AMQUEST MATRIX FUNDS, INC.  
 INVESTMENT ADVISORY AGREEMENT  
  
  
 THIS AGREEMENT is entered into as of the 13th day  
of December, 1996, between AMquest Matrix Funds, Inc.,  
a Maryland corporation (the "Corporation") and AMquest  
Advisers, Inc., a Delaware corporation (the "Adviser").  
  
 W I T N E S S E T H  
  
 WHEREAS, the Corporation is an open-end investment  
company registered under the Investment Company Act of  
1940, as amended (the "1940 Act"). The Corporation is  
authorized to create separate series, each with its own  
separate investment portfolio (the "Funds"), and the  
beneficial interest in each such series will be  
represented by a separate series of shares (the  
"Shares").  
  
 WHEREAS, the Adviser is a registered investment  
adviser, engaged in the business of rendering  
investment advisory services.  
  
 WHEREAS, in managing the Corporation's assets, as  
well as in the conduct of certain of its affairs, the  
Corporation seeks the benefit of the Adviser's services  
and its assistance in performing certain managerial  
functions. The Adviser desires to furnish such  
services and to perform the functions assigned to it  
under this Agreement for the consideration provided for  
herein.  
  
 NOW THEREFORE, the parties mutually agree as  
follows:  
  
 1. Appointment of the Adviser. The Corporation  
hereby appoints the Adviser as investment adviser for  
each of the Funds of the Corporation on whose behalf  
the Corporation executes an Exhibit to this Agreement,  
and the Adviser, by execution of each such Exhibit,  
accepts the appointments. Subject to the direction of  
the Board of Directors (the "Directors") of the  
Corporation, the Adviser shall manage the investment  
and reinvestment of the assets of each Fund in  
accordance with the Fund's investment objective and  
policies and limitations, for the period and upon the  
terms herein set forth. The investment of funds shall  
also be subject to all applicable restrictions of the  
Articles of Incorporation and Bylaws of the Corporation  
as may from time to time be in force.  
  
 2. Delegation of Duties to a Subadviser. The  
Adviser is hereby authorized to (i) delegate its duties  
hereunder to a subadviser pursuant to a written  
agreement under which the subadviser shall furnish the  
services specified therein to the Adviser; provided,  
however, that the Adviser shall remain ultimately  
responsible for the provision of investment advisory  
services to the Funds, and (ii) appoint a subadviser to  
serve as the Corporation's and the Adviser's agent and  
attorney-in-fact for the limited purpose of executing  
account documentation and customary agreements,  
contract and other documents as may be requested by  
brokers, dealers, counterparties and other persons in  
connection with the management of the assets of the  
Funds; provided, however, that any such documentation  
that such subadviser shall execute shall comply with  
all laws, rules and regulations applicable to the  
business of the Corporation, including but not limited  
to the 1940 Act and the rules and regulations  
thereunder.  
  
 3. Expenses Paid by the Adviser. In addition to  
the expenses which the Adviser may incur in the  
performance of its responsibilities under this  
Agreement, and the expenses which it may expressly  
undertake to incur and pay, the Adviser shall incur and  
pay all reasonable compensation, fees and related  
expenses of the Corporation's officers and its  
Directors, except for such Directors who are not  
interested persons (as that term is defined in Section  
2(a)(19) of the 0000 Xxx) of the Adviser, and all  
expenses related to the rental and maintenance of the  
principal offices of the Corporation.  
  
 4. Investment Advisory Functions. In its  
capacity as investment adviser, the Adviser shall have  
the following responsibilities:  
  
 (a) To furnish continuous advice and  
recommendations to the Funds, as to the acquisition,  
holding or disposition of any or all of the securities  
or other assets which the Funds may own or contemplate  
acquiring from time to time;  
  
 (b) To cause its officers to attend meetings  
and furnish oral or written reports, as the Corporation  
may reasonably require, in order to keep the Directors  
and appropriate officers of the Corporation fully  
informed as to the condition of the investments of the  
Funds, the investment recommendations of the Adviser,  
and the investment considerations which have given rise  
to those recommendations; and  
  
 (c) To supervise the purchase and sale of  
securities or other assets as directed by the  
appropriate officers of the Corporation.  
  
