



**LOGAN CAPITAL
MANAGEMENT, INC.**

INVESTMENT ADVISORY AGREEMENT

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This Agreement made this ____ day of _____ in the year 200__, by and between Logan Capital Management, Inc. ("Logan Capital") and _____ ("Client").

WITNESSETH:

WHEREAS, Client has funds available for investment, and desires to appoint and retain Logan Capital as investment adviser of such funds;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, it is agreed between the parties hereto as follows:

1. Appointment and Acceptance as Investment Adviser. Client hereby appoints Logan Capital as investment adviser to supervise and manage the investment and reinvestment of such assets as are held by the custodian(s) ("Custodian") and in the account(s) ("Account"), as designated in Exhibit B. Logan Capital hereby accepts its appointment as investment adviser pursuant to the terms and conditions set forth in this Agreement. If the Account is subject to ERISA, Logan Capital accepts its appointment as an Investment Manager (as that term is defined by ERISA) with respect to the Account.

2. Representations and Warranties. Logan Capital hereby represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms; and (ii) it is registered as an investment adviser under the Investment Advisers Act of 1940. If the Account is subject to ERISA, Logan Capital acknowledges that it is a "fiduciary" (as that term is defined by ERISA) with respect to the Account.

Client represents and warrants that it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms. Client further represents and warrants that there are no restrictions or limitations on the investment of the Client's assets, their management or any other activity contemplated by this Agreement other than as may be set forth in the Client Profile and Investment Goals. If the Account is subject to ERISA, Client: (i) acknowledges that it is a "named fiduciary" with respect to control or management of the assets of the Account; (ii) agrees to obtain and maintain a bond, satisfying the requirements of Section 412 of ERISA, and to include Adviser and its agents among those insured under that bond; and (iii) represents that Adviser's investment strategy is appropriate for the Account's assets. Client shall defend and indemnify Logan Capital and hold it harmless against any and all losses, costs, claims and liabilities which it may suffer or incur arising out of a breach of such representations and warranties.

3. Powers, Rights and Duties of Logan Capital. From time to time, Logan Capital and Client shall establish investment objectives and guidelines for the Account which shall be agreed to in writing by both parties and attached hereto as Exhibit A and made part hereof and such Client Profile or Investment Policies and Guidelines shall be used by Logan Capital in managing the Account.

Subject to the terms of the Client Profile or Investment Policies and Guidelines agreed to by

the parties, Logan Capital shall have full power and authority in its sole discretion (i) to direct the Custodian to invest and reinvest the Account assets in common and preferred stocks, bonds, debentures, mortgages, notes, mutual fund shares, options, financial futures contracts, or other property of any kind, real or personal; (ii) to direct the Custodian to sell or otherwise dispose of investments that the Custodian has previously made and reinvest the proceeds thereof; (iii) to direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the Account; (iv) to make such purchases and sales, or to issue directly to a broker or dealer orders for such purchases or sales of such securities or other property or part interest therein as it may deem appropriate; and (v) to hire such sub-managers, sub-advisers and consultants as are necessary to assist with the management of accounts including the Account.

All transactions authorized by this Agreement with respect to the Account shall be carried out through the Custodian, but Logan Capital may place orders directly with brokers for execution of said transactions. All instructions or directions of Logan Capital to the Custodian shall, unless otherwise agreed to by Logan Capital and the Custodian, be in writing or if given orally, confirmed in writing as soon as practicable thereafter, and Logan Capital shall instruct all brokers, dealers or other persons executing orders on behalf of the Account to forward to the Custodian copies of all brokerage or dealer confirmations promptly after execution of all transactions.

Under no circumstances shall Logan Capital act as Custodian for the Account or have possession of any portion of the cash or investments of the Account.

4. Brokerage. Logan Capital shall have full power and authority in its sole discretion to select brokers or dealers to execute purchases and sales of securities for the Account subject to the brokerage policies set forth in Part II of its Form ADV, unless Client has directed that trades be brokered through a particular firm by completing Exhibit B hereto, in which case Client acknowledges that Logan Capital may not be able to obtain best execution on Client's securities transactions and Client may pay a higher price for brokerage services than Client would otherwise pay if Logan Capital directed brokerage. Except in those situations in which Client has directed brokerage, Client agrees that Logan Capital may, in compliance with applicable law, aggregate, within omnibus accounts established with brokers, purchase or sale orders of a given security for clients, including Client, who may be buying or selling that security at approximately the same time.

