

# Investment Advisory Agreement

Goldman, Sachs & Co.  
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MULTPSA:7/3/97

THIS AGREEMENT (the "Agreement") is made as of the 5 day of Aug, 1999 between Goldman, Sachs & Co., a limited partnership organized under the laws of New York ("Goldman Sachs"), and Kenneth & Linda Lay (together, the "Client").

1. Appointment of Investment Adviser; Acceptance of Appointment. Goldman Sachs is hereby appointed as investment adviser to the Investment Account (as defined in Section 2 (a) below) and Goldman Sachs hereby accepts such appointment.

2. Management; Investment Guidelines; Powers of Goldman Sachs. (a) Goldman Sachs is hereby authorized to supervise and direct, with full authority and at its discretion (without reference to the Client), on the Client's behalf and at the Client's risk, the investment of the assets contained in the "Investment Account" which term, as used herein, shall mean the account consisting of such cash, securities and other assets as are delivered to Goldman Sachs (or if Goldman Sachs is not acting as the custodian, as are otherwise identified to Goldman Sachs), for management hereunder, including all investments, reinvestments and proceeds of the sale thereof as well as all interest, dividends and appreciation thereon. The Client hereby authorizes Goldman Sachs to open accounts and execute documents and representation letters in the name of, binding against, and on behalf of, the Client for all purposes necessary or desirable in Goldman Sachs' view to effectuate Goldman Sachs' activities under this Agreement.

(b) The Investment Account shall be managed under the terms of this Agreement and subject to the written investment guidelines and investment objectives attached hereto as Appendix A (the "Investment Guidelines"), as such Investment Guidelines may be amended from time to time by written agreement of the parties. All transactions effected for the Investment Account will be deemed to be in compliance with such investment guidelines and investment objectives unless written notice to the contrary is received by Goldman Sachs from the Client within ten (10) days following the first issuance of the confirmation or periodic report containing such transactions. The Investment Guidelines apply only to the Investment Account and shall have no applicability to any other account(s) maintained by Client with Goldman Sachs or any of its affiliates. The ranking of investment objectives and the establishment of investment guidelines for any such account(s) shall have no application or relevance to the Investment Account.

(c) Goldman Sachs' authority and discretion hereunder shall include, without limitation, the power to buy, sell, retain, tender and exchange investments and effect transactions and other powers as Goldman Sachs deems appropriate in relation to investing and executing transactions for the Investment Account. Unless otherwise specifically agreed by the parties, Goldman Sachs' duties shall not include the voting of proxies on behalf of the Client (except as otherwise permitted by applicable NYSE or other regulations) and all materials relating to corporate actions and voting will be forwarded to Client in accordance with Goldman Sachs' normal practices. The Client agrees that Goldman Sachs may, but shall not be required to, aggregate orders for the Investment Account with orders of other clients and, in so doing, Goldman Sachs need not designate any of the Client's orders as "individual" when submitting orders via the DOT systems. Client authorizes Goldman Sachs to assign to the Investment Account the average price resulting from such "bunched" orders. Goldman Sachs will make available to the Client, upon the Client's request, the underlying records reflecting the actual transaction prices.

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3. Charges and Fees. (a) For its advisory services hereunder, Goldman Sachs shall be entitled to the fees and terms of payment as set forth in Appendix B to this Agreement, as such Appendix may be amended from time to time by written agreement of the parties. Goldman Sachs may, at its discretion, make payments out of such fees to any affiliate or other person(s). The Client is responsible for payment of brokerage commissions, commission equivalents, transfer fees, registration costs, taxes and other costs and transaction-related expenses and fees arising out of transactions in the Investment Account, and the Client hereby authorizes Goldman Sachs to incur such expenses for the Investment Account.

(b) Goldman Sachs and its affiliates shall be entitled to retain any commissions, commission equivalents and/or dealer spreads that may be realized in connection with transactions effected for the Investment Account. Goldman Sachs personnel, including those persons primarily responsible for management of the Investment Account, may receive compensation consisting of a portion of the advisory fees and any commissions or commission equivalents and/or dealer spreads charged to the Investment Account pursuant to this Agreement. The Client therefore understands that a potential conflict of interest exists because Goldman Sachs and/or its personnel have an economic interest in transactions effected for the Investment Account, whether effected with or through Goldman Sachs or its affiliates under a directed brokerage arrangement as described in Section 5(a), or otherwise. Furthermore, the Client acknowledges and agrees that, to the extent that the Client has been referred to Goldman Sachs by an employee of Goldman Sachs or any of its affiliates, or by a third party, Goldman Sachs may, in its discretion, make payments out of such fees, commissions or commission equivalents directly or indirectly to said person(s) as compensation for such referral.

(c) If Goldman Sachs is acting as custodian, custodial fees for the Investment Account, if any, will be charged separately by Goldman Sachs and are not included in Appendix B unless specifically set forth therein.

(d) If Goldman Sachs is acting as custodian, the Client authorizes and directs Goldman Sachs to either debit the Investment Account or bill the Client directly for all remuneration and expenses payable hereunder. If a third party acts as custodian for the Investment Account, the Client authorizes Goldman Sachs to invoice such third party for all remuneration and expenses payable hereunder.

(e) The Client hereby authorizes Goldman Sachs to charge and retain commissions on all exchange transactions effected for the Investment Account. Goldman Sachs shall, with respect to transactions subject to Section 11(a) of the U.S. Securities Exchange Act of 1934, as amended, annually provide the Client with information disclosing any such commissions charged and retained by Goldman Sachs.

4. Reports and Other Information. Goldman Sachs shall provide the Client with reports containing information regarding the status of the Investment Account on a quarterly basis, or otherwise as the Client and Goldman Sachs may from time to time agree. Such reports will include a measure of performance based upon the change in valuation of the Investment Account during the reporting period. Valuations reflect Goldman Sachs' good faith effort to ascertain fair market values based on pricing and valuation information believed by Goldman Sachs to be reliable. However, these valuation levels may not be realized upon liquidation and Goldman Sachs will not be responsible for any errors with respect thereto. Market conditions and transaction size may affect liquidity and the price received upon liquidation.

5. Execution of Transactions. (a) Client understands that it is not obligated to direct Goldman Sachs to execute transactions for the Investment Account through Goldman Sachs or its affiliates. However, in consideration of the receipt by the Investment Account of valuable research, reporting, and other account services from Goldman Sachs and the individualized service, advice, overall performance, and expertise to be provided by Goldman Sachs hereunder, Client hereby authorizes and directs Goldman Sachs to execute all transactions for the Investment Account through Goldman Sachs or its affiliates. Client acknowledges that, by so directing, commission rates and execution for Investment Account transactions may not be as favorable as those that could be obtained if Goldman Sachs opened an account for the Client at another broker-dealer.