The services of the Adviser are not to be deemed  
exclusive and the Adviser shall be free to render  
similar services to others as long as its services for  
others does not in any way hinder, preclude or prevent  
the Adviser from performing its duties and obligations  
under this Agreement. In the absence of willful  
misfeasance, bad faith, gross negligence or reckless  
disregard of obligations or duties hereunder on the  
part of the Adviser, the Adviser shall not be subject  
to liability to the Corporation, the Funds, or to any  
shareholder for any act or omission in the course of,  
or in connection with, rendering services hereunder or  
for any losses that may be sustained in the purchase,  
holding or sale of any security.  
  
 5. Obligations of the Corporation. The  
Corporation shall have the following obligations under  
this Agreement:  
  
 (a) To keep the Adviser continuously and  
fully informed as to the composition of the Funds'  
investments and the nature of all of their respective  
assets and liabilities;  
  
 (b) To furnish the Adviser with a copy of  
any financial statement or report prepared for it by  
certified or independent public accountants, and with  
copies of any financial statements or reports made to  
the Funds' shareholders or to any governmental body or  
securities exchange;  
  
 (c) To furnish the Adviser with any further  
materials or information which the Adviser may  
reasonably request to enable it to perform its  
functions under this Agreement; and  
  
 (d) To compensate the Adviser for its  
services in accordance with the provisions of paragraph  
6 hereof.  
  
 6. Compensation. The Corporation will pay the  
Adviser a fee for its services with respect to each  
Fund (the "Advisory Fee") at the annual rate set forth  
on the Exhibits hereto. The Advisory Fee shall be  
accrued each calendar day during the term of this  
Agreement and the sum of the daily fee accruals shall  
be paid monthly as soon as practicable following the  
last day of each month. The daily fee accruals will be  
computed by multiplying 1/365 by the annual rate and  
multiplying the product by the net asset value of the  
Fund as determined in accordance with the Corporation's  
registration statement as of the close of business on  
the previous day on which the Fund was open for  
business, or in such other manner as the parties agree.  
The Adviser may from time to time and for such periods  
as it deems appropriate voluntarily reduce its  
compensation hereunder (and/or voluntarily assume  
expenses) for one or more of the Funds.  
  
 7. Expenses Paid by Corporation.  
  
 (a) Except as provided in this paragraph,  
nothing in this Agreement shall be construed to impose  
upon the Adviser the obligation to incur, pay, or  
reimburse the Corporation for any expenses not  
specifically assumed by the Adviser under paragraph 3  
above. Each Fund shall pay or cause to be paid all of  
its expenses and the Fund's allocable share of the  
Corporation's expenses, including, but not limited to,  
investment adviser fees; any compensation, fees, or  
reimbursements which the Corporation pays to its  
Directors who are not interested persons (as that  
phrase is defined in Section 2(a)(19) of the 0000 Xxx)  
of the Adviser; fees and expenses of the custodian,  
transfer agent, registrar or dividend disbursing agent;  
current legal, accounting and printing expenses;  
administrative, clerical, recordkeeping and bookkeeping  
expenses; brokerage commissions and all other expenses  
in connection with the execution of Fund transactions;  
interest; all federal, state and local taxes (including  
stamp, excise, income and franchise taxes); expenses of  
shareholders' meetings and of preparing, printing and  
distributing proxy statements, notices and reports to  
shareholders; expenses of preparing and filing reports  
and tax returns with federal and state regulatory  
authorities; and all expenses incurred in complying  
with all federal and state laws and the laws of any  
foreign country applicable to the issue, offer, or sale  
of Shares of the Funds, including but not limited to,  
all costs involved in the registration or qualification  
of Shares of the Funds for sale in any jurisdiction and  
all costs involved in preparing, printing and  
distributing prospectuses and statements of additional  
information to existing shareholders of the Funds.  
  