5. Powers, Rights and Duties of Client. Client agrees that it shall: (i) notify the Custodian of the appointment of Logan Capital as investment adviser by delivering a copy of this agreement to the Custodian; (ii) execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable Logan Capital to perform its investment advisory services hereunder; and (iii) cause the Custodian to pay all Account charges, including but not limited to brokerage commissions and taxes, and investment advisory fees payable pursuant to Section 6 hereof.

6. Compensation. As compensation for the investment advisory services provided by Logan Capital hereunder, Client agrees to pay Logan Capital an annual investment advisory fee, payable quarterly in advance, based on the total market value of the Account on the last business day of the preceding quarter as set forth in Exhibit C. Billing shall commence on day

that first transaction is made. Client shall pay the investment advisory fee within 10 days following the commencement of the calendar quarter being billed. Client shall be charged a minimum annual fee as set forth in Exhibit C. The investment advisory fee shall be billed directly to the Custodian (simultaneously with an informational copy of the invoice to Client) and deducted by the Custodian from the Account. Logan Capital shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

7. Reporting. Logan Capital shall render, at least quarterly, an itemized statement of the Account, including portfolio holdings, transaction activity and investment performance. Logan Capital shall also prepare and deliver to Client an annual report which shall include schedules of realized gains and losses and related tax information, in addition to the routine quarterly information. Unless otherwise agreed to in writing, all gains and losses will be calculated on a first-in, first-out basis.

8. Services to Other Clients. Client acknowledges that Logan Capital performs investment advisory services for other clients. Client agrees that Logan Capital may give advice and take action with respect to any of its clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Account, and the performance of other advisory services shall not be in any manner restricted or otherwise affected in any respect by this Agreement; provided, however, that in the event investment in a security is suitable to Investment Policies of the Account and one or more other accounts managed by Logan Capital, Logan Capital shall treat the Account on an equitable basis in accordance with Logan Capital's usual policies and practices, which shall not unfairly discriminate against the Account. Nothing herein contained shall in any way limit or restrict Logan Capital or any of its officers, directors, affiliates or employees from purchasing, redeeming, or otherwise trading in any securities for its or their own account or accounts, subject to policies established by Logan Capital and disclosed in Part II of its Form ADV respecting confidential information and conflicts of interest.

9. Limitation of Liability. Logan Capital shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Account in connection with the performance of this Agreement, except a loss resulting from misfeasance, bad faith or negligence on the part of Logan Capital in the performance of its duties or from reckless disregard by it of its obligations and duties under this Agreement. Logan Capital shall not be responsible for the acts, omissions or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. Notwithstanding anything herein to the contrary, Logan Capital shall not be relieved of any liability imposed by the Investment Advisers Act of 1940 or any applicable laws which cannot be waived. In addition, federal and state securities laws impose liabilities under certain circumstances on persons or firms who act in good faith and that nothing contained in this agreement shall constitute a waiver or limitation of rights that a client may have under federal and state securities laws.

10. Brochure. Client hereby acknowledges receipt of Part II of Logan Capital's Form ADV, at least 48 hours prior to execution of this Agreement.

11. Duration and Termination. This Agreement shall become effective on the date first above written and shall continue in effect until terminated by either party. Either party may

terminate this Agreement at any time for any reason upon 30 days prior written notice to the other party. Fees paid pursuant to Section 6 of this Agreement for the quarter in which termination occurs shall be refunded on a pro rata basis from the effective date of termination. Sections 6, 9, 12, 15, 16, 17, 18, 19 and 20 of this Agreement shall survive any termination hereof.

12. Confidentiality. Logan Capital agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization by Client, unless otherwise required by law. Client agrees that all information and recommendations furnished by Logan Capital to Client shall be regarded as confidential and for use only by Client. Client gives Logan Capital authorization to include their name on representative client lists and to make reference to Client in sales-related presentations.

