# INVESTMENT ADVISORY AGREEMENT

TO: AIG Global Investment Corp.

1. **Authorization and Appointment**. AIG Global Securities Lending Corp., as securities lending agent on behalf of certain lenders (the "Company") hereby authorizes and appoints AIG Global Investment Corp. ("Adviser") to act as investment adviser and, as its agent and attorney-in-fact, to exercise the investment discretion described below with respect to the accounts indicated in this Agreement (referred to in this Agreement as the Company's "Account").

2. **Powers.** (a) Adviser shall have full power to supervise and direct the investment and reinvestment of the cash, securities and other property in the Company's Account and engage in such transactions on the Company's behalf as Adviser may deem appropriate, in Adviser's absolute discretion and without prior consultation with the Company, subject only to the terms of this Agreement and such written investment instructions as the Company may deliver to Adviser from time to time ("Terms and Instructions"), in any and all forms of securities or other property as permitted by the written investment instructions, and to hold temporary cash balances in the Company's Account without liability of Adviser to the Company for interest thereon or to comparable short-term investments pending reinvestment thereof. The Company hereby ratifies and confirms any and all transactions heretofore or hereafter engaged in by Advisor in respect of its accounts provided that such transactions comply with the Terms and Instructions.

(b) Subject to the Terms and Instructions, Adviser is authorized, but shall not be required to vote, tender or convert any securities in the Company's Account; to execute waivers, consents and other instruments with respect to such securities; to endorse, transfer or deliver such securities or to consent to any class action, plan of reorganization, merger, combination, consolidation, liquidation or similar plan with reference to such securities; and Adviser shall not incur any liability to the Company by reason of any exercise of, or failure to exercise, any such discretion.

(c) The cash and assets in the Company's Account shall be held by those institutions specified in Exhibit A, which the Company hereby represents have agreed to act as custodian(s) for the Company's Account in accordance with Adviser's instructions, or by one or more affiliates of Adviser, in which case they will be subject to customary terms, conditions and limitations applicable to customer accounts held by such affiliates. If the Company's Account is maintained with a custodian specified in Exhibit A, (i) Adviser shall at no time have custody or physical control of the assets and cash in the Company's Account, (ii) Adviser shall not be liable

for any act or omission of the custodian(s), (iii) Adviser shall give instructions to the custodian(s), in writing or orally and confirmed in writing as soon as practicable thereafter, and (iv) the Company shall instruct the custodian to provide Adviser with such periodic reports concerning the status of the Company's Accounts as Adviser may reasonably request from time to time. The Company will not change the custodian(s) without giving Adviser reasonable prior notice of its intention to do so together with the name and other relevant information with respect to the new custodian(s).

(d) All income, increments and accruals from or to the securities and other property in the Company's Account shall be collected by the relevant custodian and credited to the Company's Account.

(e) Adviser may employ one or more subadvisers or retain or otherwise avail itself of the services or facilities of other persons or organizations for the purpose of providing Adviser or the Company with statistical and other factual information, such advice regarding economic factors and trends, such advice as to transactions in specific securities or such other information, advice or assistance as Adviser may deem necessary appropriate or convenient for the discharge of its obligations hereunder or otherwise helpful to the Company.

3. **Representation and Warranties.** The Company represents and warrants that at all times during the term of the Agreement:

(a) this Agreement has been duly authorized, executed and delivered by the Company and constitutes its valid and binding obligation, enforceable against the Company in accordance with its terms;

(b) no governmental authorization, approval, consents or filings are required in connection with the execution, delivery or performance of this Agreement by the Company;

(c) the execution, delivery and performance of this Agreement by the Company will not violate or result in any default under the Company's certificate of incorporation or by-laws (or equivalent constituent documents), any contract or other agreement to which the company is a party or by which it or its assets (including the Company's Account) may be bound or any statute or any rule, regulation or order of any government agency or body;

(d) the list of signatures attached hereto at Exhibit B constitutes the valid signatures of all directors, officers, employees or agents of the Company authorized to take action with respect to the Company's Account and Adviser shall be entitled to conclusively rely on any document executed by any of them; and

(e) the Company is not an investment company (as that term is defined in the Investment Company Act of 1940, as amended) and none of its assets are assets of an employee

benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

4. **Acknowledgments and Consents.** The Company hereby acknowledges and consents to the following:

