Exhibit 6   
 Draft 3/7/97  
  
  
  
  
  
 DISTRIBUTION AGREEMENT  
  
  
 The SBI Fund, Inc. (the "Fund") has agreed that Lamaute  
 Capital, Inc. ("LCI") shall be, for the period of this agree-  
 ment, the distributor of shares of each Series of the Fund.  
 For purposes of this agreement the term "Shares" shall mean the  
 authorized shares of the relevant Series.  
  
 1. Services as Distributor  
  
 1.1 LCI will act as agent for the distribution of Shares  
 covered by, and in accordance with, the registration statement  
 and prospectus then in effect under the Securities Act of 1933,  
 as amended, and will transmit promptly any orders received by  
 LCI for purchase or redemption of Shares to the Transfer and  
 Dividend Disbursing Agent for the Fund of which the Fund has  
 notified LCI in writing.  
  
 1.2 LCI agrees to use its best efforts to distribute the  
 appropriate sales literature, applications and prospectuses in  
 the manner agreed upon between the Fund and LCI from time to  
 time.  
  
 1.3 LCI shall act as distributor of Shares in compliance  
 with all applicable laws, rules and regulations, including,  
 without limitations, all rules and regulations made or adopted  
 pursuant to the Investment Company Act of 1940, as amended, by  
 the Securities and Exchange Commission or any securities asso-  
 ciation registered under the Securities Exchange Act of 1934,  
 as amended.  
  
 1.4 Whenever in their judgment such action is warranted  
 by market, economic or political conditions, or by abnormal  
 circumstances of any kind deemed by the parties hereto to  
 render sales of the Fund's Shares not in the best interest of  
 the Fund, the parties hereto may decline to accept any orders  
 for, or make any sales of, any Shares until such time as those  
 parties deem it advisable to accept such orders and to make  
 such sales and each party shall advise promptly the other party  
 of any such determination.  
  
 1.5 LCI will act only on its own behalf as principal if  
 LCI chooses to enter into selling agreements with selected  
 dealers or others. Any payments to selected dealers shall be  
 governed by a separate agreement between LCI and such dealer  
 and by the Fund's then-current prospectus.  
  
  
   
 1.6 The Fund agrees to pay all costs and expenses in con-  
 nection with the registration of Shares under the Securities  
 Act of 1933, as amended, and all expenses in connection with  
 maintaining facilities for the issue and transfer of Shares and  
 for supplying information, prices, and other data to be  
 furnished by the Fund hereunder, and all expenses in connection  
 with the preparation, printing, and delivery of the Fund's  
 prospectuses and statements of additional information for regu-  
 latory purposes and for distribution to shareholders.  
  
 1.7 LCI agrees to pay for all expenses incurred by LCI in  
 connection with (i) printing and distributing such number of  
 copies of the prospectus as agreed upon by the Fund and LCI  
 from time to time for use in connection with offering the  
 Shares to prospective investors, (ii) preparing, printing and  
 distributing any literature and advertising as agreed upon by  
 the Fund and LCI from time to time for use in connection with  
 offering the Shares for sale, and (iii) all other expenses in-  
 curred in connection with the sale of the Shares as contem-  
 plated by this Agreement. In addition, it is understood and  
 agreed that, so long as a plan of distribution of the Fund  
 adopted pursuant to Rule 12b-1 under the 1940 Act (the "Plan")  
 continues in effect, any expenses incurred by LCI hereunder may  
 be paid from amounts received by it from the Fund under the  
 Plan. So long as the Plan continues in effect, LCI shall be  
 entitled to receive quarterly payments not exceeding in the  
 aggregate a maximum annual amount equal to 0.05% of the average  
 daily net asset value of the Fund during each fiscal year of  
 the Fund. The appropriate officer of the Fund shall provide to  
 the Board of Directors of the Fund, and the Board of Director  
 shall review, at least quarterly, a written report of the  
 amounts expended pursuant to the Plan and the purposes for  
 which such expenditures were made.  
  