13. Voting of Proxies. Except as otherwise instructed in writing by Client and accepted by Logan Capital, Logan Capital shall not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which Client's assets may be invested from time to time. Logan Capital will, however, be responsible for taking action and/or rendering advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which Client's assets may be invested from time to time if the Account is subject to ERISA.

14. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

15. Notices. Any notices and other communications required or permitted hereunder shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by certified or registered mail (postage prepaid and return receipt requested) or by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by facsimile (with request for immediate confirmation of receipt in a manner customary for communications of such type with physical delivery of the communication made by one or the other means specified in this section as promptly as practicable thereafter). Notice, if to Logan Capital, shall be directed to:

Logan Capital Management, Inc.
Six Coulter Avenue
Suite 2000
Ardmore, PA 19003-2308

Notice, if to Client, shall be directed to the address of Client appearing in Exhibit A, or to such other respective address as any party shall designate to the other party hereto by like notice.

16. Entire Agreement and Amendment. This Agreement (including the Exhibits referred to herein) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements and understandings with respect thereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

17. Governing Law. Except to the extent that federal law preempts state law, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

18. Arbitration. Any dispute, controversy or claim arising out of, or relating to this Agreement or its breach, or arising out of, or relating to any services provided by or requested of Logan Capital, shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the then governing Commercial Arbitration Rules of the American Arbitration Association, together with the AAA's Supplemental Procedures for Securities Arbitration. The parties agree that any such arbitration proceeding will be heard by a panel of three arbitrators without regard to the threshold value of the claim, unless Logan Capital elects, in its sole discretion, to use a single arbitrator. Nothing in this Agreement is intended to waive or limit any rights provided by the Investment Advisers Act of 1940, as amended. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. The parties agree that the United States District Court for the Eastern District of Pennsylvania shall have the sole and exclusive jurisdiction over any dispute arising out of or related to the arbitration proceeding including, but not limited to, any award therein.

19. Severability. If any provision in this Agreement is invalid or unenforceable, the remainder of the agreement will continue in full force and effect, unless such enforcement would materially change the remainder of the Agreement, in which case the parties will confer and negotiate in good faith a new provision.

20. Captions. The section headings in this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

LOGAN CAPITAL MANAGEMENT, INC.

Accepted by: _____

Print Name: _____

Title: _____

CLIENT PROFILE & INVESTMENT GOALS
(for use by individuals)

The information in this profile will provide Logan Capital with valuable guidelines for the management of your assets. It is important that you complete all sections of the questionnaire. You should review this information occasionally and inform us, in writing, of any changes. Please note that restrictive guidelines and/or exclusions of specific companies and/or industries may affect your portfolio's performance as compared to similar accounts that have no restrictions.

CLIENT DATA

Name: _____

Address: _____

Date of Birth: _____ **Social Security/Tax ID #** _____

Occupation: _____ **Net Worth: \$** _____

Current Income: \$ _____ **Income required from this account: \$** _____

Home Phone: _____ **Office Phone:** _____

Fax Number: _____

E-mail Address: _____

To a large extent, your investment time horizon will influence your tolerance for portfolio fluctuations. The longer your time horizon, the less impact volatility will have on your investment success. What is your time horizon?

- 1-3 years
- 3-5 years
- 5-10 years
- 10 years or more

What return do you expect to earn on your overall investment portfolio during this time horizon?

- 0% to 5%
- 5% to 10%
- 10% to 15%
- 15% +

What level of pretax income (dividends and interest) do you expect to earn from these investments?

- 0% to 2%
- 2% to 3%
- 3% to 4%
- 4% to 5%
- over 5%

During the short term, markets can be very volatile. How would you express your willingness to accept significant fluctuation in the value of these investments in time periods of 1 year or less?

- Aggressive: Willing to accept declines of 20% or more in your portfolio
- Moderate: Willing to accept declines in your portfolio, but less than the broad equity market
- Conservative: Unable to accept temporary minor declines in your overall portfolio

What do you consider the most important type of investment performance measurement when selecting/evaluating an investment manager?