(a) The Company's Account will be established and maintained with the relevant custodians and will be subject to the relevant custodial agreements. The Company agrees to cooperate with Adviser and the custodian in taking all such action as may be necessary or advisable to establish the Adviser's and the custodian's authority with respect to the management of the cash, securities and other property held in the Company's Account;

(b) Adviser has delivered to the Company a copy of Adviser's Disclosure Statement, as required by Rule 204-3 under the Investment Advisers Act of 1940, as amended (the "Adviser Act"). If the Company has not received Adviser's Disclosure Statement more than 48 hours prior to the date of execution of this Agreement, the Company understands that it may terminate this Agreement without penalty within five business days after such date of execution, provided that any investment action taken by Adviser with respect to the Company's Account prior to any such termination will be at the Company's risk. The Company understands the investment strategy intended to be followed in respect of the Company's Account and hereby consents thereto;

(c) Adviser may place orders for the execution of transactions with or through such brokers, dealers or banks as Adviser may select in its sole discretion and, complying with Section 28(e) of the Securities Exchange Act of 1934, may pay a commission on transactions which may be greater than the amount of any commission another broker or dealer might have charged;

(d) Adviser may act as investment adviser in relation to a transaction to be effected on the Company's behalf in which an affiliate of Adviser acts as broker for both the Company and another person on the other side of such transaction (an "agency cross transaction") or, to the extent permitted by applicable law, as principal (in which case such affiliate may charge the Company its customary mark-up). The Company understands that in connection with any such agency cross transaction, such affiliate will receive commissions from both parties to the transaction and that such affiliates may have a potentially conflicting division of loyalties and responsibilities regarding the parties to the transaction. The Company hereby consents to any agency cross transaction effected by Adviser to which the Company may be a party and understands that such consent will remain in full force and effect until such time as the Company notifies Adviser in writing of the revocation thereof;

(e) (i) Adviser acts as adviser to other customers and may give advice, and take action, with respect to any of those which may differ from the advice given, or the

timing or nature of action taken, with respect to the Company's Account; (ii) where there is a limited supply of a security, Adviser will use its best efforts to allocate or rotate investment opportunities, but Adviser cannot assure, and assumes no responsibility for, equality among all accounts and customers; and (iii) Adviser's affiliates and officers, directors and employees of Adviser and such affiliates may engage in transactions or cause or advise other customers to engage in transactions which may differ from or be identical to the transactions engaged in by Adviser for the Company's Account. Adviser shall not have any obligation to engage in any transaction for the Company's Account or to recommend any transaction to the Company which any of Adviser's affiliates or any of the officers, directors or employees of Adviser or Adviser's affiliates may engage in for their own accounts or the account of any other customer, except as otherwise required by applicable law. To the extent permitted by law, Adviser shall be permitted to bunch or aggregate orders for the Company's Account with orders for other accounts;

(f) Adviser makes no representation as to the success of any investment strategy or security recommended by Adviser to the Company and none of Adviser, its officers, directors or employees shall be liable to the Company for any error in judgment or any act or omission to act, provided that Adviser, its officers, directors and employees shall at all times act in good faith. The Company agrees to indemnify and hold harmless Adviser, its officers, directors and employees against any loss or expense arising as a result of (or as a result of any allegation respecting) the exercise or the failure to exercise the discretionary authority granted in this Agreement, provided that nothing herein shall constitute a waiver or limitation of any rights which the Company may have under applicable securities or other laws;

(g) By reason of Adviser's investment advisory activities and the investment banking and other activities of its affiliates, Adviser may acquire confidential information or be restricted from initiating transactions in certain securities. The Company acknowledges and agrees that Adviser will not be free to divulge to the Company, or to act upon, any such confidential information with respect to Adviser's performance of this Agreement and that, due to such restriction, Adviser may not initiate a transaction Adviser otherwise might have initiated. The Company further acknowledges and agrees that all information and advice furnished by either party to this Agreement to the other shall be treated as confidential and shall not be disclosed to third parties except with the prior written consent of the other party or as otherwise required by applicable law; and

(h) Adviser may from time to time temporarily invest cash balances in the Company's Account in any registered, open-end investment company for which Adviser or any of its affiliates serves as investment adviser ("Affiliated Funds"). In connection with such investments in Affiliated Funds, Adviser will not offset any portion of such Affiliated Fund's advisory fee payable to Adviser or any of its affiliates against fees payable in accordance with the attached Schedule of Fees.

