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INFORMATION AGE PORTFOLIO

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As filed with the Securities and Exchange Commission on December __, 1996

File No. 811-7303

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM N-1A

REGISTRATION STATEMENT
UNDER
THE INVESTMENT COMPANY ACT OF 1940 [X]

AMENDMENT NO. 1 [X]

INFORMATION AGE PORTFOLIO
(Exact Name of Registrant as Specified in Charter)

The Bank of Nova Scotia Building
P.O. Box 501, George Town, Grand Cayman
Cayman Islands, British West Indies
(Address of Principal Executive Offices)

Registrant's Telephone Number, Including Area Code: (809) 949-2001

Thomas Otis
24 FEDERAL STREET, BOSTON, MASSACHUSETTS 02110
(Name and Address of Agent for Service)

EXPLANATORY NOTE

This Registration Statement has been filed by the Registrant pursuant to Section 8(b) of the Investment Company Act of 1940, as amended. However, interests in the Registrant are not being registered under the Securities Act of 1933, as amended (the "1933 Act"), because such interests will be issued solely in private placement transactions that do not involve any "public offering" within the meaning of Section 4(2) of the 1933 Act. Investments in the Registrant may be made only by U.S. and foreign investment companies, common or commingled trust funds, organizations or trusts described in Sections 401(a) or 501(a) of the Internal Revenue Code of 1986, as amended, or similar organizations or entities that are "accredited investors" within the meaning of Regulation D under the 1933 Act. This Registration Statement does not constitute an offer to sell, or the solicitation of an offer to buy, any interests in the Registrant.

Throughout this Registration Statement, information concerning Information Age Portfolio (the "Portfolio") is incorporated herein by reference from Amendment No. 65 to the Registration Statement of Eaton Vance Growth Trust (File No. 2-22019 under the Securities Act of 1933, as amended (the "1933 Act")) (the "Feeder Funds Registration Statement"), which was filed electronically with the Securities and Exchange Commission (the "Commission") on December 20, 1996 (Accession No.0000950156-96-000967). The Feeder Funds Registration Statement contains the prospectus and statement of additional information ("SAI") of EV Classic Information Age Fund (the "Feeder Fund"), which invests substantially all of its assets in the Portfolio.

PART A

Responses to Items 1 through 3 and 5A have been omitted pursuant to Paragraph 4 of Instruction F of the General Instructions to Form N-1A.

ITEM 4. GENERAL DESCRIPTION OF REGISTRANT

Information Age Portfolio (the "Portfolio") is a diversified, open-end management investment company which was organized as a trust under the laws of the State of New York on June 1, 1995. Interests in the Portfolio are issued solely in private placement transactions that do not involve any "public

offering" within the meaning of Section 4(2) of the 1933 Act. Investments in the Portfolio may be made only by U.S. and foreign investment companies, common or commingled trust funds, organizations or trusts described in Section 401(a) or 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or similar organizations or entities that are "accredited investors" within the meaning of Regulation D under the 1933 Act. This Registration Statement does not constitute an offer to sell, or the solicitation of an offer to buy, any "security" within the meaning of the 1933 Act.

The Portfolio is intended for long-term investors who can accept international investment risk and little or no current income. The Portfolio is not intended to be a complete investment program. Prospective investors should take into account their objectives and other investments when considering the purchase of an interest in the Portfolio. The Portfolio cannot assure achievement of its investment objective. The investment objective of the Portfolio is nonfundamental. Additional information about the investment policies of the Portfolio appears in Part B.

Registrant incorporates by reference information concerning the Portfolio's investment objective and investment practices and the risk factors associated with investments in the Portfolio from "The Fund's Investment Objective", "The Portfolio's Investments" and "Investment Policies and Risks" in the Feeder Fund's prospectus (the "Feeder Fund Prospectus").

ITEM 5. MANAGEMENT OF THE PORTFOLIO

Registrant incorporates by reference information concerning the Portfolio's management from "Management of the Fund and the Portfolio" in the Feeder Fund Prospectus.

TRANSFER AGENT.

IBT Fund Services (Canada) Inc., 1 First Canadian Place, King Street West, Suite 2800, P.O. Box 231, Toronto, Ontario, Canada M5X 1C8, a subsidiary of Investors Bank & Trust Company, the Portfolio's custodian, serves as transfer agent and dividend-paying agent of the Portfolio and computes the daily net asset value of interests in the Portfolio.

ITEM 6. CAPITAL STOCK AND OTHER SECURITIES

An interest in the Portfolio has no preemptive or conversion rights and is fully paid and nonassessable, except as described in the Feeder Fund Prospectus. Registrant incorporates by reference information concerning the Portfolio's capital stock from "Organization of the Fund and the Portfolio" in the Feeder Fund Prospectus.

As of November 29, 1996, EV Marathon Information Age Fund and EV Traditional Information Age Fund controlled the Portfolio by virtue of owning approximately 51.5% and 27.0%, respectively, of the outstanding voting interests

in the Portfolio.

The net asset value of the Portfolio is determined each day on which the New York Stock Exchange (the "Exchange") is open for trading ("Portfolio Business Day"). This determination is made each Portfolio Business Day as of the close of regular trading on the Exchange (currently 4:00 p.m., New York time) (the "Portfolio Valuation Time").

Each investor in the Portfolio may add to or reduce its investment in the Portfolio on each Portfolio Business Day as of the Portfolio Valuation Time. The value of each investor's interest in the Portfolio will be determined by multiplying the net asset value of the Portfolio by the percentage, determined on the prior Portfolio Business Day, which represents that investor's share of the aggregate interest in the Portfolio on such day. Any additions or withdrawals, which are to be effected on that day, will then be effected. Each investor's percentage of the aggregate interests in the Portfolio will then be recomputed as the percentage equal to a fraction (i) the numerator of which is the value of such investor's investment in the Portfolio as of the close of regular trading on the Exchange (normally 4:00 p.m., New York time), on such day plus or minus, as the case may be, that amount of any additions to or withdrawals from the investor's investment in the Portfolio effected on such day, and (ii) the denominator of which is the aggregate net asset value of the Portfolio as of the close of such trading on such day plus or minus, as the case may be, the amount of the net additions to or withdrawals from the aggregate investment in the Portfolio by all investors in the Portfolio. The percentage so determined will then be applied to determine the value of the investor's interest in the Portfolio for the current Portfolio Business Day.

The Portfolio will allocate at least annually among its investors its net investment income, net realized capital gains, and any other items of income, gain, loss, deduction or credit. The Portfolio's net investment income consists of all income accrued on the Portfolio's assets, less all actual and accrued expenses of the Portfolio, determined in accordance with generally accepted accounting principles.

Under the anticipated method of operation of the Portfolio, the Portfolio will not be subject to any federal income tax. (See Part B, Item 20). However, each investor in the Portfolio will take into account its allocable share of the Portfolio's ordinary income and capital gain in determining its federal income tax liability. The determination of each such share will be made in accordance with the governing instruments of the Portfolio, which are intended to comply with the requirements of the Code and the regulations promulgated thereunder.

It is intended that the Portfolio's assets and income will be managed in such a way that an investor in the Portfolio which seeks to qualify as a regulated investment company under the Code will be able to satisfy the requirements for such qualification.

ITEM 7. PURCHASE OF INTERESTS IN THE PORTFOLIO

Interests in the Portfolio are issued solely in private placement transactions that do not involve any "public offering" within the meaning of Section 4(2) of the 1933 Act. See "General Description of Registrant" above.

Registrant incorporates by reference information concerning the computation of the Portfolio's net asset value and valuation of Portfolio assets from "Valuing Fund Shares" in the Feeder Fund Prospectus. For further information regarding the valuation of the Portfolio's assets, see Part B, Item 19.

There is no minimum initial or subsequent investment in the Portfolio. The Portfolio reserves the right to cease accepting investments at any time or to reject any investment order.

The placement agent for the Portfolio is Eaton Vance Distributors, Inc. ("EVD"), which is a wholly-owned subsidiary of Eaton Vance Management. The principal business address of EVD is 24 Federal Street, Boston, Massachusetts 02110. EVD receives no compensation for serving as the placement agent for the Portfolio.

ITEM 8. REDEMPTION OR DECREASE OF INTEREST

An investor in the Portfolio may withdraw all (redeem) or any portion (decrease) of its interest in the Portfolio if a withdrawal request in proper form is furnished by the investor to the Portfolio. All withdrawals will be effected as of the next Portfolio Valuation Time. The proceeds of a withdrawal will be paid by the Portfolio normally on the Portfolio Business Day the withdrawal is effected, but in any event within seven days. The Portfolio reserves the right to pay the proceeds of a withdrawal (whether a redemption or decrease) by a distribution in kind of portfolio securities (instead of cash). The securities so distributed would be valued at the same amount as that assigned to them in calculating the net asset value for the interest (whether complete or partial) being withdrawn. If an investor received a distribution in kind upon such withdrawal, the investor could incur brokerage and other charges in converting the securities to cash. The Portfolio has filed with the Securities and Exchange Commission (the "Commission") a notification of election on Form N-18F-1 committing to pay in cash all requests for withdrawals by any investor, limited in amount with respect to such investor during any 90 day period to the lesser of (a) \$250,000 or (b) 1% of the net asset value of the Portfolio at the beginning of such period.

Investments in the Portfolio may not be transferred.

The right of any investor to receive payment with respect to any withdrawal may be suspended or the payment of the withdrawal proceeds postponed during any period in which the Exchange is closed (other than weekends or holidays) or trading on the Exchange is restricted or, to the extent otherwise permitted by the 1940 Act, if an emergency exists, or during any other period permitted by order of the Commission for the protection of investors.

ITEM 9. PENDING LEGAL PROCEEDINGS

Not applicable.

PART B

ITEM 10. COVER PAGE

Not applicable.

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ITEM 12. GENERAL INFORMATION AND HISTORY

Not applicable

ITEM 13. INVESTMENT OBJECTIVES AND POLICIES

Part A contains additional information about the investment objective and policies of Information Age Portfolio. This Part B should be read in conjunction with Part A. Capitalized terms used in this Part B and not otherwise defined have the meanings given them in Part A.

Registrant incorporates by reference additional information concerning

the investment policies of the Portfolio as well as information concerning the investment restrictions of the Portfolio from "Additional Information About Investment Policies" and "Investment Restrictions" in Part I of the Feeder Fund's SAI (the "Feeder Fund SAI"). The Portfolio's portfolio turnover rate for the period from the start of business, September 18, 1995, to August 31, 1996 was 115%.