 1.8 The Fund agrees to execute any and all documents and  
 to furnish any and all information and otherwise take all  
 actions which may be reasonably necessary in the discretion of  
 the Fund's officers in connection with filings required to be  
 made in connection with the sale of Shares in such states as  
 LCI may designate to the Fund and the Fund may approve. LCI  
 shall be responsible for all expenses connected with its own  
 qualification as a broker-dealer under Federal law and the  
 state laws of California, Georgia and Florida. All other  
 expenses in connection with the sale of Shares in states other  
 than those specifically referenced in this agreement shall be  
 incurred by the Fund or reimbursed to LCI by the Fund.  
  
  
  
  
  
  
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 1.9 The Fund shall furnish LCI from time to time, for use  
 in connection with the sale of Shares, such information with  
 respect to the Fund or any relevant Series and the Shares as  
 LCI may reasonably request, all of which shall be signed by one  
 or more of the Fund's duly authorized officers; and the Fund  
 warrants that the statements contained in any such information,  
 when so signed by the Fund's officers, shall be true and cor-  
 rect. The Fund also shall furnish LCI upon request with: (a)  
 semi-annual reports and annual audited reports of the Fund's  
 books and accounts made by independent public accountants regu-  
 larly retained by the Fund, (b) quarterly earnings statements  
 prepared by the Fund, (c) a monthly itemized list of the secu-  
 rities in the Fund's or, if applicable, each Series' portfolio,  
 (d) monthly balance sheets as soon as practical after the end  
 of each month, and (e) from time to time such additional infor-  
 mation regarding the Fund's financial condition as LCI may rea-  
 sonably request.  
  
 1.10 The Fund represents to LCI that all registration  
 statements and prospectuses filed by the Fund with the Securi-  
 ties and Exchange Commission under the Securities Act of 1933,  
 as amended, and under the Investment Company Act of 1940, as  
 amended, with respect to the Shares have been prepared in con-  
 formity in all material respects with the requirements of said  
 Acts and rules and regulations of the Securities and Exchange  
 Commission thereunder. As used in this agreement the terms  
 "registration statement" and "prospectus" shall mean any regis-  
 tration statement and prospectus, including the statement of  
 additional information incorporated by reference therein, filed  
 with the Securities and Exchange Commission and any amendments  
 and supplements thereto which at any time shall have been filed  
 with said Commission. The Fund represents and warrants to LCI  
 that neither any registration statement nor any prospectus when  
 such registration statement becomes effective will include an  
 untrue statement of a material fact or omit to state a material  
 fact required to be stated therein or necessary to make the  
 statements therein not misleading. The Fund may, but shall not  
 be obligated to, propose from time to time such amendment or  
 amendments to any registration statement and such supplement or  
 supplements to any prospectus as, in the light of future devel-  
 opments, may, in the opinion of the Fund's counsel, be neces-  
 sary or advisable. If the Fund shall not propose any such  
 amendment or amendments and/or supplement or supplements within  
 fifteen days after receipt of the Fund of a written request  
 from LCI to do so, LCI may, at its option, terminate this  
 agreement or decline to make offers of the Fund's securities  
  
  
  
  
  
  
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 until such amendments are made. The Fund shall not file any  
 amendment to any registration statement or supplement to any  
 prospectus without giving LCI reasonable notice thereof in ad-  
 xxxxx; provided, however, that nothing contained in this agree-  
 ment shall in any way limit the Fund's right to file at any  
 time such amendments to any registration statement and/or sup-  
 plements to any prospectus, of whatever character, as the Fund  
 may deem advisable, such right being in all respects absolute  
 and unconditional.  
  
