EXHIBIT 10.46  
  
  
  
 INVESTMENT ADVISORY AGREEMENT  
  
 AGREEMENT made this 29th day of May, 2001, by and between Ivy Fund (the  
"Trust") and Mackenzie Financial Corporation (the "Adviser").  
  
 WHEREAS, the Trust is an open-end investment company with one or more  
investment portfolios, one of which is Ivy Global Natural Resources Fund (the  
"Fund"); and  
  
 WHEREAS, the Trust has, on behalf of the Fund, entered into an  
agreement with Ivy Management, Inc. (the "Manager") to provide management and  
administrative services; and  
  
 WHEREAS, the Trust engages in the business of investing and reinvesting  
the assets of the Fund in the manner and in accordance with the investment  
objective and restrictions specified in the currently effective Prospectus (the  
"Prospectus") relating to the Trust and the Fund included in the Trust's  
Registration Statement, as amended from time to time, filed by the Trust under  
the Investment Company Act of 1940 (the "1940 Act") and the Securities Act of  
1933;  
  
 NOW, THEREFORE, in consideration of the premises and mutual covenants  
herein contained, the parties agree as follows:  
  
 1. The Trust hereby appoints the Adviser to provide the  
investment advisory services specified in this Agreement with regard to the Fund  
and the Adviser hereby accepts such appointment.  
  
  
  
  
  
  
 2. (a) The Adviser shall, at its expense, (i) employ or  
associate with itself such persons as it believes appropriate to assist it in  
performing its obligations under this Agreement and (ii) provide all services,  
equipment and facilities necessary to perform its obligations under this  
Agreement.  
  
 (b) The Trust shall be responsible for all of its  
expenses and liabilities, including: (1) the fees and expenses of the Trust's  
Trustees who are not parties to this Agreement or "interested persons" (as  
defined in the 0000 Xxx) of any such party ("Independent Trustees"); (2) the  
salaries and expenses of any of the Trust's officers or employees who are not  
affiliated with the Manager or the Adviser; (3) interest expenses; (4) taxes and  
governmental fees, including any original issue taxes or transfer taxes  
applicable to the sale or delivery of shares or certificates therefor; (5)  
brokerage commissions and other expenses incurred in acquiring or disposing of  
portfolio securities; (6) the expenses of registering and qualifying shares for  
sale with the Securities and Exchange Commission and with various state  
securities commissions; (7) accounting and legal costs; (8) insurance premiums;  
(9) fees and expenses of the Trust's Custodian and Transfer Agent and any  
related services; (10) expenses of obtaining quotations of portfolio securities  
and of pricing shares; (11) expenses of maintaining the Trust's legal existence  
and of shareholders' meetings; (12) expenses of preparation and distribution to  
existing shareholders of periodic reports, proxy materials and prospectuses;  
(13) fees and expenses of membership in industry organizations; and (14)  
expenses of qualification of the Trust as a foreign entity authorized to do  
business in any jurisdiction in which the Manager determines that such  
qualification is necessary or desirable.  
  
 -2-  
  
  
  
  
  
 3. (a) As manager of the assets of the Fund, the Adviser  
shall make investments for the account of the Fund in accordance with the  
Adviser's best judgment and within the investment objective and restrictions set  
forth in the Prospectus applicable to the Fund, the 1940 Act and the provisions  
of the Internal Revenue Code relating to regulated investment companies, subject  
to policy decisions adopted by the Trust's Board of Trustees.  
  
 (b) The Adviser will determine the securities to be  
purchased or sold by the Fund and will place orders pursuant to its  
determinations with any broker or dealer who deals in such securities. The  
Adviser also shall (i) comply with all reasonable requests of the Trust for  
information, including information required in connection with the Trust's  
filings with the Securities and Exchange Commission and state securities  
commissions, and (ii) provide such other services as the Adviser shall from time  
to time determine, upon consultation with the Manager, to be necessary or useful  
to the administration of the Funds.  
  
 (c) The Adviser shall furnish to the Trust's Board of  
Trustees periodic reports on the investment performance of the Fund and on  
performance of its obligations under this Agreement and shall supply such  
additional reports and information as the Trust's officers or Board of Trustees  
shall reasonably request.  
  