ITEM 14. MANAGEMENT OF THE PORTFOLIO

Registrant incorporates by reference information concerning the management of the Portfolio from "Trustees and Officers" in Part I of the Feeder Fund SAI and "Fees and Expenses" in Part II of the Feeder Fund SAI.

ITEM 15. CONTROL PERSONS AND PRINCIPLE HOLDERS OF SECURITIES

As of November 29, 1996, EV Marathon Information Age Fund (the "Marathon Fund") and EV Traditional Information Age Fund (the "Traditional Fund") owned approximately 51.5% and 27.0%, respectively, of the value of the outstanding interests in the Portfolio. Because the Marathon Fund and the Traditional Fund control the Portfolio, the Traditional Fund and Marathon Fund may take actions without the approval of any other investor. Each of the Marathon Fund and the Traditional Fund has informed the Portfolio that whenever it is requested to vote on matters pertaining to the fundamental policies of the Portfolio, it will hold a meeting of shareholders and will cast its vote as instructed by its interestholders. It is anticipated that any other investor in the Portfolio which is an investment company registered under the 1940 Act would follow the same or a similar practice. The Traditional Fund and the Marathon Fund are series of Eaton Vance Growth Trust, an open-end management investment company organized as business trust under the laws of the Commonwealth of Massachusetts.

ITEM 16. INVESTMENT ADVISORY AND OTHER SERVICES

Registrant incorporates by reference information concerning the investment advisory and other services provided for or on behalf of the Portfolio from "Management of the Fund and the Portfolio", "Custodian" and "Independent Accountants" in Part I of the Feeder Fund SAI and "Fees and Expenses" in Part II of the Feeder Fund SAI.

ITEM 17. BROKERAGE ALLOCATION AND OTHER PRACTICES

Registrant incorporates by reference information concerning the brokerage practices of the Portfolio from "Portfolio Security Transactions" in Part I of the Feeder Fund SAI.

ITEM 18. CAPITAL STOCK AND OTHER SECURITIES

Under the Portfolio's Declaration of Trust, the Trustees are authorized to issue interests in the Portfolio. Investors are entitled to participate pro rata in distributions of taxable income, loss, gain and credit of the Portfolio. Upon dissolution of the Portfolio, the Trustees shall liquidate the assets of the Portfolio and apply and distribute the proceeds thereof as follows: (a)

first, to the payment of all debts and obligations of the Portfolio to third parties including, without limitation, the retirement of outstanding debt, including any debt owned to holders of record of interests in the Portfolio ("Holders") or their affiliates, and the expenses of liquidation, and to the setting up of any reserves for contingencies which may be necessary; and (b) second, in accordance with the Holders' positive Book Capital Account balances after adjusting Book Capital Accounts for certain allocations provided in the Declaration of Trust and in accordance with the requirements described in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). Notwithstanding the foregoing, if the Trustees shall determine that an immediate sale of part or all of the assets of the Portfolio would cause undue loss to the Holders, the Trustees, in order to avoid such loss, may, after having given notification to all the Holders, to the extent not then prohibited by the law of any jurisdiction in which the Portfolio is then formed or qualified and applicable in the circumstances, either defer liquidation of and withhold from distribution for a reasonable time any assets of the Portfolio except those necessary to satisfy the Portfolio's debts and obligations or distribute the Portfolio's assets to the Holders in liquidation. Interests in the Portfolio have no preference, preemptive, conversion or similar rights and are fully paid and nonassessable, except as set forth below. Interests in the Portfolio may not be transferred. Certificates representing an investor's interest in the Portfolio are issued only upon the written request of a Holder.

Each Holder is entitled to vote in proportion to the amount of its interest in the Portfolio. Holders do not have cumulative voting rights. The Portfolio is not required and has no current intention to hold annual meetings of Holders but the Portfolio will hold meetings of Holders when in the judgment of the Portfolio's Trustees it is necessary or desirable to submit matters to a vote of Holders at a meeting. any action which may be taken by Holders may be taken without a meeting if Holders holding more than 50% of all interests entitled to vote (or such larger proportion thereof as shall be required by any express provision of the Declaration of Trust of the Portfolio) consent to the action in writing and the consents are filed with the records of meetings of Holders.

The Portfolio's Declaration of Trust may be amended by vote of Holders of more than 50% of all interests in the Portfolio at any meeting of Holders or by an instrument in writing without a meeting, executed by a majority of the Trustees and consented to by the Holders of more than 50% of all interests. The Trustees may also amend the Declaration of Trust (without the vote or consent of Holders) to change the Portfolio's name or the state or other jurisdiction whose law shall be the governing law, to supply any omission or to cure, correct or supplement any ambiguous, defective or inconsistent provision, to conform the Declaration of Trust to applicable Federal law or regulations or to the requirements of the Code, or to change, modify or rescind any provision, provided that such change, modification or rescission is determined by the Trustees to be necessary or appropriate and not to have a materially adverse effect on the financial interests of the Holders. No amendment of the Declaration of Trust which would change any rights with respect to any Holder's interest in the Portfolio by reducing the amount payable thereon upon liquidation of the Portfolio may be made, except with the vote or consent of the

Holders of two-thirds of all interests. References in the Declaration of Trust and in Part A or this Part B to a specified percentage of, or fraction of, interests in the Portfolio, means Holders whose combined Book Capital Account balances represent such specified percentage or fraction of the combined Book Capital Account balance of all, or a specified group of, Holders.

The Portfolio may merge or consolidate with any other corporation, association, trust or other organization or may sell or exchange all or substantially all of its assets upon such terms and conditions and for such consideration when and as authorized by the Holders of (a) 67% or more of the interests in the Portfolio present or represented at the meeting of Holders, if Holders of more than 50% of all interests are present or represented by proxy, or (b) more than 50% of all interests, whichever is less. The Portfolio may be terminated (i) by the affirmative vote of Holders of not less than two-thirds of all interests at any meeting of Holders or by an instrument in writing without a meeting, executed by a majority of the Trustees and consented to by Holders of not less than two-thirds of all interests, or (ii) by the Trustees by written notice to the Holders.

In accordance with the Declaration of Trust, there normally will be no meetings of the investors for the purpose of electing Trustees unless and until such time as less than a majority of the Trustees holding office have been elected by investors. In such an event, the Trustees of the Portfolio then in office will call an investors' meeting for the election of Trustees. Except for the foregoing circumstances, and unless removed by action of the investors in accordance with the Portfolio's Declaration of Trust, the Trustees shall continue to hold office and may appoint successor Trustees.

The Declaration of Trust provides that no person shall serve as a Trustee if investors holding two-thirds of the outstanding interests have removed him from that office either by a written declaration or by votes cast at a meeting called for that purpose. The Declaration of Trust further provides that under certain circumstances, the investors may call a meeting to remove a Trustee and that the Portfolio is required to provide assistance in communicating with investors about such a meeting.

The Portfolio is organized as a trust under the laws of the State of New York. Investors in the Portfolio will be held personally liable for its obligations and liabilities, subject, however, to indemnification by the Portfolio in the event that there is imposed upon an investor a greater portion of the liabilities and obligations of the Portfolio than its proportionate interest in the Portfolio. The Portfolio intends to maintain fidelity and errors and omissions insurance deemed adequate by the Trustees. Therefore, the risk of an investor incurring financial loss on account of investor liability is limited to circumstances in which both inadequate insurance exists and the Portfolio itself is unable to meet its obligations.

The Declaration of Trust further provides that obligations of the Portfolio are not binding upon the Trustees individually but only upon the property of the Portfolio and that the Trustees will not be liable for any

action or failure to act, but nothing in the Declaration of Trust protects a Trustee against any liability to which he would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of his office.

ITEM 19. PURCHASE, REDEMPTION AND PRICING OF SECURITIES

Interests in the Portfolio are issued solely in private placement transactions that do not involve any "public offering" within the meaning of Section 4(2) of the Securities Act of 1933. See "Purchase of Interests in the Portfolio" and "Redemption or Decrease of Interest" in Part A. See Part A, Item 7 regarding the pricing of interests in the Portfolio.

Registrant incorporates by reference information concerning valuation of the Portfolio's assets from "Determination of Net Asset Value" in Part I of the Feeder Fund SAI.

ITEM 20. TAX STATUS

The Portfolio has been advised by tax counsel that, provided the Portfolio is operated at all times during its existence in accordance with certain organizational and operational documents, the Portfolio should be classified as a partnership under the Code, and it should not be a "publicly traded partnership" within the meaning of Section 7704 of the Code. Consequently, the Portfolio does not expect that it will be required to pay any Federal income tax.

Under Subchapter K of the Code, a partnership is considered to be either an aggregate of its members or a separate entity depending upon the factual and legal context in which the question arises. Under the aggregate approach, each partner is treated as an owner of an undivided interest in partnership assets and operations. Under the entity approach, the partnership is treated as a separate entity in which partners have no direct interest in partnership assets and operations. The Portfolio has been advised by tax counsel that, in the case of a Holder that seeks to qualify as a regulated investment company (a "RIC"), the aggregate approach should apply, and each such Holder should accordingly be deemed to own a proportionate share of each of the assets of the Portfolio and to be entitled to the gross income of the Portfolio attributable to that share for purposes of all requirements of Sections 851(b) and 852(b)(5) of the Code. Further, the Portfolio has been advised by tax counsel that each Holder that seeks to qualify as a RIC should be deemed to hold its proportionate share of the Portfolio's assets for the period the Portfolio has held the assets or for the period the Holder has been an investor in the Portfolio, whichever is shorter. Investors should consult their tax advisers regarding whether the entity or the aggregate approach applies to their investment in the Portfolio in light of their particular tax status and any special tax rules applicable to them.

In order to enable a Holder that is otherwise eligible to qualify as a

RIC, the Portfolio intends to satisfy the requirements of Subchapter M of the Code relating to sources of income and diversification of assets as if they were applicable to the Portfolio and to allocate and permit withdrawals in a manner that will enable a Holder which is a RIC to comply with those requirements. The Portfolio will allocate at least annually to each Holder its distributive share of the Portfolio's net investment income, net realized capital gains, and any other items of income, gain, loss, deduction or credit in a manner intended to comply with the Code and applicable Treasury regulations. Tax counsel has advised the Portfolio that the Portfolio's allocations of taxable income and loss should have "economic effect" under applicable Treasury regulations.

