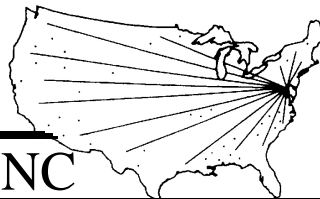


WALL STREET



MONEY MANAGEMENT GROUP, INC

Mailing Address: 2385 Executive Center Dr. ■ Suite 100 ■ Lobby Floor ■ Boca Raton, FL 33431

Investment Advisory Agreement

This agreement is made between the undersigned (Client) and the Wall Street Money Management Group, Inc. (Advisor).

Whereas, the Wall Street Money Management Group, Inc. (Advisor) is registered pursuant to the Investment Advisors Act of 1940, as amended, and Client wishes to retain Advisor with respect to the recommendation and management of investments, as agent and attorney in fact. The undersigned hereby authorizes the WALL STREET MONEY MANAGEMENT GROUP, or its appointed designee, as agent and attorney in fact to buy, sell and trade in stocks, bonds and any other securities relating to the same or otherwise in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold the Wall Street Money Management Group "WSMMG" harmless from and to pay "WSMMG", its trade clearing firm, or its broker-dealer agency, promptly on demand any and all losses arising therefrom or debit balance due thereon.

In all such purchases, sales or trades you are authorized to follow the instructions of its appointed designee, in every respect concerning the undersigned's account with you; and they are authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

Client shall promptly notify Advisor, in writing, if client considers any investments recommended or made for the account to violate their own objectives or restrictions. Client, at any time, may direct Advisor to sell such securities to effect compliance of the amount with Client's investment objectives. In addition, Client may notify Advisor at any time not to invest any funds in specific Securities and Advisor shall promptly follow these instructions.

Client is experienced in engaging investment advisers and is aware of the risks associated with such engagements including the risk that the amount could suffer substantial declines in value.

Advisor makes no promises, representations, warranties or guarantees that any of the services to be rendered hereunder will result in a profit to the Client. Investment and trading decisions are based upon our investment timing model and are techniques that have been researched and are deemed to be viable. However, there can be no guarantee that they will produce profitable results in the future. Client agrees to hold Advisor harmless for any losses in Client accounts due to any decrease in net asset or portfolio value due to, but limited to, decisions made by Advisor's investment model which prove to be unprofitable, unless attributable to fraud, bad faith, gross negligence, or willful misconduct.

Further, Advisor will not be held liable for communications or computer problems which prevent or limit the ability to effect purchases, sales or exchanges or trading restrictions imposed or governmental authorities which would prevent the timely execution of a purchase, sale or exchange.

In the event that the Client shall die or be declared incompetent, the Advisor, shall continue to act under the terms of this Agreement until such time the Advisor is notified in writing of the death or incompetency of the Client.

This Agreement may be terminated at any time, for any reason, by either party giving written notice by certified mail. Should it become necessary to terminate this agreement, it will be the clients responsibility to determine their investment position. The Advisor will not make any investment decisions once the notification of termination is received.

Client acknowledges that Advisor will not be held responsible or liable for the acts, conduct or omissions of Mutual Fund companies or any Brokerage Firm.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

My signature(s) further acknowledges past performance data provided to me by the Wall Street Money Management Group, whether actual or hypothetical, is intended only to demonstrate the past performance characteristics of an investment timing model system and is not intended to imply future profitability of that system.

Client hereby acknowledges receipt of Advisor's Disclosure Statement, as required pursuant to Rule 204-3 under the Investment Advisors Act of 1940 to or on the date of signing this Agreement.

This Agreement represents the entire agreement between the Client and the Advisor and can only be amended in writing.

This Agreement shall be governed by the laws of the State of Florida.

The parties hereto agree that any controversy arising out of this agreement shall be submitted to arbitration conducted under the provisions of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration shall be held in the County of Palm Beach. However, this paragraph does not constitute a waiver of any right provided by the Investment Advisors Act of 1940, including the right to choose the forum, whether arbitration or adjudication in which to seek dispute resolution.

No assignment of this Agreement shall be made by the Advisor unless consented to in writing by the Client.

Client hereby authorizes Advisor to deduct fees from the Client's account in accordance with the fee schedule.

Client understands that the Advisor renders investment advisory services for other clients. Nothing in this agreement shall be deemed to impose upon the Advisor any obligation to recommend for purchase or sale by or for Client any security or property which the officers or employees of the Advisor may recommend for any other client. Client recognizes that transactions in a specific Fund may not be accomplished for all Clients' accounts at the same time or at the same price.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 2385 Executive Center Drive Suite 100, Boca Raton, FL 33431 but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall ensure to the benefit of your present firm and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

COMPLETE THIS SECTION ONLY

Account Holder (Print Name): _____ Date: _____

Account Holder (Signature): _____ City, State: _____

[IF APPLICABLE]

Joint Tenant(s) (Print

Name): _____

Joint Tenant(s) (Signature): _____

Signature of

Wall Street Money Management Group Authorized Agent(s):

WSMC Account # 4QN - _____ - _____

WSMC Account # 3CP - _____ - _____

THIS IS AN ORIGINAL DOCUMENT THAT MUST BE RETURNED. *Should you desire a copy, please make one for your records*
11/08/01