 (b) If expenses borne by a Fund in any  
fiscal year exceed those set forth in any statutory or  
regulatory formula applicable to the Fund, the Adviser  
will reimburse the Fund for any excess in accordance  
with the applicable statutory or regulatory formula.  
In addition, the Adviser hereby agrees that until the  
earlier of the end of the first 12 months of operations  
of the Funds or the date upon which the Funds'  
aggregate average net assets exceed $30 million, the  
Adviser will waive its fees and/or reimburse each  
Fund's respective operating expenses to the extent  
necessary to ensure that no Fund's total operating  
expenses (as defined in the Funds' Prospectus) exceed  
2.75% of its average daily net assets, and any  
reimbursement of expenses will be made on a monthly  
basis and will be paid to the Funds by reduction of the  
Adviser's fee, subject to later adjustment, month by  
month, for the remainder of the Funds' fiscal year.  
  
 8. Brokerage Commissions. For purposes of this  
Agreement, brokerage commissions paid by a Fund upon  
the purchase or sale of securities shall be considered  
a cost of the securities of the Fund and shall be paid  
by the respective Fund. The Adviser is authorized and  
directed to place Fund transactions only with brokers  
and dealers who render satisfactory service in the  
execution of orders at the most favorable prices and at  
reasonable commission rates; provided, however, that  
the Adviser may pay a broker or dealer an amount of  
commission for effecting a securities transaction in  
excess of the amount of commission another broker or  
dealer would have charged for effecting that  
transaction, if the Adviser determines in good faith  
that such amount of commission was reasonable in  
relation to the value of the brokerage and research  
services provided by such broker or dealer viewed in  
terms of either that particular transaction or the  
overall responsibilities of the Adviser. In placing  
Fund business with such broker or dealers, the Adviser  
shall seek the best execution of each transaction, and  
all such brokerage placement shall be made in  
compliance with Section 28(e) of the Securities  
Exchange Act of 1934, as amended, and other applicable  
state and federal laws. Notwithstanding the foregoing,  
the Corporation shall retain the right to direct the  
placement of all Fund transactions, and the Directors  
may establish policies or guidelines to be followed by  
the Adviser in placing Fund transactions for the Funds  
pursuant to the foregoing provisions.  
  
 9. Proprietary Rights. The Adviser has  
proprietary rights in each Fund's name and the  
Corporation's name. The Adviser may withdraw the use  
of such names from the Funds or the Corporation.  
  
 10. Termination. This Agreement may be  
terminated at any time, without penalty, by the  
Directors of the Corporation or by the shareholders of  
a Fund acting by the vote of at least a majority of its  
outstanding voting securities (as that phrase is  
defined in Section 2(a)(42) of the 1940 Act), provided  
in either case that 60 days' written notice of  
termination be given to the Adviser at its principal  
place of business. This Agreement may also be  
terminated by the Adviser at any time by giving 60  
days' written notice of termination to the Corporation,  
addressed to its principal place of business.  
  
 11. Assignment. This Agreement shall terminate  
automatically in the event of any assignment (as the  
term is defined in Section 2(a)(4) of the 0000 Xxx) of  
this Agreement.  
  
 12. Term. This Agreement shall begin for each  
Fund as of the date of execution of the applicable  
Exhibit and shall continue in effect with respect to  
each Fund (and any subsequent Funds added pursuant to  
an Exhibit during the initial term of this Agreement)  
for two years from the date of this Agreement and  
thereafter for successive periods of one year, subject  
to the provisions for termination and all of the other  
terms and conditions hereof if such continuation shall  
be specifically approved at least annually (i) by the  
vote of a majority of the Directors of the Corporation,  
including a majority of the Directors who are not  
parties to this Agreement or "interested persons" of  
any such party (as defined in the 1940 Act), cast in  
person at a meeting called for that purpose or (ii) by  
the vote of a majority of the outstanding voting  
securities (as that phrase is defined in Section  
2(a)(42) of the 0000 Xxx) of each Fund. If a Fund is  
added after the first approval as described above, this  
Agreement will be effective as to that Fund upon  
execution of the applicable Exhibit and will continue  
in effect until the next annual approval of this  
Agreement by the Directors or Fund shareholders and  
thereafter for successive periods of one year, subject  
to approval as described above.  
  
 13. Amendments. This Agreement may be amended by  
the mutual consent of the parties, provided that the  
terms of each such amendment shall be approved by the  
Directors or by of the affirmative vote of a majority  
of the outstanding voting securities (as that phrase is  
defined in Section 2(a)(42) of the 0000 Xxx) of each  
Fund.  
  