- Absolute: Compare your returns solely against your targeted rate of return
- Relative: Compare your returns against an appropriate benchmark index or managers with similar investment styles/objectives

How would you generally categorize your primary investment objective for these assets?

- Maximum Growth: Emphasis on greater capital appreciation, with little need for income
- Growth with Income: Equal emphasis on capital appreciation and income
- Income: Emphasis on dividend and interest-bearing securities with the possibility of some capital appreciation

Please list each of your accounts by title, current custodian and approximate market value:
(Attach statements if that is convenient for you. This information will provide Logan Capital with the tools to generate the asset allocation which is best suited for your personal situation.)

1. _____
2. _____
3. _____
4. _____
5. _____

List any companies or industries which should not be bought in your portfolio(s):

List any stocks that are already owned that should not be sold:

Provide cash for periodic withdrawals in the amount of \$ _____

- Monthly
- Quarterly
- Annually
- No planned withdrawals

DESIGNATION OF CERTAIN MATTERS

ERISA

Designation of Account as Governed by ERISA: _____ (initial here)

BROKER AND CUSTODIAN

Designation of Brokerage Firm: _____

Designation of Broker: _____

Designation of Custodian: _____

ACCOUNT TITLE(S)

Exhibit C

FEES FOR INVESTMENT ADVISORY SERVICES

Asset Value of account*:	Annual Fee:
On the first \$25,000,000	0.80%
On the next \$25,000,000	0.70%
On the next \$25,000,000	0.50%
On the next \$25,000,000	0.45%
Over \$100,000,000	Negotiable
* Accounts under \$10,000,000	Flat 1.00%

Custody fees, if any, are charged separately by the custodian.

INVESTMENT DEFINITIONS AND ALLOCATIONS FOR THIS ACCOUNT:

<i>Account Title:</i>	
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Please fill in percent allocations in increments of 5% (5%, 10%, 15%.....) for all products that apply, otherwise the allocation is assumed to be 0%. For **BALANCED** portfolios choose the percent allocations for stocks and bonds, and for **CUSTOM ALLOCATIONS** choose the blend between Growth and Value styles in the account (the percentage of style concentration is dependent on the financial goals of the client, as well as his or her risk tolerance).

Please indicate asset allocation.

%

EQUITY ALLOCATION

_____ Custom Allocation (*please check desired allocation*)

_____ 70% Growth / 30% Value

_____ 60% Growth / 40% Value

_____ 50% Growth / 50% Value

_____ 40% Growth / 60% Value

_____ 30% Growth / 70% Value

_____ GROWTH

_____ LARGE CAP GROWTH

_____ CONCENTRATED VALUE

_____ INTERNATIONAL ADR

%

FIXED INCOME ALLOCATION

_____ TAXABLE

_____ TAX-FREE Indicate State: _____

%

CASH AND EQUIVALENTS

100 %

TOTAL (Client's direction must equal 100%)

Client initial here to verify allocation: _____
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Glossary

GROWTH: Emphasis on growth equities. Account will be invested in a diversified list of primarily growth-oriented equities. Strategic reserves of cash equivalents will be held occasionally. Long-term goal is appreciation. Dividend income is not a consideration.

LARGE CAP GROWTH: Emphasis on long-term growth of capital by investing in common stocks of large established corporations which appear to offer attractive prospects of high total return. A focus is placed on high-quality stocks with a proven track record of consistent above-average revenue and earnings growth.

CONCENTRATED VALUE: Emphasis on value equities. Account will be concentrated in a limited number of very large-capitalization, out of favor equities. There will be only minor cash balances. Long-term goal is appreciation, but dividend income is a consideration.

DIVERSIFIED VALUE: Focuses on large cap stocks (a universe of approximately 200 value stocks) that are undervalued relative to their peers and trade at a discount to their intrinsic value. The portfolio has an above-average dividend yield which provides current income and downside protection.

FIXED INCOME: Emphasis on income and stability. Growth is not important. Account will be invested primarily in bonds with some cash equivalents.

BALANCED: Some stocks and some bonds. Client's direction must equal 100%.

CUSTOM ALLOCATION: Offers the ability to blend Growth and Value styles in a single account. The percentage of style concentration is dependent on the financial goals of the client, as well as his or her risk tolerance.