 1.11 The Fund authorizes LCI and any dealers with whom  
 LCI shall enter into dealer agreements to use any prospectus in  
 the form furnished by the Fund from time to time in connection  
 with the sale and distribution of Shares. The Fund agrees to  
 indemnify, defend and hold LCI, its several officers and direc-  
 tors, and any person who controls LCI within the meaning of  
 Section 15 of the Securities Act of 1933, as amended, free and  
 harmless from and against any and all claims, demands, liabil-  
 ities and expenses (including the reasonable cost of investi-  
 gating or defending such claims, demands or liabilities and any  
 reasonable counsel fees incurred in connection therewith) which  
 LCI, its officers and directors, or any such controlling per-  
 sons, may incur under the Securities Act of 1933, as amended,  
 the Investment Company Act of 1940, as amended, or common law  
 or otherwise, arising out of or on the basis of any untrue  
 statement, or alleged untrue statement, of a material fact  
 required to be stated in either any registration statement or  
 any prospectus or any statement of additional information, or  
 arising out of or based upon any omission, or alleged omission,  
 to state a material fact required to be stated in any registra-  
 tion statement, any prospectus or any statement or additional  
 information or necessary to make the statements in any of them  
 not misleading, except that the Fund's agreement to indemnify  
 LCI, its officers or directors, and any such controlling person  
 will not be deemed to cover any such claim, demand, liability  
 or expense to the extent that it arises out of or is based upon  
 any such untrue statement, alleged untrue statement, omission  
 or alleged omission made in any registration statement, any  
 prospectus or any statement of additional information in reli-  
 ance upon information furnished by LCI, its officers, directors  
 or any such controlling person to the Fund or to its represen-  
 tatives for use in the preparation thereof, and except that the  
 Fund's agreement to indemnify LCI, its officers or directors,  
 and any such controlling person, and the Fund's representations  
 and warranties set out in paragraph 1.10 of this Agreement will  
 not be deemed to cover any liability to the Fund or its share-  
 holders to which LCI would otherwise be subject by reason of  
  
  
  
  
  
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 willful misfeasance, bad faith or gross negligence in the per-  
 formance of its duties, or by reason of its reckless disregard  
 of its obligations and duties under this Agreement ("Disquali-  
 fying Conduct"). The Fund's agreement to indemnify LCI, its  
 officers and directors, and any such controlling person, as  
 aforesaid, is expressly conditioned upon the Fund's being noti-  
 fied of any action brought against LCI, its officers or direc-  
 tors, or any such controlling person, such notification to be  
 given by letter, facsimile or by telegram addressed to the Fund  
 at its address set forth above as promptly as practical after  
 the summons or other first legal process shall have been  
 served. The failure so to notify the Fund of any such action  
 shall not relieve the Fund from any liability which the Fund  
 may have to the person against whom such action is brought by  
 reason of any such untrue, or alleged untrue, statement or  
 omission, or alleged omission, otherwise than on account of the  
 Fund's indemnity agreement contained in this paragraph 1.11.  
 The Fund will be entitled to assume the defense of any suit  
 brought to enforce any such claim, demand or liability, but, in  
 such case, such defense shall be conducted by counsel of good  
 standing chosen by the Fund and approved by LCI, which approval  
 shall not unreasonably be withheld. In the event the Fund  
 elects to assume the defense of any such suit and retain coun-  
 sel of good standing approved by LCI, the defendant or defen-  
 dants in such suit shall bear the fees and expenses of any  
 additional counsel retained by any of them; but in case the  
 Fund does not elect to assume the defense of any such suit with  
 counsel reasonably acceptable to LCI, the Fund will reimburse  
 LCI, its officers and directors, or the controlling person or  
 persons named as the defendant or defendants in such suit, for  
 the reasonable fees and expenses of any counsel retained by LCI  
 or them. The Fund's indemnification agreement contained in  
 this paragraph 1.11 and the Fund's representations and warran-  
 ties in this Agreement shall remain operative and in full force  
 and effect regardless of any investigation made by or on behalf  
 of LCI, its officers and directors, or any controlling person,  
 and shall survive the delivery of any Shares. This agreement  
 of indemnity will inure exclusively to LCI's benefit, to the  
 benefit of its several officers and directors, and their  
 respective estates, and to the benefit of any controlling per-  
 sons and their successors. The Fund agrees promptly to notify  
 LCI of the commencement of any litigation or proceedings  
 against the Fund or any of its officers or directors in con-  
 nection with the issue and sale of Shares.  
  
