

EAGLE GLOBAL ADVISORS, L.L.C.
SAN FELIPE PLAZA
5847 SAN FELIPE, SUITE 930
HOUSTON, TEXAS 77057
(713) 952-3550

INVESTMENT ADVISORY AGREEMENT

RE: KLL & LPL INVESTMENTS, LTD
(name of account)

Gentlemen:

The undersigned KLL & LPL INVESTMENTS, LTD ("Client"), being duly authorized, hereby employs EAGLE GLOBAL ADVISORS, L.L.C. ("Adviser"), as investment adviser for the Account referred to above (the "Account") on the following terms and conditions:

1. Authority. Adviser will have the following power and authority with respect to the Account. It shall supervise and direct the investments of and for the Account on a discretionary basis without prior consultation with Client; subject, however, to such limitations and restrictions as Client may impose herein, or may hereafter impose by notice in writing to the Adviser. This discretionary authority makes Adviser the agent and attorney-in-fact with full power and authority in connection with the Account (a) to buy, sell, exchange, convert and otherwise trade in any and all stocks, bonds and other securities as Adviser may select; and (b) to establish and deal through accounts with one or more securities brokerage firms, dealers or banks as the Adviser may select, except that Client in compliance with the conditions specified in this agreement, may designate specific brokers or dealers and/or designate the use of a broker or dealer as custodian of the Client's assets, through which the Adviser will effect transactions. In such Client-directed brokerage arrangements, the Client's account will be charged transaction commissions at a rate agreed upon between the Client and the broker or dealer. Refer to Form ADV Part II for discussion of such arrangements. This discretionary authority shall remain in full force and effect until Adviser receives written notice from the Client of its termination or until the Adviser receives actual notice of the Client's death or adjudication of incompetence.

2. Services of Adviser. By execution of this Agreement, Adviser accepts the appointment as investment adviser and agrees to direct the investments of the Account. Adviser will render to Client a quarterly written report of the investments of the Account. It is agreed that the sole standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party.

3. Transaction Procedure. All transactions will be consummated by payments to, or delivery by, Client, or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Adviser shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or the Custodian. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Adviser.

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