



Harris Bretall Sullivan & Smith L.L.C.

INVESTMENT ADVISORY AGREEMENT

between

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

and

Kenneth J. Lay & Linda P. Lay

THIS INVESTMENT ADVISORY AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 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").

1. 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.
2. Investment Discretion. Except to the extent Client otherwise instructs Adviser in writing, Client hereby grants Adviser full and exclusive discretion to invest, reinvestments and other transactions for the Account attached client questionnaire, Restrictions, Ad exchange, exerci every descriptio shares, notes, cc any of the foregr nership, associat Specified Broke desirable to carr investment Objectives set forth on the estment Restrictions set forth on the nent Objectives and/or Investment or employees to (a) purchase, sell, rities, instruments and obligations of oney market and other mutual fund nd options or other rights to acquire ket and other mutual fund, trust, part- take such other actions, or direct the e of Adviser may deem necessary or e Specified Broker to serve as custo- todian of the Account. Except as pro- ion or custody of any Account assets.
3. Custodian. Clier dian for the Acco- vided in Paragra

1 million