5. **Transactions Through Affiliates.** The Company hereby authorizes the

Adviser to direct its affiliates to effect securities transactions for the Company's Account and such affiliates may retain compensation in connection with affecting securities transactions for the Company's Account in accordance with Section 11(a) of the Securities Exchange Act of 1934 and Regulation 11(a)2-2(T) thereunder, and Adviser shall use its best efforts to cause such affiliates to furnish the Company at lease annually a statement setting forth the total amount (or any estimate thereof) of all compensation retained by such affiliates in connection with effecting transactions for the Company's Account during the period covered by the statement, which amount shall exclude all amounts paid to other persons during that period for service rendered in effecting such transactions.

6. **Reports to Clients.** Adviser will send, or cause to be sent, to the Company (i) copies of confirmations of transactions executed on the Company's behalf promptly following execution, and (ii) reports with respect to the securities and funds in the Company's Account at such intervals as shall be mutually agreed to by the Company and Adviser. Adviser further agrees to provide to the Company as soon as reasonably possible after the end of each calendar year, a statement containing such additional information regarding the Company's Account and matters incidental thereto as shall be required by law or as Adviser deems necessary. Upon the Company's written request, Adviser will send, or cause to be sent, copies of any of the foregoing to any trustee or other person designated by the Company.

7. **Fees.** Adviser's compensation for services shall be calculated and paid in accordance with the attached Schedule of Fees.

8. **Indemnification.** Each party to this Agreement (an "Indemnifying Party") agrees to indemnify, defend and hold harmless each other party and each of its respective officers, directors, shareholders, affiliates and agents from and against any and all demands, claims, liabilities, damages, expenses (including legal fees and disbursements) and losses resulting from, related to or arising out of any breach of any representation, warranty, covenant or agreement of such Indemnifying Party contained in this Agreement.

9. **Termination.** Adviser's authority as set forth in this Agreement shall remain in full force and effect to the extent permitted by applicable law, until such time as terminated by the Company or Adviser upon thirty days' written notice to the other. The termination of the authority granted by this Agreement shall not in any way effect any liability resulting from a transaction initiated prior to such termination. Upon termination of this Agreement, Advisor shall be under no obligation to recommend any action with regard to the securities or other property held in the Company's Account. Fees will be prorated to the date of termination and any unearned portion of prepaid fees will be refunded to the Company.

10. **Miscellaneous.** (a) No assignment (as that term in used in the Advisers Act) of this Agreement may be made by either party to this Agreement without the consent of the other party, and any such assignment made without such consent shall be null and void for all

purposes. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

(b) This Agreement, including the attachments, constitutes the entire agreement of the parties with respect to the management of the Company's Account and can be amended only by a written document signed by both parties to this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, provided that nothing herein shall be construed in any manner inconsistent with the Advisers Act or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder. If any provision of this Agreement shall be declared to be invalid, such declaration shall not be deemed to affect the validity of any of the other provisions.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on behalf of the Company as of the date indicated opposite the signature to become effective _____.

_____

By _____ Date Oct 6, 1999

Name: Peter Adamczyk

Title: Vice President

ACKNOWLEDGED AND AGREED:

AIG Global Investment Corp.

By _____ Date Oct 6, 1999

Name: _____

Title: _____

## SCHEDULE OF FEES

With respect to the Investment Advisory Agreement dated Oct 6, 1998, AIG Global Investment Corp., ("Adviser") will receive a Fee from the AIG Global Securities Lending Corp. (the "Company") of 0.04% (annual rate) of the average market value of those assets in the Company's Account that are, during the fee period in question, then being invested by the Adviser. For purposes of these calculations, the average market value shall be determined by averaging the month-end market values for each month during the billing period. The Fee shall be payable to the Adviser quarterly in arrears 10 business days after the end of each billing period, with the first quarterly billing period to be for the quarter beginning on the effective date of the Agreement and ending on the last day of the calendar quarter in which such effective date falls..

Effective_____

**EXHIBIT A**

With respect to the Investment Advisory Agreement dated Oct 6, 1999 between AIG Global Securities Lending Corp. (the "Company") and AIG Global Investment Corp., this Exhibit sets forth the custodians in effect for each of the Company's investment portfolios.

Mellon Bank, NA