To the extent the cash proceeds of any withdrawal (or, under certain circumstances, such proceeds plus the value of any marketable securities distributed to an investor) ("liquid proceeds") exceed a Holder's adjusted basis of his interest in the Portfolio, the Holder will generally realize a gain for Federal income tax purposes. If, upon a complete withdrawal (redemption of the entire interest), the Holder's adjusted basis of his interest exceeds the liquid proceeds of such withdrawal, the Holder will generally realize a loss for Federal income tax purposes. The tax consequences of a withdrawal of property (instead of or in addition to liquid proceeds) will be different and will depend on the specific factual circumstances. A Holder's adjusted basis of an interest in the Portfolio will generally be the aggregate prices paid therefor (including the adjusted basis of contributed property and any gain recognized on such contribution), increased by the amounts of the Holder's distributive share of items of income (including interest income exempt from Federal income tax) and realized net gain of the Portfolio, and reduced, but not below zero, by (i) the amounts of the Holder's distributive share of items of Portfolio loss, and (ii) the amount of any cash distributions (including distributions of interest income exempt from Federal income tax and cash distributions on withdrawals from the Portfolio) and the basis to the Holder of any property received by such Holder other than in liquidation, and (iii) the Holder's distributive share of the Portfolio's nondeductible expenditures not properly chargeable to capital account. Increases or decreases in a Holder's share of the Portfolio's liabilities may also result in corresponding increases or decreases in such adjusted basis. Distributions of liquid proceeds in excess of a Holder's adjusted basis in its interest in the Portfolio immediately prior thereto generally will result in the recognition of gain to the Holder in the amount of such excess.

The Portfolio's transactions in options and futures contracts will be subject to special tax rules that may affect the amount, timing and character of distributions. For example, certain positions held by the Portfolio that substantially diminish the Portfolio's risk of loss with respect to other positions in its portfolio may constitute "straddles," which are subject to tax rules that may cause deferral of Portfolio losses, adjustments in the holding periods of Portfolio securities and conversion of short-term into long-term capital losses.

Income from transactions in options and futures contracts derived by the Portfolio with respect to its business of investing in securities will qualify as permissible income for its Holders that are RICs under the

requirement that at least 90% of a RIC's gross income each taxable year consist of specified types of income. However, income from the disposition by the Portfolio of options and futures contracts held for less than three months will be subject to the requirement applicable to those Holders that less than 30% of a RIC's gross income each taxable year consist of certain short-term gains ("Short-Short Limitation").

If the Portfolio satisfies certain requirements, any increase in value of a position that is part of a "designated hedge" will be offset by any decrease in value (whether realized or not) of the offsetting hedging position during the period of the hedge for purposes of determining whether the Holders that are RICs satisfy the Short-Short Limitation. Thus, only the net gain (if any) from the designated hedge will be included in gross income for purposes of that limitation. The Portfolio will consider whether it should seek to qualify for this treatment for its hedging transactions. To the extent the Portfolio does not so qualify, it may be forced to defer the closing out of options and futures contracts beyond the time when it otherwise would be advantageous to do so, in order for Holders that are RICs to continue to qualify as such.

The Portfolio anticipates that it will be subject to foreign withholding taxes with respect to income on certain foreign securities. These taxes may be reduced or eliminated under the terms of an applicable U.S. income tax treaty. Certain foreign exchange gains and losses realized by the Portfolio and allocated to the RIC will be treated as ordinary income and losses. Certain uses of foreign currency and investment by the Portfolio in certain "passive foreign investment companies" may be limited or a tax election may be made, if available, in order to enable an investor that is a RIC to preserve its qualification as a RIC or to avoid imposition of a tax on such an investor.

An entity that is treated as a partnership under the Code, such as the Portfolio, is generally treated as a partnership under state and local tax laws, but certain states may have difference entity classification criteria and may therefore reach a different conclusion. Entities that are classified as partnerships are not treated as separate taxable entities under most state and local tax laws, and the income of a partnership is considered to be income of partners both in timing and in character. The exemption of interest income for Federal income tax purposes does not necessarily result in exemption under the income or tax laws of any state or local taxing authority. The laws of the various states and local taxing authorities vary with respect to the taxation of such interest income, as well as to the status of a partnership interest under state and local tax laws, and each Holder of an interest in the Portfolio is advised to consult his own tax adviser.

The foregoing discussion does not address the special tax rules applicable to certain classes of investors, such as tax-exempt entities, insurance companies and financial institutions. Investors should consult their own tax advisers with respect to special tax rules that may apply in their particular situations, as well as the state, local or foreign tax consequences of investing in the Portfolio.

ITEM 21. UNDERWRITERS

The placement agent for the Portfolio is Eaton Vance Distributors, Inc., which is a wholly-owned subsidiary of Eaton Vance Management and which receives no compensation for serving in this capacity. Investment companies, common and commingled trust funds and similar organizations and entities may continuously invest in the Portfolio.

ITEM 22. CALCULATION OF PERFORMANCE DATA

Not applicable.

ITEM 23. FINANCIAL STATEMENTS

The following audited financial statements of the portfolio are incorporated by reference into this Part B and have been so incorporated in reliance upon the report of Deloitte and Touche LLP, independent certified public accountants, as experts in accounting and auditing.

Portfolio of Investments as at August 31, 1996
Statement of Assets and Liabilities as at August 31, 1996
Statement of Operations for period from the start of business, September 18, 1995, to August 31, 1996
Statement of Changes in Net Assets for period from the start of business, September 18, 1995, to August 31, 1996
Supplementary Data for period from the start of business, September 18, 1995, to August 31, 1996
Notes to Financial Statements
Independent Auditors' Report

For purposes of the EDGAR filing of this amendment to the Portfolio's Registration Statement, the Portfolio incorporates by reference the above audited financial statements of the Portfolio, as previously filed electronically with the Commission on October 31, 1996 (Accession No. 0000928816-96-000322).

PART C

ITEM 24. FINANCIAL STATEMENTS AND EXHIBITS

(A) FINANCIAL STATEMENTS

The Financial statements called for by this Item are included in Part B and listed in Item 23 hereof.

(B) EXHIBITS

1. (a) Declaration of Trust dated June 1, 1995 filed electronically as Exhibit No. 1 to the Registrant's original Registration Statement filed with the Commission on June 9, 1995 (Accession No. 0000898432-95-000242) and incorporated herein by reference (the "Original Registration Statement").

(b) Amendment to Declaration of Trust dated October 23, 1995 filed herewith.
2. By-Laws of the Registrant adopted June 1, 1995 filed electronically as Exhibit No. 2 to the Original Registration Statement and incorporated herein by reference.
5. Investment Advisory Agreement among the Registrant, Boston Management and Research and Lloyd George Investment Management (Bermuda) Limited dated June 19, 1995 filed herewith.
6. Placement Agent Agreement with Eaton Vance Distributors, Inc., dated November 1, 1996 filed herewith.
7. The Securities and Exchange Commission has granted the Registrant an exemptive order that permits the Registrant to enter into deferred compensation arrangements with its independent Trustees. See IN THE MATTER OF CAPITAL EXCHANGE FUND, INC., Release No. IC-20671 (November 1, 1994).
8. (a) Custodian Agreement with Investors Bank & Trust Company dated June 19, 1995 filed herewith.

(b) Amendment to the Custodian Agreement dated October 23, 1995 filed herewith.
9. (a) Accounting and Interestholder Services Agreement with IBT Fund Services (Canada) Inc. dated June 19, 1995, filed herewith.

(b) Administration Agreement between the Registrant and Eaton Vance Management dated June 19, 1995 filed herewith.

(c) Sub-Administration Agreement among the Registrant, Eaton Vance Management and IBT Trust Company (Cayman), Ltd. dated June 19, 1995 filed herewith.

13. Investment representation letter of Eaton Vance Management dated June 2, 1995 filed electronically as Exhibit No. 13 to the Original Registration Statement and incorporated herein by reference.

ITEM 25. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH REGISTRANT

Not applicable.

ITEM 26. NUMBER OF HOLDERS OF SECURITIES

(1) TITLE OF CLASS	(2) Number of Record Holders as of NOVEMBER 29, 1996
Interests	6

ITEM 27. INDEMNIFICATION

Reference is hereby made to Article V of the Registrant's Declaration of Trust, filed electronically as Exhibit 1(a) to the Original Registration Statement and incorporated herein by reference.

The Trustees and officers of the Registrant and the personnel of the Registrant's investment advisers are insured under an errors and omissions liability insurance policy. The Registrant and its officers are also insured under the fidelity bond required by Rule 17g-1 under the Investment Company Act of 1940.

ITEM 28. BUSINESS AND OTHER CONNECTIONS

To the knowledge of the Portfolio, none of the trustees or officers of the Portfolio's investment advisers, except as set forth on their Forms ADV as filed with the Securities and Exchange Commission, is engaged in any other business, profession, vocation or employment of a substantial nature, except that certain trustees and officers also hold various positions with and engage in business for affiliates of the investment advisers.

ITEM 29. PRINCIPAL UNDERWRITERS

Not applicable.

ITEM 30. LOCATION OF ACCOUNTS AND RECORDS

All applicable accounts, books and documents required to be maintained by the Registrant by Section 31(a) of the Investment Company Act of 1940 and the Rules promulgated thereunder are in the possession and custody of the Registrant's custodian, Investors Bank & Trust Company, 24 Federal Street, Boston, MA 02110 and 89 South Street, Boston, MA 02104, with the exception of certain corporate documents and portfolio trading documents which are in the possession and custody of the Registrant's investment adviser, Eaton Vance Management, at 24 Federal Street, Boston, MA 02110. Certain corporate documents are also maintained by The Bank of Nova Scotia Trust Company (Cayman) Ltd., The Bank of Nova Scotia Building, P.O. Box 501, George Town, Grand Cayman, Cayman Islands, British West Indies, and certain investor account and Portfolio accounting records are held by IBT Fund Services (Canada) Inc., 1 First Canadian Place, King Street West, Suite 2800, P.O. Box 231, Toronto, Ontario, Canada M5X 1C8. The Registrant is informed that all applicable accounts, books and documents required to be maintained by registered investment advisers are in the custody and possession of Eaton Vance Management.

ITEM 31. MANAGEMENT SERVICES

Not applicable.

ITEM 32. UNDERTAKINGS

Not applicable.

SIGNATURES

Pursuant to the requirements of the Investment Company Act of 1940, the

Registrant has duly caused this Registration Statement on Form N-1A to be signed on its behalf by the undersigned, thereunto duly authorized in Hamilton, Bermuda on the 16th day of December, 1996.