 1.12 LCI agrees to indemnify, defend and hold the Fund,  
 its several officers and directors, and any person who controls  
 the Fund within the meaning of Section 15 of the Securities Act  
 of 1933, as amended, free and harmless from and against any and  
  
  
  
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 all claims, demands, liabilities and expenses (including the  
 reasonable cost of investigating or defending such claims, de-  
 mands or liabilities and any reasonable counsel fees incurred  
 in connection therewith) which the Fund, its officers or direc-  
 tors, or any such controlling person, may incur under the Secu-  
 rities Act of 1933, as amended, the Investment Company Act of  
 1940, as amended, or under common law or otherwise, but only to  
 the extent that such liability or expense incurred by the Fund,  
 its officers or directors, or such controlling person resulting  
 from such claims or demands, (a) shall arise out of or be based  
 upon any unauthorized sales literature, advertisements, infor-  
 mation, statements or representations or any Disqualifying Con-  
 duct in connection with the offering and sale of any Shares, or  
 (b) shall arise out of or be based upon any untrue, or alleged  
 untrue, statement of a material fact contained in information  
 furnished in writing by LCI to the Fund specifically for use in  
 the Fund's registration statement and used in the answers to  
 any of the items of the registration statement or in the cor-  
 responding statements made in the prospectus or statement of  
 additional information, or shall arise out of or be based upon  
 any omission, or alleged omission, to state a material fact in  
 connection with such information furnished in writing by LCI to  
 the Fund and required to be stated in such answers or necessary  
 to make such information not misleading. LCI's agreement to  
 indemnify the Fund, its officers and directors, and any such  
 controlling person, as aforesaid, is expressly conditioned upon  
 LCI being notified of any action brought against the Fund, its  
 officers or directors, or any such controlling person, such  
 notification to be given by letter, by facsimile or by telegram  
 addressed to LCI at its address set forth above as promptly as  
 practicable after the summons or other first legal process  
 shall have been served. The failure so to notify LCI of any  
 such action shall not relieve LCI from any liability which LCI  
 may have to the Fund, its officers or directors, or to such  
 controlling person by reason of any such untrue, or alleged  
 untrue, statement or omission, otherwise than on account of  
 LCI's indemnity agreement contained in this paragraph 1.12.  
 LCI shall have the right to control the defense of such action,  
 with counsel of its own choosing, reasonably satisfactory to  
 the Fund, if such action is based solely upon such alleged mis-  
 statement or omission on LCI's part, and in any other event the  
 Fund, its officers or directors, or such controlling person  
 shall each have the right to participate in the defense or  
 preparation of the defense of any such action. This agreement  
 of indemnity will inure exclusively to the Fund's benefit, to  
 the benefit of the Fund's officers and directors, and their  
 respective estates, and to the benefit of any controlling per-  
  
  
  
  
  
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 sons and their successors. LCI agrees promptly to notify the  
 Fund of the commencement of any litigation or proceedings  
 against LCI or any of its officers or directors in connection  
 with the issue and sale of Fund Shares.  
  
 1.13 No Shares shall be offered by either LCI or the Fund  
 under any of the provisions of this agreement and no orders for  
 the purchase or sale of such Shares hereunder shall be accepted  
 by the Fund if and so long as the effectiveness of the regis-  
 tration statement then in effect or any necessary amendments  
 thereto shall be suspended under any of the provisions of the  
 Securities Act of 1933, as amended, or if and so long as a cur-  
 rent prospectus as required by Section 10 of said Act, as  
 amended, is not on file with the Securities and Exchange Com-  
 mission; provided, however, that nothing contained in this  
 paragraph 1.13 shall in any way restrict or have an application  
 to or bearing upon the Fund's obligation to repurchase any  
 Shares from any shareholder in accordance with the provisions  
 of the Fund's prospectus or charter documents.   
  