 14. Governing Law. This Agreement shall be  
governed by and construed in accordance with the  
internal laws of the State of Florida; provided,  
however that nothing herein shall be construed in a  
manner that is inconsistent with the 1940 Act, the  
Investment Advisers Act of 1940, as amended, or the  
rules and regulations promulgated with respect to such  
respective Acts.  
  
 This Agreement will become binding on the parties  
hereto upon their execution of the Exhibit(s) to this  
Agreement.  
  
 EXHIBIT A  
 to the  
 Investment Advisory Agreement  
  
 AMQUEST MATRIX INCOME FUND  
  
 For all services rendered by the Adviser  
hereunder, the Corporation shall pay the Adviser, on  
behalf of the above-named Fund, and the Adviser agrees  
to accept as full compensation for all services  
rendered hereunder, an annual investment advisory fee  
equal to 0.75% of the average daily net assets of the  
Fund.  
  
 The annual investment advisory fee shall be  
accrued daily at the rate of 1/365th of 0.75% applied  
to the daily net assets of the Fund. The advisory fee  
so accrued shall be paid by the Corporation to the  
Adviser monthly.  
  
 Executed this 13th day of December, 1996.  
  
 The Adviser:  
  
 AMQUEST ADVISERS, INC.  
  
  
 By: /s/ Xxxxxx X. Xxxxxx, Xx.  
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 Xxxxxx X. Xxxxxx, Xx., Secretary  
  
  
  
 The Corporation:  
  
 AMQUEST MATRIX FUNDS, INC.  
  
  
 By: /s/ Xxxxxxx X. Xxxxx  
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 Xxxxxxx X. Xxxxx, President  
  
  
  
  
 EXHIBIT B  
 to the  
 Investment Advisory Agreement  
  
 AMQUEST MATRIX TOTAL RETURN FUND  
  
 For all services rendered by the Adviser  
hereunder, the Corporation shall pay the Adviser, on  
behalf of the above-named Fund, and the Adviser agrees  
to accept as full compensation for all services  
rendered hereunder, an annual investment advisory fee  
equal to 1.00% of the average daily net assets of the  
Fund.  
  
 The annual investment advisory fee shall be  
accrued daily at the rate of 1/365th of 1.00% applied  
to the daily net assets of the Fund. The advisory fee  
so accrued shall be paid by the Corporation to the  
Adviser monthly.  
  
 Executed this 13th day of December, 1996.  
  
  
 The Adviser:  
  
 AMQUEST ADVISERS, INC.  
  
  
 By: /s/ Xxxxxx X. Xxxxxx, Xx.  
 --------------------------  
 Xxxxxx X. Xxxxxx, Xx., Secretary  
  
  
  
 The Corporation:  
  
 AMQUEST MATRIX FUNDS, INC.  
  
  
 By: /s/ Xxxxxxx X. Xxxxx  
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 Xxxxxxx X. Xxxxx, President  
  
  
  
  
 EXHIBIT C  
 to the  
 Investment Advisory Agreement  
  
 AMQUEST MATRIX GROWTH FUND  
  
 For all services rendered by the Adviser  
hereunder, the Corporation shall pay the Adviser, on  
behalf of the above-named Fund, and the Adviser agrees  
to accept as full compensation for all services  
rendered hereunder, an annual investment advisory fee  
equal to 1.00% of the average daily net assets of the  
Fund.  
  
 The annual investment advisory fee shall be  
accrued daily at the rate of 1/365th of 1.00% applied  
to the daily net assets of the Fund. The advisory fee  
so accrued shall be paid by the Corporation to the  
Adviser monthly.  
  
 Executed this 13th day of December, 1996.  
  
  
 The Adviser:  
  
 AMQUEST ADVISERS, INC.  
  
  
 By: /s/ Xxxxxx X. Xxxxxx, Xx.  
 --------------------------  
 Xxxxxx X. Xxxxxx, Xx., Secretary  
  
  
  
 The Corporation:  
  
 AMQUEST MATRIX FUNDS, INC.  
  
  
 By: /s/ Xxxxxxx X. Xxxxx  
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 Xxxxxxx X. Xxxxx, President