INFORMATION AGE PORTFOLIO

By: /S/ JAMES B. HAWKES

James B. Hawkes, President

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
1.	(b) Amendment to Declaration of Trust dated October 23, 1995.
5.	Investment Advisory Agreement among the Registrant, Boston Management and Research and Lloyd George Investment Management (Bermuda) Limited dated June 19, 1995.
6.	Placement Agent Agreement with Eaton Vance Distributors, Inc., dated November 1, 1996.
8.	(a) Custodian Agreement with Investors Bank & Trust Company dated June 19, 1995.
8.	(b) Amendment to the Custodian Agreement dated October 23, 1995.
9.	(a) Accounting and Interestholder Services Agreement with IBT Fund Services (Canada) Inc. dated June 19, 1995.
9.	(b) Administration Agreement between the Registrant and Eaton Vance Management dated June 19, 1995.
9.	(c) Sub-Administration Agreement among the Registrant, Eaton Vance

INFORMATION AGE PORTFOLIO

AMENDMENT TO DECLARATION OF TRUST

October 23, 1995

The undersigned, being a majority of the Trustees of the Information Age Portfolio, acting pursuant to Section 10.4 of ARTICLE X of the Declaration of Trust, do hereby change and amend the seventh paragraph of Section 1.2 of ARTICLE I of the Declaration of Trust to read as follows:

"Fiscal Year" shall mean an annual period determined by the Trustees which ends on August 31st of each year or on such other day as is permitted or required by the code.

Further, the undersigned do hereby declare and find that the foregoing change and amendment is necessary and appropriate and does not have a materially adverse effect on the financial interest of the Holders of the Portfolio. Said Amendment shall take effect on the date set forth above.

/s/ Donald R. Dwight
Donald R. Dwight

/s/ Norton H. Reamer
Norton H. Reamer

/s/ James B. Hawkes
James B. Hawkes

/s/ John L. Thorndike
John L. Thorndike

/s/ Samuel L. Hayes, III
Samuel L. Hayes, III

/s/ Jack L. Treynor
Jack L. Treynor

INFORMATION AGE PORTFOLIO

INVESTMENT ADVISORY AGREEMENT

AGREEMENT made this 19th day of June, 1995, among Information Age Portfolio, a New York trust (the "Trust"), Boston Management and Research, a Massachusetts business trust, and Lloyd George Investment Management (Bermuda) Limited (collectively the "Advisers").

1. Duties of the Advisers. The Trust hereby employs the Advisers to act as investment advisers for and to manage the investment and reinvestment of the assets of the Trust, subject to the supervision of the Trustees of the Trust, for the period and on the terms set forth in this Agreement. Boston Management and Research shall serve as adviser for United States investments (and cash located in the United States) and Lloyd George Investment Management (Bermuda) Limited shall serve as adviser for non-United States investments (and cash located outside the United States).

The Advisers hereby accept such employment and undertake to afford to the Trust the advice and assistance of the Advisers' organizations in the choice of investments and in the purchase and sale of securities for the Trust and to furnish for the use of the Trust office space and all necessary office facilities, equipment and personnel for servicing the investments of the Trust and to pay the salaries and fees of all officers and Trustees of the Trust who are members of the Advisers' organizations and all personnel of the Advisers performing services relating to research and investment activities. The Advisers shall for all purposes herein be deemed to be independent contractors and shall, except as otherwise expressly provided or authorized, have no authority to act for or represent the Trust in any way or otherwise be deemed an agent of the Trust.

The Advisers shall provide the Trust with such investment management and supervision as the Trust may from time to time consider necessary for the proper supervision of the Trust. As investment advisers to the Trust, the Advisers shall furnish continuously an investment program and shall determine from time to time what securities and other investments shall be acquired, disposed of or exchanged and what portion of the Trust's assets shall be held uninvested,

subject always to the applicable restrictions of the Declaration of Trust, By-Laws and registration statement of the Trust under the Investment Company Act of 1940, all as from time to time amended. Should the Trustees of the Trust at any time, however, make any specific determination as to investment policy for the Trust and notify the Advisers thereof in writing, the Advisers shall be bound by such determination for the period, if any, specified in such notice or until similarly notified that such determination has been revoked. The Advisers shall take, on behalf of the Trust, all actions which they deem necessary or desirable to implement the investment policies of the Trust.

The Advisers shall place all orders for the purchase or sale of portfolio securities for the account of the Trust either directly with the issuer or with brokers or dealers selected by an Adviser, and to that end each Adviser is authorized as the agent of the Trust to give instructions to the custodian of the Trust as to deliveries of securities and payments of cash for the account of the Trust. In connection with the selection of such brokers or dealers and the placing of such orders, each Adviser shall use its best efforts to seek to execute security transactions at prices which are advantageous to the Trust and (when a disclosed commission is being charged) at reasonably competitive commission rates. In selecting brokers or dealers qualified to execute a particular transaction, brokers or dealers may be selected who also provide brokerage and research services (as those terms are defined in Section 28(e) of the Securities Exchange Act of 1934) to the Advisers and each Adviser is expressly authorized to pay any broker or dealer who provides such brokerage and research services a commission for executing a security transaction which is 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 is 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 which the Adviser and its affiliates have with respect to accounts over which they exercise investment discretion. Subject to the requirement set forth in the second sentence of this paragraph, an Adviser is authorized to consider, as a factor in the selection of any broker or dealer with whom purchase or sale orders may be placed, the fact that such broker or dealer has sold or is selling shares of any one or more investment companies sponsored by Boston Management and Research or its affiliates or shares of any other investment company investing in the Trust.

The Advisers shall not be responsible for providing certain special administrative services to the Trust under this Agreement. Eaton Vance Management, in its capacity as Administrator of the Trust, shall be responsible for providing such services to the Trust under the Trust's separate Administration Agreement with the Administrator.

2. Compensation of the Advisers. For the services, payments and facilities to be furnished hereunder by the Advisers, the Advisers shall be entitled to receive from the Trust a monthly advisory fee, to be divided equally between the Advisers, computed by applying the annual asset rate applicable to that portion of the total daily net assets of the Trust throughout the month in each Category as indicated below:

Category Daily Net Assets Annual Asset Rate

1	up to \$500 million	0.75%
2	\$500 million but less than \$1 billion	0.70%
3	\$1 billion but less than \$1.5 billion	0.65%
4	\$1.5 billion but less than \$2 billion	0.60%
5	\$2 billion but less than \$3 billion	0.55%
6	\$3 billion and over	0.50%

Such advisory fee shall be paid monthly in arrears on the last business day of each month. The Trust's net asset value shall be computed in accordance with the Declaration of Trust of the Trust and any applicable votes and determinations of the Trustees of the Trust. In case of initiation or termination of the Agreement during any month, the fee for that month shall be based on the number of calendar days during which it is in effect.

An Adviser may, from time to time, waive all or a part of the above compensation to which it is entitled hereunder.

3. Allocation of Charges and Expenses. It is understood that the Trust will pay all expenses other than those expressly stated to be payable by the Advisers hereunder, which expenses payable by the Trust shall include, without implied limitation, (i) expenses of maintaining the Trust and continuing its existence, (ii) registration of the Trust under the Investment Company Act of 1940, (iii) commissions, fees and other expenses connected with the acquisition, holding and disposition of securities and other investments, (iv) auditing, accounting and legal expenses, (v) taxes and interest, (vi) governmental fees, (vii) expenses of issue, sale, and redemption of Interests in the Trust, (viii) expenses of registering and qualifying the Trust and Interests in the Trust under federal and state securities laws and of preparing and printing registration statements or other offering statements or memoranda for such purposes and for distributing the same to Holders and investors, and fees and expenses of registering and maintaining registrations of the Trust and of the Trust's placement agent as broker-dealer or agent under state securities laws, (ix) expenses of reports and notices to Holders and of meetings of Holders and proxy solicitations therefor, (x) expenses of reports to governmental officers and commissions, (xi) insurance expenses, (xii) association membership dues, (xiii) fees, expenses and disbursements of custodians and subcustodians for all services to the Trust (including without limitation safekeeping of funds, securities and other investments, keeping of books, accounts and records, and determination of net asset values, book capital account balances and tax capital account balances), (xiv) fees, expenses and disbursements of transfer agents, dividend disbursing agents, Holder servicing agents and registrars for all services to the Trust, (xv) expenses for servicing the account of Holders, (xvi) any direct charges to Holders approved by the Trustees of the Trust, (xvii) compensation and expenses of Trustees of the Trust who are not members of one of the Advisers' organizations, and (xviii) such non-recurring items as may arise, including expenses incurred in connection with litigation, proceedings and claims and the obligation of the Trust to indemnify its Trustees, officers and Holders with respect thereto.

4. Other Interests. It is understood that Trustees and officers of the Trust and Holders of Interests in the Trust are or may be or become interested in an Adviser as trustees, shareholders or otherwise and that trustees, officers and shareholders of the Adviser are or may be or become similarly interested in the Trust, and that the Adviser may be or become interested in the Trust as Holder or otherwise. It is also understood that trustees, officers, employees and shareholders of an Adviser may be or become interested (as directors, trustees, officers, employees, shareholders or otherwise) in other companies or entities (including, without limitation, other investment companies) which the Adviser may organize, sponsor or acquire, or with which it may merge or consolidate, and which may include the words "Eaton Vance" or "Boston Management and Research" or any combination thereof as part of their names, and that an Adviser or their subsidiaries or affiliates may enter into advisory or management agreements or other contracts or relationships with such other companies or entities.

5. Limitation of Liability of the Advisers. The services of the Advisers to the Trust are not to be deemed to be exclusive, the Advisers being free to render services to others and engage in other business activities. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of an Adviser, the Advisers shall not be subject to liability to the Trust or to any Holder of Interests in the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses which may be sustained in the acquisition, holding or disposition of any security or other investment.

6. Sub-Investment Advisers. The Advisers may employ one or more sub-investment advisers from time to time to perform such of the acts and services of the Advisers, including the selection of brokers or dealers to execute the Trust's portfolio security transactions, and upon such terms and conditions as may be agreed upon between the Advisers and such investment adviser and approved by the Trustees of the Trust, all as permitted by the Investment Company Act of 1940.

7. Duration and Termination of this Agreement. This Agreement shall become effective upon the date of its execution, and, unless terminated as herein provided, shall remain in full force and effect, with respect to each Adviser separately, through and including February 28, 1996 and shall continue in full force and effect indefinitely thereafter, but only so long as such continuance after February 28, 1996 is specifically approved at least annually (i) by the Board of Trustees of the Trust or by vote of a majority of the outstanding voting securities of the Trust and (ii) by the vote of a majority of those Trustees of the Trust who are not interested persons of the Advisers or the Trust cast in person at a meeting called for the purpose of voting on such approval.

