legality:

	3/2/20	
Thomas E. Ross	Date	Chief Deputy Attorney Date
Chief Counsel		General
Public School Employees'		Office of Attorney
Retirement System.		General

Deputy General Counsel	Date
Office of General Counsel	