

INVESTMENT MANAGEMENT AND CUSTODY AGREEMENT

This Investment Management and Custody Agreement (the "**Agreement**") is made as of the 26th day of June, 2000 between Kenneth L. & Linda P. Lay ("**Client**") and Trust Company of the West ("**Manager**"), a California corporation.

In consideration of the mutual agreements herein contained, Client and Manager agree as follows:

1. Actions of Client

Client hereby appoints Manager as Investment Manager and Custodian of the assets described in Schedule A attached hereto, together with any additions or withdrawals made therefrom by Client and the income or proceeds from the investment of such assets (the "**Account**").

2. Agreement to Provide Investment Management and Custodial Services

Manager hereby agrees to provide Client with investment management and custodial services with respect to the securities and other assets held from time to time in the Account.

3. Authority and Discretion of Investment Manager

- (a) Except as otherwise provided herein, Client hereby authorizes Manager at any time and from time to time during the term of this Agreement without prior consultation with or direction of Client to issue to brokers instructions to purchase, sell, and otherwise trade in and deal with, any equity security (including non-dividend bearing securities and convertible securities), long term and short term debt securities, commercial paper or other securities including any common or commingled trust funds, limited partnerships or other commingled funds now or hereafter established by Manager or any of its affiliates, all in conformity with the provisions of the instruments establishing such fund or funds and all amendments thereto, for the account and risk of, and in the name of the Client in accordance with the Investment Strategy Summary specified in Schedule B hereto, which may be amended from time to time. The assets and funds in the Account shall be invested and reinvested in securities of the type which Manager, based upon its reasonable commercial judgment, believes to be in Client's best interests. However, Manager will be bound by any investment restrictions or investment objectives, which Client may furnish, in writing.

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- (b) Manager shall effect all purchases and sales of securities in a manner consistent with the principles of best execution, taking into account net price (including commissions), execution capability and other services which the broker may provide. In this regard, Manager may effect transactions which cause the Client to pay a commission in excess of a commission which another broker would have charged, provided, however, that Manager shall have first determined that such commission is reasonable in relation to the value of the brokerage, research, performance measurement service and other services performed by that broker.
- (c) In making investment decisions, Manager will only take into account the assets it manages in the Account and not other assets owned by Client but not managed by Manager. Manager, in its discretion, may keep such portion of assets managed for the Account in cash or in cash equivalents as Manager may from time to time deem to be in the best interests of the Client. -
- (d) Except as otherwise provided in this Agreement, Manager shall have full discretionary authority (i) to determine which securities are to be bought or sold, (ii) to determine the manner in which securities are to be bought or sold, and (iii) to execute for the account of the Client such transactions as Manager deems necessary or desirable without the necessity of first obtaining the consent of Client before such transactions are effected.
- (e) Client hereby authorizes Manager, at any time and from time to time, during the term hereof to deliver securities sold, exchanged or otherwise disposed of from the Account, upon receipt of payment for such securities, and to pay cash for such securities received upon acquisition for the Account; provided, however, that this authorization shall not be deemed or construed to include authority to deliver or pay securities or cash to Manager for its own account or for its benefit, except as provided in sub-paragraph (a) of Paragraph 4 hereof.
- (f) Client agrees to furnish such authorizations as brokers or Manager may from time to time request to implement the provisions of sub-paragraph (a) of this Paragraph 3.
- (g) Client hereby authorizes Manager, in Manager's sole discretion, to vote, consent, waive, ratify or take other actions with respect to proxies, exchange offers, tender offers, restructurings, amendments to indentures or other agreements, or other proposed transactions relating to the assets of the Account.