Any party hereto may, at any time on sixty (60) days' prior written notice to the others, terminate that party's obligations hereunder, or, in the case of the Trust, terminate this Agreement in its entirety, without the payment of any penalty, by action of Trustees of the Trust or the trustees or directors of an

Adviser, as the case may be, and the Trust may, at any time upon such written notice to an Adviser, terminate this Agreement with respect to such Adviser by vote of a majority of the outstanding voting securities of the Trust. This Agreement shall terminate automatically in the event of its assignment.

8. Amendments of the Agreement. This Agreement may be amended by a writing signed by all parties hereto, provided that no amendment to this Agreement shall be effective until approved (i) by the vote of a majority of those Trustees of the Trust who are not interested persons of an Adviser or the Trust cast in person at a meeting called for the purpose of voting on such approval, and (ii) by vote of a majority of the outstanding voting securities of the Trust.

9. Limitation of Liability. The Advisers expressly acknowledge the provision in the Declaration of Trust of the Trust (Section 5.2 and 5.6) limiting the personal liability of the Trustees and officers of the Trust, and each Adviser hereby agrees that it shall have recourse to the Trust for payment of claims or obligations as between the Trust and the Adviser arising out of this Agreement and shall not seek satisfaction from any Trustee or officer of the Trust.

10. Certain Definitions. The terms "assignment" and "interested persons" when used herein shall have the respective meanings specified in the Investment Company Act of 1940 as now in effect or as hereafter amended subject, however, to such exemptions as may be granted by the Securities and Exchange Commission by any rule, regulation or order. The term "vote of a majority of the outstanding voting securities" shall mean the vote, at a meeting of Holders, of the lesser of (a) 67 per centum or more of the Interests in the Trust present or represented by proxy at the meeting if the Holders of more than 50 per centum of the outstanding Interests in the Trust are present or represented by proxy at the meeting, or (b) more than 50 per centum of the outstanding Interests in the Trust. The terms "Holders" and "Interests" when used herein shall have the respective meanings specified in the Declaration of Trust of the Trust.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

INFORMATION AGE PORTFOLIO

By:/s/ James B. Hawkes
President
Executed in Hamilton, Bermuda

BOSTON MANAGEMENT AND RESEARCH

By:/s/ M. Dozier Gardner

President, and not individually

LLOYD GEORGE INVESTMENT MANAGEMENT (BERMUDA) LIMITED

By:/s/ William Kerr
Vice President

PLACEMENT AGENT AGREEMENT

November 1, 1996

Eaton Vance Distributors, Inc.
24 Federal Street
Boston, Massachusetts 02110

Gentlemen:

This is to confirm that, in consideration of the agreements hereinafter contained, the undersigned, Information Age Portfolio (the "Trust"), an open-end diversified management investment company registered under the Investment Company Act of 1940, as amended (the "1940 Act"), organized as a New York trust, has agreed that Eaton Vance Distributors, Inc. ("EVD"), formerly named EV Distributors, Inc., shall be the placement agent (the "Placement Agent") of Interests in the Trust ("Trust Interests").

1. Services as Placement Agent.

1.1 EVD will act as Placement Agent of the Trust Interests covered by the Trust's registration statement then in effect under the 1940 Act. In acting as Placement Agent under this Placement Agent Agreement, neither EVD nor its employees or any agents thereof shall make any offer or sale of Trust Interests in a manner which would require the Trust Interests to be registered under the Securities Act of 1933, as amended (the "1933 Act").

1.2 All activities by EVD and its agents and employees as Placement Agent of Trust Interests shall comply with all applicable laws, rules and regulations, including, without limitation, all rules and regulations adopted pursuant to the 1940 Act by the Securities and Exchange Commission (the "Commission").

1.3 Nothing herein shall be construed to require the Trust to accept any offer to purchase any Trust Interests, all of which shall be subject to approval by the Board of Trustees.

1.4 The Portfolio shall furnish from time to time for use in connection with the sale of Trust Interests such information with respect to the Trust and Trust Interests as EVD may reasonably request. The Trust shall also furnish EVD upon request with: (a) unaudited semiannual statements of the Trust's books and accounts prepared by the Trust, and (b) from time to time such additional information regarding the Trust's financial or regulatory condition as EVD may reasonably request.

1.5 The Trust represents to EVD that all registration statements filed by the Trust with the Commission under the 1940 Act with respect to Trust Interests have been prepared in conformity with the requirements of such statute and the rules and regulations of the Commission thereunder. As used in this Agreement the term "registration statement" shall mean any registration statement filed with the Commission as modified by any amendments thereto that at any time shall have been filed with the Commission by or on behalf of the Trust. The Trust represents and warrants to EVD that any registration statement will contain all statements required to be stated therein in conformity with both such statute and the rules and regulations of the Commission; that all statements of fact contained in any registration statement will be true and correct in all material respects at the time of filing of such registration statement or amendment thereto; and that no registration statement 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 to a purchaser of Trust Interests. The Trust may but shall not be obligated to propose from time to time such amendment to any registration statement as in the light of future developments may, in the opinion of the Trust's counsel, be necessary or advisable. If the Trust shall not propose such amendment and/or supplement within fifteen days after receipt by the Trust of a written request from EVD to do so, EVD may, at its option, terminate this Agreement. The Trust shall not file any amendment to any registration statement without giving EVD reasonable notice thereof in advance; provided, however, that nothing contained in this Agreement shall in any way limit the Trust's right to file at any time such amendment to any registration statement as the Trust may deem advisable, such right being in all respects absolute and unconditional.

1.6 The Trust agrees to indemnify, defend and hold EVD, its several officers and directors, and any person who controls EVD within the meaning of Section 15 of the 1933 Act or Section 20 of the Securities and Exchange Act of 1934 (the "1934 Act") (for purposes of this paragraph 1.6, collectively, "Covered Persons") free and harmless from and against any and all claims, demands, liabilities and expenses (including the cost of investigating or defending such claims, demands or liabilities and any counsel fees incurred in connection therewith) which any Covered Person may incur under the 1933 Act, the 1934 Act, common law or otherwise, arising out of or based on any untrue statement of a material fact contained in any registration statement, private placement memorandum or other offering material ("Offering Material") or arising out of or based on any omission to state a material fact required to be stated in any Offering Material or necessary to make the statements in any Offering Material not misleading; provided, however, that the Trust's agreement to indemnify Covered Persons shall not be deemed to cover any claims, demands, liabilities or expenses arising out of any financial and other statements as are

furnished in writing to the Trust by EVD in its capacity as Placement Agent for use in the answers to any items of any registration statement or in any statements made in any Offering Material, or arising out of or based on any omission or alleged omission to state a material fact in connection with the giving of such information required to be stated in such answers or necessary to make the answers not misleading; and further provided that the Trust's agreement to indemnify EVD and the Trust's representations and warranties hereinbefore set forth in this paragraph 1.6 shall not be deemed to cover any liability to the Trust or its investors to which a Covered Person would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of its duties, or by reason of a Covered Person's reckless disregard of its obligations and duties under this Agreement. The Trust should be notified of any action brought against a Covered Person, such notification to be given by a writing addressed to the Trust, 24 Federal Street Boston, Massachusetts 02110, with a copy to the Adviser of the Portfolio, Boston Management and Research, at the same address, promptly after the summons or other first legal process shall have been duly and completely served upon such Covered Person. The failure to so notify the Trust of any such action shall not relieve the Trust from any liability except to the extent the Trust shall have been prejudiced by such failure, or from any liability that the Trust may have to the Covered Person against whom such action is brought by reason of any such untrue statement or omission, otherwise than on account of the Trust's indemnity agreement contained in this paragraph. The Trust 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 Trust and approved by EVD, which approval shall not be unreasonably withheld. In the event the Trust elects to assume the defense of any such suit and retain counsel of good standing approved by EVD, the defendant or defendants in such suit shall bear the fees and expenses of any additional counsel retained by any of them; but in case the Trust does not elect to assume the defense of any such suit or in case EVD reasonably does not approve of counsel chosen by the Trust, the Trust will reimburse the Covered Person named as defendant in such suit, for the fees and expenses of any counsel retained by EVD or it. The Trust's indemnification agreement contained in this paragraph and the Trust's representations and warranties in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Covered Persons, and shall survive the delivery of any Trust Interests. This agreement of indemnity will inure exclusively to Covered Persons and their successors. The Trust agrees to notify EVD promptly of the commencement of any litigation or proceedings against the Trust or any of its officers or Trustees in connection with the issue and sale of any Trust Interests.

1.7 EVD agrees to indemnify, defend and hold the Trust, its several officers and trustees, and any person who controls the Trust within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (for purposes of this paragraph 1.7, collectively, "Covered Persons") free and harmless from and against any and all claims, demands, liabilities and expenses (including the costs of investigating or defending such claims, demands, liabilities and any counsel fees incurred in connection therewith) that Covered Persons may incur under the 1933 Act, the 1934 Act or common law or otherwise, but only to the extent that such liability or expense incurred by a Covered Person resulting

from such claims or demands shall arise out of or be based on any untrue statement of a material fact contained in information furnished in writing by EVD in its capacity as Placement Agent to the Trust for use in the answers to any of the items of any registration statement or in any statements in any other Offering Material or shall arise out of or be based on any omission to state a material fact in connection with such information furnished in writing by EVD to the Trust required to be stated in such answers or necessary to make such information not misleading. EVD shall be notified of any action brought against a Covered Person, such notification to be given by a writing addressed to EVD at 24 Federal Street, Boston, Massachusetts 02110, promptly after the summons or other first legal process shall have been duly and completely served upon such Covered Person. EVD shall have the right of first control of the defense of the action with counsel of its own choosing satisfactory to the Trust if such action is based solely on such alleged misstatement or omission on EVD's part, and in any other event each Covered Person shall have the right to participate in the defense or preparation of the defense of any such action. The failure to so notify EVD of any such action shall not relieve EVD from any liability except to the extent the Trust shall have been prejudiced by such failure, or from any liability that EVD may have to Covered Persons by reason of any such untrue or alleged untrue statement, or omission or alleged omission, otherwise than on account of EVD's indemnity agreement contained in this paragraph.

