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Harris Bretall Sullivan & Smith L.L.C.

INVESTMENT ADVISORY AGREEMENT

between

Harris Bretall Sullivan & Smith L.L.C., a Delaware corporation

and

Kenneth L. Lay & Linda P. Lay T1320

THIS INVESTMENT ADVISORY AGREEMENT (the "Agreement") is entered into as of the 10th day of March, 2000 between Harris Bretall Sullivan & Smith L.L.C., a Delaware corporation ("Adviser"), and the individual, corporation, partnership, trust, plan that is or may become subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other entity set forth on the signature page below ("Client"). This Agreement shall be effective as of the later of (a) the date on which both Client and Adviser have executed this Agreement and (b) the date on which the Account (defined below) first contains any assets (such date, the "Effective Date").

- Account.** Client hereby appoints Adviser, and Adviser accepts such appointment, to act as the sole and exclusive investment adviser with respect to such cash, securities and notes as Client from time to time shall deposit or cause to be deposited with PaineWebber Inc. (the "Specified Broker") for supervision by Adviser, together with all earnings, profits and proceeds thereon and all substitutions thereto (collectively, the "Account"). Client may make additions to the Account by depositing or causing to be deposited with the Specified Broker for supervision by Adviser additional cash, securities or notes. Client may make withdrawals from the Account upon notice to Adviser. Client understands and agrees that funds in the Account held pending investment may be temporarily invested in one or more money market mutual funds (the "Sweep Account") made available by Specified Broker (whether or not such mutual funds are managed by an affiliate of Specified Broker) selected by Client. Client, as well as all other fund shareholders, will bear a proportionate share of the expenses of those mutual funds in which Sweep Account assets are invested, including, to the extent permitted by applicable law, certain management and distribution fee expenses, certain of which are payable to Specified Broker and/or its affiliates. Client further agrees and understands that the market value of the Account used to calculate Adviser's fees as described in Paragraph 5 of this Agreement include assets in the Sweep Account.
- Investment Discretion.** Except to the extent Client otherwise instructs Adviser in writing, Client hereby grants Adviser full and exclusive discretion to manage all investments, reinvestments and other transactions for the Account as Adviser deems appropriate in furtherance of the Investment Objectives set forth on the attached client questionnaire ("Questionnaire") and subject to the Investment Restrictions set forth on the Questionnaire. Subject to any limitations set forth in the Investment Objectives and/or Investment Restrictions, Adviser shall be empowered through any of its officers or employees to (a) purchase, sell, exchange, exercise or otherwise trade for the Account any and all securities, instruments and obligations of every description, including without limitation all stocks, bonds, money market and other mutual fund shares, notes, commercial paper, trade acceptances, loans, deposits, and options or other rights to acquire any of the foregoing issued or incurred by any corporation, money market and other mutual fund, trust, partnership, association, firm, institution or governmental body and (b) take such other actions, or direct the Specified Broker to take such other actions, as any officer or employee of Adviser may deem necessary or desirable to carry out the purpose and intent of the foregoing.
- Custodian.** Client hereby notifies Adviser that Client has appointed the Specified Broker to serve as custodian for the Account. Under no circumstances shall Adviser act as a custodian of the Account. Except as provided in Paragraph 5, Adviser shall not take or receive physical possession or custody of any Account assets.