 (d) On occasions when the Adviser deems the purchase or  
sale of a security to be in the best interest of the Fund as well as other  
customers, the Adviser, to the extent permitted by applicable law, may aggregate  
the securities to be so sold or purchased in order to obtain the best execution  
or lower brokerage commissions, if any. The Adviser also may purchase or sell a  
particular security for one or more customers in different amounts. On  
  
 -3-  
  
  
  
  
  
either occasion, and to the extent permitted by applicable law and regulations,  
allocation of the securities so purchased or sold, as well as the expenses  
incurred in the transaction, will be made by the Adviser in the manner it  
considers to be the most equitable and consistent with its fiduciary obligations  
to the Fund and to such other customers.  
  
 4. The Adviser shall give the Trust the benefit of the Adviser's  
best judgment and efforts in rendering services under this Agreement. The Trust  
agrees that the Adviser shall not be liable under this Agreement for any mistake  
in judgment or in any other event whatsoever, provided that nothing in this  
Agreement shall be deemed to protect or purport to protect the Adviser against  
any liability to the Trust or its shareholders to which the Adviser would  
otherwise be subject by reason of willful misfeasance, bad faith or gross  
negligence in the performance of the Adviser's duties under this Agreement or by  
reason of the Adviser's reckless disregard of its obligations and duties  
hereunder.  
  
 5. In consideration of the services to be rendered by the Adviser  
under this Agreement, the Trust shall pay the Adviser a monthly fee on the first  
business day of each month, at the annual rate of 0.50% of the average daily  
value (as determined on each business day at the time set forth in the  
Prospectus of the Fund for determining net asset value per share) of the net  
assets of the Fund during the preceding month. If the fees payable to the  
Adviser pursuant to this paragraph 5 begin to accrue before the end of any month  
or if this Agreement terminates before the end of any month, the fees for the  
period from that date to the end of that month or from the beginning of that  
month to the date of termination, as the case may be, shall be prorated  
according to the proportion which the period bears to the full month in which  
the  
  
 -4-  
  
  
  
  
  
effectiveness or termination occurs. For purposes of calculating the monthly  
fees, the value of the net assets of the Fund shall be computed in the manner  
specified in the Prospectus of the Fund for the computation of net asset value.  
For purposes of this Agreement, a "business day" is any day on which the New  
York Stock Exchange is open for trading.  
  
 6. (a) This Agreement shall become effective as of the date  
first written above or such later date as the shareholders may approve this  
Agreement, and shall continue in effect until September 30, 2001, provided, that  
the Agreement will continue in effect beyond September 30, 2001, only so long as  
the continuance is specifically approved at least annually (i) by the vote of a  
majority of the outstanding voting securities of the Fund (as defined in the  
0000 Xxx) or by the Trust's Board of Trustees and (ii) by the vote, case in  
person at a meeting called for that purpose, of a majority of the Trust's  
Independent Trustees.  
  
 (b) This Agreement may be terminated with respect to the  
Fund at any time, without the payment of any penalty, by a vote of a majority of  
the outstanding voting securities of the Fund (as defined in the 0000 Xxx) or by  
a vote of a majority of the Trust's entire Board of Trustees on 60 days' written  
notice to the Adviser or by the Adviser on 60 days' written notice to the Trust.  
This Agreement shall terminate automatically in the event of its assignment (as  
defined in the 1940 Act).  
  
 7. (a) This Agreement shall be construed in accordance with  
the laws of the State of Florida, provided that nothing herein shall be  
construed in a manner inconsistent with the 1940 Act.  
  
  
 -5-  
  
  
  
  
  
 (b) The Trust's Declaration of Trust has been filed with  
the Secretary of State of The Commonwealth of Massachusetts. The obligations of  
the Trust are not personally binding upon, nor shall resort be had to the  
private property of, any of the Trustees, shareholders, officers, employees or  
agents of the Trust, but only the Trust's property shall be bound. It is further  
understood and acknowledged that all persons dealing with any series of the  
Trust must look solely to the property of such series for the enforcement of any  
claims against that series as neither the Trustees, shareholders, officers,  
employees or agents assume any personal liability for obligations entered into  
on behalf of any series of the Trust. No series of the Trust shall be liable for  
the obligations or liabilities of any other series.  
  
  
 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be  
executed as of the date first above written.  
  
 IVY FUND, on behalf of Ivy Global Natural  
 Resources Fund  
  
  
 By: /s/ Xxxxx X. Xxxxxxxxx  
 ---------------------------------  
 TITLE: President  
  
  
  
 MACKENZIE FINANCIAL CORPORATION  
  
 By: /s/ Xxxxx X. Xxxxxx  
 ---------------------------------  
 TITLE: President  
  
  
 -6-