1.8 No Trust Interests shall be offered by either EVD or the Trust under any of the provisions of this Agreement and no orders for the purchase or sale of Trust Interests hereunder shall be accepted by the Trust if and so long as the effectiveness of the registration statement or any necessary amendments thereto shall be suspended under any of the provisions of the 1933 Act or the 1940 Act; provided, however, that nothing contained in this paragraph shall in any way restrict or have an application to or bearing on the Trust's obligation to redeem Trust Interests from any investor in accordance with the provisions of the Trust's registration statement or Declaration of Trust, as amended from time to time.

1.9 The Trust agrees to advise EVD as soon as reasonably practical by a notice in writing delivered to EVD or its counsel:

(a) of any request by the Commission for amendments to the registration statement then in effect or for additional information;

(b) in the event of the issuance by the Commission of any stop order suspending the effectiveness of the registration statement then in effect or the initiation by service of process on the Trust of any proceeding for that purpose;

(c) of the happening of any event that makes untrue any statement of a material fact made in the registration statement then in effect or that requires the making of a change in such registration statement in order to make the statements therein not misleading; and

(d) of all action of the Commission with respect to any amendment to any registration statement that may from time to time be filed with the Commission.

For purposes of this paragraph 1.9, informal requests by or acts of the Staff of the Commission shall not be deemed actions of or requests by the Commission.

1.10 EVD agrees on behalf of itself and its employees to treat confidentially and as proprietary information of the Trust all records and other information not otherwise publicly available relative to the Trust and its prior, present or potential investors and not to use such records and information for any purpose other than performance of its responsibilities and duties hereunder, except after prior notification to and approval in writing by the Trust, which approval shall not be unreasonably withheld and may not be withheld where EVD may be exposed to civil or criminal contempt proceedings for failure to comply, when requested to divulge such information by duly constituted authorities, or when so requested by the Trust.

2. Duration and Termination of this Agreement.

This Agreement shall become effective upon the date of its execution, and, unless terminated as herein provided, shall remain in full force and effect through and including February 28, 1997 and shall continue in full force and effect indefinitely thereafter, but only so long as such continuance after February 28, 1997 is specifically approved at least annually (i) by the Board of Trustees of the Trust or by vote of a majority of the outstanding voting securities of the Trust and (ii) by the vote of a majority of those Trustees of the Trust who are not interested persons of EVD or the Trust cast in person at a meeting called for the purpose of voting on such approval.

Either party hereto may, at any time on sixty (60) days' prior written notice to the other, terminate this agreement without the payment of any penalty, by action of Trustees of the Trust or the Directors of EVD, as the case may be, and the Trust may, at any time upon such written notice to EVD, terminate this Agreement by vote of a majority of the outstanding voting securities of the Trust. This Agreement shall terminate automatically in the event of its assignment.

3. Representations and Warranties.

EVD and the Trust each hereby represents and warrants to the other that it has all requisite authority to enter into, execute, deliver and perform its obligations under this Agreement and that, with respect to it, this Agreement is legal, valid and binding, and enforceable in accordance with its terms.

4. Limitation of Liability.

EVD expressly acknowledges the provision in the Declaration of Trust of the Trust (Sections 5.2 and 5.6) limiting the personal liability of the Trustees and officers of the Trust, and EVD hereby agrees that it shall have recourse to the Trust for payment of claims or obligations as between the Trust and EVD arising out of this Agreement and shall not seek satisfaction from any Trustee or officer of the Trust.

5. Certain Definitions.

The terms "assignment" and "interested persons" when used herein shall have the respective meanings specified in the Investment Company Act of 1940 as now in effect or as hereafter amended subject, however, to such exemptions as may be granted by the Securities and Exchange Commission by any rule, regulation or order. The term "vote of a majority of the outstanding voting securities" shall mean the vote, at a meeting of Holders, of the lesser of (a) 67 per centum or more of the Interests in the Trust present or represented by proxy at the meeting if the Holders of more than 50 per centum of the outstanding Interests in the Trust are present or represented by proxy at the meeting, or (b) more than 50 per centum of the outstanding Interests in the Trust. The terms "Holders" and "Interests" when used herein shall have the respective meanings specified in the Declaration of Trust of the Trust.

6. Concerning Applicable Provisions of Law, etc.

This Agreement shall be subject to all applicable provisions of law, including the applicable provisions of the 1940 Act and to the extent that any provisions herein contained conflict with any such applicable provisions of law, the latter shall control.

The laws of the Commonwealth of Massachusetts shall, except to the extent that any applicable provisions of federal law shall be controlling, govern the construction, validity and effect of this Agreement, without reference to principles of conflicts of law.

If the contract set forth herein is acceptable to you, please so indicate by executing the enclosed copy of this Agreement and returning the same to the undersigned, whereupon this Agreement shall constitute a binding contract between the parties hereto effective at the closing of business on the date hereof.

Yours very truly,

INFORMATION AGE PORTFOLIO

By: /s/ James B. Hawkes
President

Accepted:

EATON VANCE DISTRIBUTORS, INC.

By: Wharton P. Whitaker
President

CUSTODIAN AGREEMENT
between
INFORMATION AGE PORTFOLIO
and
INVESTORS BANK & TRUST COMPANY

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CUSTODIAN AGREEMENT

This Agreement is made between the Information Age Portfolio (hereinafter called the "Trust"), a New York trust having its principal place of business in George Town, Grand Cayman, Cayman Islands, BWI, and Investors Bank & Trust Company (hereinafter called "Bank", "Custodian" and "Agent"), a trust company established under the laws of Massachusetts with a principal place of business in Boston, Massachusetts.

Whereas, the Trust is registered under the Investment Company Act of 1940 and has appointed the Bank to act as Custodian of its property and to perform certain duties as its Agent, as more fully hereinafter set forth; and

Whereas, the Bank is willing and able to act as the Trust's Custodian and Agent, subject to and in accordance with the provisions hereof;

Now, therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, the Trust and the Bank agree as follows:

1. Definitions

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

- (a) "Board" shall mean the board of trustees of the Trust.
- (b) "The Depository Trust Company", a clearing agency registered with the U.S.

Securities and Exchange Commission under Section 17A of the Securities Exchange Act of 1934 which acts as a securities depository and which has been specifically approved as a securities depository for the Trust by the Board.

- (c) "Participants Trust Company", a clearing agency registered with the U.S. Securities and Exchange Commission under Section 17A of the Securities Exchange Act of 1934 which acts as a securities depository and which has been specifically approved as a securities depository for the Trust by the Board.
- (d) "Approved Clearing Agency" shall mean any other domestic clearing agency registered with the U.S. Securities and Exchange Commission under Section 17A of the Securities Exchange Act of 1934 which acts as a securities depository.
- (e) "Federal Book-Entry System" shall mean the book-entry system referred to in Rule 17f-4(b) under the Investment Company Act of 1940 for United States and federal agency securities (i.e., as provided in Subpart O of Treasury Circular No. 300, 31 CFR 306, Subpart B of 31 CFR Part 350, and the book-entry regulations of federal agencies substantially in the form of Subpart O).
- (f) "Approved Foreign Securities Depository" shall mean a non-U.S. securities depository or clearing agency referred to in Rule 17f-4 under the Investment Company Act of 1940 for non-U.S. securities.
- (g) "Approved Book-Entry System for Commercial Paper" shall mean a system maintained by the Custodian or by a subcustodian employed pursuant to Section 2 hereof for the holding of commercial paper in book-entry form.
- (h) The Custodian shall be deemed to have received "proper instructions" in respect of any of the matters referred to in this Agreement upon receipt of written or facsimile instructions signed by such one or more person or persons as the Board shall have from time to time authorized to give the particular class of instructions in question. Different persons may be authorized to give instructions for different purposes. A certified copy of a resolution of the Board may be received and accepted by the Custodian as conclusive evidence of the authority of any such person to act and may be considered as in full force and effect until receipt of written notice to the contrary. Such instructions may be general or specific in terms and, where appropriate, may be standing instructions. Unless the resolution delegating authority to any person or persons to give a particular class of instructions specifically requires that the approval of any person, persons or committee shall first have been obtained before the Custodian may act on instructions of that class, the Custodian shall be under no obligation to question the right of the person or persons giving such instructions in so doing. Oral instructions will be considered proper instructions if the Custodian reasonably believes them to have been given by a person authorized to give such instructions with respect to the transaction involved. The Trust shall cause all oral instructions to be confirmed in

writing. The Trust authorizes the Custodian to tape record any and all telephonic or other oral instructions given to the Custodian. Upon receipt of a certificate signed by two officers of the Trust as to the authorization by the President and the Treasurer of the Trust accompanied by a detailed description of the communication procedures approved by the President and the Treasurer of the Trust, "proper instructions" may also include communications effected directly between electromechanical or electronic devices provided that the President and Treasurer of the Trust and the Custodian are satisfied that such procedures afford adequate safeguards for the Trust's assets. In performing its duties generally, and more particularly in connection with the purchase, sale and exchange of securities made by or for the Trust, the Custodian may take cognizance of the provisions of the governing documents and registration statement of the Trust as the same may from time to time be in effect (and resolutions or proceedings of the holders of interests in the Trust or the Board), but, nevertheless, except as otherwise expressly provided herein, the Custodian may assume unless and until notified in writing to the contrary that so-called proper instructions received by it are not in conflict with or in any way contrary to any provisions of such governing documents and registration statement, or resolutions or proceedings of the holders of interests in the Trust or the Board.

- (i) "Trust" shall mean the Trust, as the context may require.
- (j) The term "Vote" when used with respect to the Board or the Holders of Interests in the Trust shall include a vote, resolution, consent, proceeding and other action taken by the Board or Holders in accordance with the Declaration of Trust or By-Laws of the Trust.

2. Employment of Custodian and Property to be Held by It

The Trust hereby appoints and employs the Bank as its Custodian and Agent in accordance with and subject to the provisions hereof, and the Bank hereby accepts such appointment and employment. The Trust agrees to deliver to the Custodian all securities, participation interests, cash and other assets owned by it, and all payments of income, payments of principal and capital distributions and adjustments received by it with respect to all securities and participation interests owned by the Trust from time to time, and the cash consideration received by it from time to time in exchange for an interest in the Trust or for an increase in such an interest. The Custodian shall not be responsible for any property of the Trust held by the Trust and not delivered by the Trust to the Custodian. The Trust will also deliver to the Bank from time to time copies of its currently effective declaration of trust, by-laws, registration statement and placement agent agreement with its placement agent, together with such resolutions, and other proceedings of the Trust as may be necessary for or convenient to the Bank in the performance of its duties hereunder.