 1.14 The Fund agrees to advise LCI promptly in writing:  
  
 (a) of any request by the Securities and Exchange  
 Commission for amendments to the registration statement or  
 prospectus then in effect or for additional information;  
  
 (b) in the event of the issuance by the Securities  
 and Exchange Commission of any stop order suspending the ef-  
 fectiveness of the registration statement or prospectus then in  
 effect or the initiation of any proceeding for that purpose;  
  
 (c) of the happening of any event which makes un-  
 true any statement of a material fact made in the registration  
 statement or prospectus then in effect or which requires the  
 making of a change in such registration statement or prospectus  
 in order to make the statements therein not misleading; and  
  
 (d) of all actions of the Securities and Exchange  
 Commission with respect to any amendments to any registration  
 statement or prospectus which may from time to time be filed  
 with the Securities and Exchange Commission.  
  
 2. Offering Price  
  
 Shares of the Fund shall be offered for sale and sold at a  
 price per share (the "offering price") in accordance with the  
 provisions of the current prospectus applicable to such offer  
 and sale. The Fund will cause the net asset value to be deter-  
  
  
  
  
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 mined with such frequency and at such times and will cause the  
 offering price to be effective for such period as are set forth  
 in the then current prospectus of the Fund and the Fund will  
 cause such determinations to be furnished to LCI as often as  
 they are made.  
  
 3. Term  
  
 This Agreement shall become effective with respect to the  
 Fund as of the date hereof and will continue for one (1) year  
 and will continue thereafter automatically for successive an-  
 nual periods so long as such continuance is specifically ap-  
 proved at least annually (i) by the Fund's Board of Directors  
 or (ii) by vote of a majority (as defined in the Investment  
 Company Act of 1940) of the outstanding voting securities of  
 the Fund or the relevant Series, as the case may be, provided  
 that in either event its continuance also is approved by a  
 majority of the directors who are not "interested persons" (as  
 defined in said Act) of any party to this Agreement, by vote  
 cast in person at a meeting called for the purpose of voting on  
 such approval. This Agreement is terminable with respect to  
 the Fund, without penalty, on not less than sixty days' written  
 notice, by vote of a majority of the Fund's disinterested  
 directors as defined in Rule 12b-1 under the 1940 Act, by vote  
 of a majority (as defined in the Investment Company Act of  
 1940) of the outstanding voting securities of such Fund, or by  
 LCI. This Agreement shall terminate automatically in the event  
 of its assignment (as defined in said Act).  
  
 4. Miscellaneous  
  
 4.1 The Fund recognizes that LCI's directors, officers  
 and employees may from time to time serve as directors, trust-  
 ees, officers and employees of corporations and business trusts  
 (including other investment companies), and that LCI or its  
 affiliates may enter into distribution or other agreements with  
 such other entities, corporations and trusts. LCI agrees to  
 promptly give notice to the Fund upon entering into any distri-  
 bution agreements with such other entities, corporations and  
 trusts.  
  
 4.2 No provision of this agreement may be changed,  
 waived, discharged or terminated orally, but only by an in-  
 strument in writing signed by the party against which an en-  
 forcement of the change, waiver, discharge or termination is  
 sought.  
  
 4.3 This agreement shall be governed by the internal  
 laws of the State of Florida without giving effect to  
 principles of conflict of laws.  
  
  
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 4.4 If any provision of this agreement shall be held or  
 made invalid by a court decision, statute, rule, or otherwise,  
 the remainder of this Agreement shall not be affected thereby.  
 This Agreement shall be binding upon and shall inure to the  
 benefit of the parties hereto and their respective successors.  
  
 5. Fees  
  
 The annual cost for these services is 5 basis points of  
 gross assets under management with a minimum annual fee of  
 $12,500 plus out-of-pocket expenses. The fee paid to LCI shall  
 be calculated on a daily basis and depends on the level of  
 total assets of the Fund. Such fees shall be paid quarterly,  
 in advance, each quarterly payment being based upon one quarter  
 of the anticipated annualized fee with the first payment due  
 within thirty (30) days of the commencement of operations of  
 the Fund.  
  
  
 THE SBI FUND, INC.  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
 Name:  
 Title:  
  
 Date:   
  
  
 LAMAUTE CAPITAL INC.  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
 Name:  
 Title:  
  
 Date:   
  
  
  
  
  
  
   
  
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