

# **EXHIBIT 31**

**FGG** Fairfield Greenwich Group

Fairfield Greenwich Limited  
919 Third Avenue  
New York, NY 10022-3902  
Tel: (212) 319-6060  
Fax: (212) 319-0450  
www.fggus.com

October 30, 2003

Dresdner Bank Lateinamerika AG  
Neuer Jungfernstieg 16  
20354 Hamburg  
Germany

Re: LETTER OF UNDERSTANDING

Gentlemen:

This will confirm our non-exclusive agreement that DRESDNER BANK LATEINAMERIKA AG, a company incorporated and existing under the laws of GERMANY, (herein after named DRESDNER BANK) will use its best effort in promoting to institutional and Private investors in accordance with FAIRFIELD GREENWICH LIMITED's funding objectives and criteria, for fund's sponsored or placed by FAIRFIELD GREENWICH LIMITED (the "Funds").

It being understood that DRESDNER BANK will not promote Funds to clients in jurisdictions where it is unlawful to do so, as described in the offering memorandum of the Fund. In addition, DRESDNER BANK is not authorized to disseminate any information to clients other than is contained in the prospectus of the Fund. Fund subscriptions will only become effective upon acceptance by the Fund administrator.

This Agreement is non-exclusive except in relation to those clients introduced by DRESDNER BANK directly or indirectly. An indirect client of DRESDNER BANK is one that has been introduced to FAIRFIELD GREENWICH LIMITED by a directly introduced client of DRESDNER BANK.

An investor is deemed to have been introduced to FAIRFIELD GREENWICH LIMITED if DRESDNER BANK notifies FAIRFIELD GREENWICH LIMITED in writing and FAIRFIELD GREENWICH LIMITED does not object to DRESDNER BANK soliciting such investor within five working days of delivery to FAIRFIELD GREENWICH LIMITED of such notice by telecopy or mail. The same procedure applies for investors introduced indirectly to FAIRFIELD GREENWICH LIMITED.

## 1. Compensation

In relation to subscriptions by clients introduced by DRESDNER BANK directly or indirectly (as per paragraph above), the following fees will be rebated to DRESDNER BANK.

### Single Manager Funds:

- Arlington International Limited: 25% of management fee and 2.75% of the total 20% incentive fee.
- Fairfield GMO Market Neutral Fund, Private Client Series: 50 basis points of management fee per annum.
- Fairfield Greenwich-FFTW Diversified Alpha Ltd (USD, EUR): 30 basis points of management fee per annum and 2.1% out of the total 20% performance fee.
- Fairfield Redstone Ltd: 25 basis points of management fee and 1.375% out of the total 20% performance fee.
- Fairfield Sentry Limited - Class A: 30 basis points of management fee per annum, provided, however, that fees will be rebated to Dresdner Bank with respect to Class A shares only for investments made prior to the date of this agreement and that remain invested in the fund.
- Fairfield Sentry Limited - Class B: 30 basis points of management fee per annum.
- Fairfield Sigma Limited - Class B: 30 basis points of management fee per annum.
- NGA Fairfield Limited: 25 basis points of management fee and 1.65% out of the total 20% incentive fee.
- Whiteford International Limited (Class B): 20 basis points of management fee and 1.50% of incentive fee.

### Multi-Manager Funds:

- Fairfield Investment Fund Limited: 1% per annum management fee.
- Fairfield Investors (EURO) Limited: 1% per annum management fee.
- FIF Advanced: 1% of assets invested in FIF Advanced's underlying funds – i.e., at the fund's current level of leverage at the ratio of 1.8:1, DRESDNER BANK will receive a fee equal to 1.8% on equity DRESDNER BANK raise for this fund. There can be no assurance that this leverage level will be maintained at all times, though it is FAIRFIELD GREENWICH LIMITED's present intention to maintain this level.
- Fairfield Greenwich Fund (Luxembourg), Private Client Series: 1% per annum management fee.
- Fairfield Masters Fund, Ltd., Private Client Classes: 50 basis points management fee per annum.

The fees will be payable to DRESDNER BANK by FAIRFIELD GREENWICH LIMITED within 30 days from the time the FAIRFIELD GREENWICH LIMITED gets paid.

All payments to be executed by wire transfer as follows:

Bank: CITIBANK NEW YORK  
Swift IABA: CHIPS UID 008 182  
Account Name: Dresdner Bank Lateinamerika AG

Account Number: 1092 63 92  
Reference: Fairfield Funds attn. WTS-EA

**2. Terms of Agreement**

This Agreement is effective as of its date and will remain in effect until the later of (i) its termination by either party upon thirty (30) days written notice to the other or (ii) the date on which all Funds owned by clients shall have been redeemed.

**3. Representation and Warranty**

Each of FAIRFIELD GREENWICH LIMITED and DRESDNER BANK represents and warrants that each has the legal right, power and authority to enter into this agreement and to perform the transactions contemplated hereby.

**4. Entire Agreement**

This Agreement contains the entire agreement between FAIRFIELD GREENWICH LIMITED and DRESDNER BANK, and supersedes all previous agreements between the parties concerning the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, with respect to the subject matter of this Agreement that are not embodied or referred to herein shall have any force or effect.

**5. Amendments**

This Agreement may be amended, only by the written consent of both parties.

**6. Notices**

Notices under this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, or by facsimile addressed as follows:

To: FAIRFIELD GREENWICH LIMITED

Mr. Robert A. Blum  
FAIRFIELD GREENWICH LIMITED  
919 Third Avenue, 11<sup>th</sup> Floor  
New York, New York 10022  
Tel: (212) 319 6060  
Fax: (212) 319 0450

To: DRESDNER BANK LATEINAMERIKA AG  
Mr. Guido Lucke  
DRESDNER BANK LATEINAMERIKA AG  
Neuer Jungfernstieg 16  
20354 Hamburg  
Germany  
Tel.: (+49 40) 3595 3929  
Fax: (+49 40) 3595 3119

7. Jurisdictions

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

8. Indemnification

Each party agrees to indemnify and hold the other party harmless from any loss, damage, liability or expense, including reasonable attorneys' fees and other legal expenses, to which the other party may become subject arising out of or relating to any act or omission by the indemnifying party (or any person connected or associated with the indemnifying party) which is or is alleged to be a violation of any applicable statutes, laws or regulations or arising from the gross negligence or willful misconduct of the indemnifying party.

Kindly indicate your acceptance of the foregoing terms and conditions by signing and returning to FAIRFIELD GREENWICH LIMITED the attached duplicate of this agreement.

Sincerely,

FAIRFIELD GREENWICH LIMITED

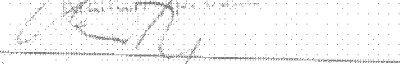
By:   
Robert A. Blum

Agreed to and accepted:

DRESDNER BANK LATEINAMERIKA AG

By: 

Date: November 18th 2003

By: 

Date: November 18th 2003

By:   
Private Banking Investments  
Lucke/AG 3595

Date: November 18th 2003