The Custodian may from time to time employ one or more subcustodians to perform such acts and services upon such terms and conditions as shall be approved from time to time by the Board. Any such subcustodian so employed by

the Custodian shall be deemed to be the agent of the Custodian, and the Custodian shall remain primarily responsible for the securities, participation interests, moneys and other property of the Trust held by such subcustodian. Any non-U.S. subcustodian shall be a bank or trust company which is an eligible foreign custodian within the meaning of Rule 17f-5 under the Investment Company Act of 1940, and the non-U.S. custody arrangements shall be approved by the Board and shall be in accordance with and subject to the provisions of said Rule. For the purposes of this Agreement, any property of the Trust held by any such subcustodian (domestic or foreign) shall be deemed to be held by the Custodian under the terms of this Agreement.

3. Duties of the Custodian with Respect to Property of the Trust

A. Safekeeping and Holding of Property The Custodian shall keep safely all property of the Trust and on behalf of the Trust shall from time to time receive delivery of Trust property for safekeeping. The Custodian shall hold, earmark and segregate on its books and records for the account of the Trust all property of the Trust, including all securities, participation interests and other assets of the Trust (1) physically held by the Custodian, (2) held by any subcustodian referred to in Section 2 hereof or by any agent referred to in Paragraph K hereof, (3) held by or maintained in The Depository Trust Company or in Participants Trust Company or in an Approved Clearing Agency or in the Federal Book-Entry System or in an Approved Foreign Securities Depository, each of which from time to time is referred to herein as a "Securities System", and (4) held by the Custodian or by any subcustodian referred to in Section 2 hereof and maintained in any Approved Book-Entry System for Commercial Paper.

B. Delivery of Securities The Custodian shall release and deliver securities or participation interests owned by the Trust held (or deemed to be held) by the Custodian or maintained in a Securities System account or in an Approved Book-Entry System for Commercial Paper account only upon receipt of proper instructions, which may be continuing instructions when deemed appropriate by the parties, and only in the following cases:

1) Upon sale of such securities or participation interests for the the Trust, but only against receipt of payment therefor; if delivery is made in Boston or New York City, payment therefor shall be made in accordance with generally accepted clearing house procedures or by use of U.S. Federal Reserve Wire System procedures; if delivery is made elsewhere payment therefor shall be in accordance with the then current "street delivery" custom or in accordance with such procedures agreed to in writing from time to time by the parties hereto; if the sale is effected through a Securities System, delivery and payment therefor shall be made in accordance with the provisions of Paragraph L hereof; if the sale of commercial paper is to be effected through an Approved Book-Entry System for Commercial Paper, delivery and payment therefor shall be made in accordance with the provisions of Paragraph M hereof; if the securities are to be sold outside the United States, delivery of the securities for the account of the Trust may be made either (a) in advance of receipt of payment therefor in the absence of specific instructions to do so provided such actions are

consistent with local settlement practices and customs, subject to the Custodian's standard of care, or (b) in accordance with procedures agreed to in writing from time to time by the parties hereto; for the purposes of this subparagraph, the term "sale" shall include the disposition of a portfolio security (i) upon the exercise of an option written by the Trust and (ii) upon the failure by the Trust to make a successful bid with respect to a portfolio security, the continued holding of which is contingent upon the making of such a bid;

- 2) Upon the receipt of payment in connection with any repurchase agreement or reverse repurchase agreement relating to such securities and entered into by the Trust;
- 3) To the depository agent in connection with tender or other similar offers for portfolio securities of the Trust;
- 4) To the issuer thereof or its agent when such securities or participation interests are called, redeemed, retired or otherwise become payable; provided that, in any such case, the cash or other consideration is to be delivered to the Custodian or any subcustodian employed pursuant to Section 2 hereof;
- 5) To the issuer thereof, or its agent, for transfer into the name of the Trust or into the name of any nominee of the Custodian or into the name or nominee name of any agent appointed pursuant to Paragraph K hereof or into the name or nominee name of any subcustodian employed pursuant to Section 2 hereof; or for exchange for a different number of bonds, certificates or other evidence representing the same aggregate face amount or number of units; provided that, in any such case, the new securities or participation interests are to be delivered to the Custodian or any subcustodian employed pursuant to Section 2 hereof;
- 6) To the broker selling the same for examination in accordance with the "street delivery" custom; provided that the Custodian shall adopt such procedures as the Trust from time to time shall approve to ensure their prompt return to the Custodian by the broker in the event the broker elects not to accept them;
- 7) For exchange or conversion pursuant to any plan of merger, consolidation, recapitalization, reorganization or readjustment of the securities of the issuer of such securities, or pursuant to provisions for conversion of such securities, or pursuant to any deposit agreement; provided that, in any such case, the new securities and cash, if any, are to be delivered to the Custodian or any subcustodian employed pursuant to Section 2 hereof;
- 8) In the case of warrants, rights or similar securities, the surrender thereof in connection with the exercise of such warrants, rights or similar securities, or the surrender of interim receipts or temporary securities for definitive securities; provided that, in any such case, the new securities and cash, if any, are to be delivered to the Custodian or any subcustodian employed pursuant to Section 2 hereof;

- 9) For delivery in connection with any loans of securities made by the Trust (such loans to be made pursuant to the terms of the Trust's current registration statement), but only against receipt of adequate collateral as agreed upon from time to time by the Custodian and the Trust, which may be in the form of cash or obligations issued by the United States government, its agencies or instrumentalities; except that in connection with any securities loans for which collateral is to be credited to the Custodian's account in the book-entry system authorized by the U.S. Department of Treasury, the Custodian will not be held liable or responsible for the delivery of securities loaned by the Trust prior to the receipt of such collateral;
- 10) For delivery as security in connection with any borrowings by the Trust requiring a pledge or hypothecation of assets by the Trust (if then permitted under circumstances described in the current registration statement of the Trust), provided, that the securities shall be released only upon payment to the Custodian of the monies borrowed, except that in cases where additional collateral is required to secure a borrowing already made, further securities may be released for that purpose; upon receipt of proper instructions, the Custodian may pay any such loan upon redelivery to it of the securities pledged or hypothecated therefor and upon surrender of the note or notes evidencing the loan;
- 11) When required for delivery in connection with any reduction of or redemption of an interest in the Trust in accordance with the provisions of Paragraph J hereof;
- 12) For delivery in accordance with the provisions of any agreement between the Custodian (or a subcustodian employed pursuant to Section 2 hereof) and a broker-dealer registered under the Securities Exchange Act of 1934 and, if necessary, the Trust, relating to compliance with the rules of The Options Clearing Corporation or of any registered national securities exchange, or of any similar organization or organizations, regarding deposit or escrow or other arrangements in connection with options transactions by the Trust;
- 13) For delivery in accordance with the provisions of any agreement among the Trust, the Custodian (or a subcustodian employed pursuant to Section 2 hereof), and a futures commissions merchant, relating to compliance with the rules of the Commodity Futures Trading Commission and/or of any contract market or commodities exchange or similar organization, regarding futures margin account deposits or payments in connection with futures transactions by the Trust;
- 14) For any other proper corporate purpose, but only upon receipt of, in addition to proper instructions, a certified copy of a resolution of the Board specifying the securities to be delivered, setting forth the purpose for which such delivery is to be made, declaring such purpose to be proper corporate purpose, and naming the person or persons to whom delivery of such securities shall be made.

C. Registration of Securities Securities held by the Custodian (other than bearer securities) for the account of the Trust shall be registered in the name of the Trust or in the name of any nominee of the Trust or of any nominee of the Custodian, or in the name or nominee name of any agent appointed pursuant to Paragraph K hereof, or in the name or nominee name of any subcustodian employed pursuant to Section 2 hereof, or in the name or nominee name of The Depository Trust Company or Participants Trust Company or Approved Clearing Agency or Federal Book-Entry System or Approved Book-Entry System for Commercial Paper; provided, that securities are held in an account of the Custodian or of such agent or of such subcustodian containing only assets of the Trust or only assets held by the Custodian or such agent or such subcustodian as a custodian or subcustodian or in a fiduciary capacity for customers. All certificates for securities accepted by the Custodian or any such agent or subcustodian on behalf of the Trust shall be in "street" or other good delivery form or shall be returned to the selling broker or dealer who shall be advised of the reason thereof.

D. Bank Accounts The Custodian shall open and maintain a separate bank account or accounts in the name of the Trust, subject only to draft or order by the Custodian acting pursuant to the terms of this Agreement, and shall hold in such account or accounts, subject to the provisions hereof, all cash received by it from or for the account of the Trust other than cash maintained by the Trust in a bank account established and used in accordance with Rule 17f-3 under the Investment Company Act of 1940. Funds held by the Custodian for the Trust may be deposited by it to its credit as Custodian in the Banking Department of the Custodian or in such other banks or trust companies as the Custodian may in its discretion deem necessary or desirable; provided, however, that every such bank or trust company shall be qualified to act as a custodian under the Investment Company Act of 1940 and that each such bank or trust company and the funds to be deposited with each such bank or trust company shall be approved in writing by two officers of the Trust. Such funds shall be deposited by the Custodian in its capacity as Custodian and shall be subject to withdrawal only by the Custodian in that capacity.

E. Payment for Interests, or Increases in Interests, in the Trust The Custodian shall make appropriate arrangements with the Transfer Agent of the Trust to enable the Custodian to make certain it promptly receives the cash or other consideration due to the Trust for payment of interests in the Trust, or increases in such interests, in accordance with the governing documents and registration statement of the Trust. The Custodian will provide prompt notification to the Trust of any receipt by it of such payments.

F. Investment and Availability of U.S. Federal Funds Upon agreement between the Trust and the Custodian, the Custodian shall, upon the receipt of proper instructions, which may be continuing instructions when deemed appropriate by the parties, invest in such securities and instruments as may be set forth in such instructions on the same day as received all federal funds received after a time agreed upon between the Custodian and the Trust.

G. Collections The Custodian shall promptly collect all income and other payments with respect to registered securities held hereunder to which the Trust

shall be entitled either by law or pursuant to custom in the securities business, and shall promptly collect all income and other payments with respect to bearer securities if, on the date of payment by the issuer, such securities are held by the Custodian or agent thereof and shall credit such income, as collected, to the Trust's custodian account. The Custodian shall do all things necessary and proper in connection with such prompt collections and, without limiting the generality of the foregoing, the Custodian shall

- 1) Present for payment all coupons and other income items requiring presentations;
- 2) Present for payment all securities which may mature or be called, redeemed, retired or otherwise become payable;
- 3) Endorse and deposit for collection, in the name of the Trust, checks, drafts or other negotiable instruments;
- 4) Credit income from securities maintained in a Securities System or in an Approved Book-Entry System for Commercial Paper at the time funds become available to the Custodian; in the case of securities maintained in The Depository Trust Company funds shall be deemed available to the Trust not later than the opening of business on the first business day after receipt of such funds by the Custodian. The Custodian shall notify the Trust as soon as reasonably practicable whenever income due on any security is not promptly collected. In any case in which the Custodian does not receive any due and unpaid income after it has made demand for the same, it shall immediately so notify the Trust in writing, enclosing copies of any demand letter, any written response thereto, and memoranda of all oral responses thereto and to telephonic demands, and await instructions from the Trust; the Custodian shall in no case have any liability for any nonpayment of such income provided the Custodian meets the standard of care set forth in Section 8 hereof. The Custodian shall not be obligated to take legal action for collection unless and until reasonably indemnified to its satisfaction.

The Custodian shall also receive and collect all stock dividends, rights and other items of like nature, and deal with the same pursuant to proper instructions relative thereto.

H. Payment of Trust Monies Upon receipt of proper instructions, which may be continuing instructions when deemed appropriate by the parties, the Custodian shall pay out monies of the Trust in the following cases only:

1) Upon the purchase of securities, participation interests, options, futures contracts, forward contracts and options on futures contracts purchased for the account of the Trust but only (a) against the receipt of

(i) such securities registered as provided in Paragraph C hereof or in proper form for transfer or

(ii) detailed instructions signed by an officer of the Trust regarding the participation interests to be purchased or

(iii) written confirmation of the purchase by the Trust of the options, futures contracts, forward contracts or options on futures contracts by the Custodian (or by a subcustodian employed pursuant to Section 2 hereof or by a clearing corporation of a national securities exchange of which the Custodian is a member or by any bank, banking institution or trust company doing business in the United States or abroad which is qualified under the Investment Company Act of 1940 to act as a custodian and which has been designated by the Custodian as its agent for this purpose or by the agent specifically designated in such instructions as representing the purchasers of a new issue of privately placed securities); (b) in the case of a purchase effected through a Securities System, upon receipt of the securities by the Securities System in accordance with the conditions set forth in Paragraph L hereof; (c) in the case of a purchase of commercial paper effected through an Approved Book-Entry System for Commercial Paper, upon receipt of the paper by the Custodian or subcustodian in accordance with the conditions set forth in Paragraph M hereof; (d) in the case of repurchase agreements entered into between the Trust and another bank or a broker-dealer, against receipt by the Custodian of the securities underlying the repurchase agreement either in certificate form or through an entry crediting the Custodian's segregated, non-proprietary account at the Federal Reserve Bank of Boston with such securities along with written evidence of the agreement by the bank or broker-dealer to repurchase such securities from the Trust; or (e) in the case of securities purchased outside the United States, the Custodian may make payment therefor either (i) in advance of receipt of such securities in the absence of specific instructions to do so provided such actions are consistent with local settlement practices and customs, subject to the Custodian's standard of care, or (ii) in accordance with procedures agreed to in writing from time to time by the parties hereto;

2) When required in connection with the conversion, exchange or surrender of securities owned by the Trust as set forth in Paragraph B hereof;

3) When required for the reduction or redemption of an interest in the Trust in accordance with the provisions of Paragraph J hereof;

4) For the payment of any expense or liability incurred by the Trust, including but not limited to the following payments for the account of the Trust: advisory fees, interest, taxes, management compensation and expenses, accounting, transfer agent and legal fees, and other operating expenses of the Trust whether or not such expenses are to be in whole or part capitalized or treated as deferred expenses; and

5) For distributions or payments to Holders of Interest of the Trust.

6) For any other proper corporate purpose, but only upon receipt of, in addition to proper instructions, a certified copy of a resolution of the Board, specifying the amount of such payment, setting forth the purpose for which such payment is to be made, declaring such purpose to be a proper corporate purpose, and naming the person or persons to whom such payment is to be made.

I. Liability for Payment in Advance of Receipt of Securities Purchased In

any and every case where payment for purchase of securities for the account of the Trust is made by the Custodian in advance of receipt of the securities purchased in the absence of specific written instructions signed by two officers of the Trust to so pay in advance, the Custodian shall be absolutely liable to the Trust for such securities to the same extent as if the securities had been received by the Custodian; except that in the case of a repurchase agreement entered into by the Trust with a bank which is a member of the Federal Reserve System, the Custodian may transfer funds to the account of such bank prior to the receipt of (i) the securities in certificate form subject to such repurchase agreement or (ii) written evidence that the securities subject to such repurchase agreement have been transferred by book-entry into a segregated non-proprietary account of the Custodian maintained with the Federal Reserve Bank of Boston or (iii) the safekeeping receipt, provided that such securities have in fact been so transferred by book-entry and the written repurchase agreement is received by the Custodian in due course; and except that if the securities are to be purchased outside the United States, payment may be made in accordance with procedures agreed to in writing from time to time by the parties hereto. Notwithstanding any other provision in this Agreement to the contrary, where securities are purchased or sold outside the United States, delivery of securities for the account of the Trust may be made by the Custodian in advance of receipt of payment for the securities sold, and the Custodian may pay for securities in advance of receipt of the securities purchased for the account of the Trust, in the absence of specific instructions to do so provided such actions are consistent with local settlement practices and customs, subject to the Custodian's standard of care.

J. Payments for Reductions or Redemptions of Interests in the Trust From such funds as may be available for the purpose, but subject to any applicable resolutions of the Board and the current procedures of the Trust, the Custodian shall, upon receipt of written instructions from the Trust or from the Trust's transfer agent make funds and/or portfolio securities available for payment to holders of interest in the Trust which have caused the amount of their interests to be reduced, or for their interest to be redeemed.

K. Appointment of Agents by the Custodian The Custodian may at any time or times in its discretion appoint (and may at any time remove) any other bank or trust company (provided such bank or trust company is itself qualified under the Investment Company Act of 1940 to act as a custodian or is itself an eligible foreign custodian within the meaning of Rule 17f-5 under said Act) as the agent of the Custodian to carry out such of the duties and functions of the Custodian described in this Section 3 as the Custodian may from time to time direct; provided, however, that the appointment of any such agent shall not relieve the Custodian of any of its responsibilities or liabilities hereunder, and as between the Trust and the Custodian the Custodian shall be fully responsible for the acts and omissions of any such agent. For the purposes of this Agreement, any property of the Trust held by any such agent shall be deemed to be held by the Custodian hereunder.

L. Deposit of Trust Portfolio Securities in Securities Systems The Custodian may deposit and/or maintain securities owned by the Trust

- (1) in The Depository Trust Company;
- (2) in Participants Trust Company;
- (3) in any other Approved Clearing Agency;
- (4) in the Federal Book-Entry System; or
- (5) in an Approved Foreign Securities Depository

in each case only in accordance with applicable Federal Reserve Board and Securities and Exchange Commission rules and regulations, and at all times subject to the following provisions:

(a) The Custodian may (either directly or through one or more subcustodians employed pursuant to Section 2 keep securities of the Trust in a Securities System provided that such securities are maintained in a non-proprietary account ("Account") of the Custodian or such subcustodian in the Securities System which shall not include any assets of the Custodian or such subcustodian or any other person other than assets held by the Custodian or such subcustodian as a fiduciary, custodian, or otherwise for its customers.

(b) The records of the Custodian with respect to securities of the Trust which are maintained in a Securities System shall identify by book-entry those securities belonging to the Trust, and the Custodian shall be fully and completely responsible for maintaining a recordkeeping system capable of accurately and currently stating the Trust's holdings maintained in each such Securities System.

(c) The Custodian shall pay for securities purchased in book-entry form for the account of the Trust only upon (i) receipt of notice or advice from the Securities System that such securities have been transferred to the Account, and (ii) the making of an entry on the records of the Custodian to reflect such payment and transfer for the account of the Trust; except that when such securities are purchased outside the United States, payment therefor may be made by the Custodian in advance of receipt of such notice or advice and the making of such entry in the absence of specific instructions to do so provided such actions are consistent with local settlement practices and customs, subject to the Custodian's standard of care. The Custodian shall transfer securities sold for the account of the Trust only upon (i) receipt of notice or advice from the Securities System that payment for such securities has been transferred to the Account, and (ii) the making of an entry on the records of the Custodian to reflect such transfer and payment for the account of the Trust; except that when such securities are sold outside the United States, transfer thereof may be made by the Custodian in advance of receipt of such notice or advice and the making of such entry in the absence of specific instructions to do so provided such actions are consistent with local settlement practices and customs, subject to the Custodian's standard of care. Copies of all notices or advices from the Securities System of transfers of securities for the account of the Trust shall identify the Trust, be maintained for the Trust by the Custodian and be promptly provided to the Trust at its request. The Custodian shall promptly send to the

Trust confirmation of each transfer to or from the account of the Trust in the form of a written advice or notice of each such transaction, and shall furnish to the Trust copies of daily transaction sheets reflecting each day's transactions in the Securities System for the account of the Trust on the next business day.

(d) The Custodian shall promptly send to the Trust any report or other communication received or obtained by the Custodian relating to the Securities System's accounting system, system of internal accounting controls or procedures for safeguarding securities deposited in the Securities System; the Custodian shall promptly send to the Trust any report or other communication relating to the Custodian's internal accounting controls and procedures for safeguarding securities deposited in any Securities System; and the Custodian shall ensure that any agent appointed pursuant to Paragraph K hereof or any subcustodian employed pursuant to Section 2 hereof shall promptly send to the Trust and to the Custodian any report or other communication relating to such agent's or subcustodian's internal accounting controls and procedures for safeguarding securities deposited in any Securities System. The Custodian's books and records relating to the Trust's participation in each Securities System will at all times during regular business hours be open to the inspection of the Trust's authorized officers, employees or agents.

(e) The Custodian shall not act under this Paragraph L in the absence of receipt of a certificate of an officer of the Trust that the Board has approved the use of a particular Securities System; the Custodian shall also obtain appropriate assurance from the officers of the Trust that the Board has annually reviewed the continued use by the Trust of each Securities System, and the Trust shall promptly notify the Custodian if the use of a Securities System is to be discontinued; at the request of the Trust, the Custodian will terminate the use of any such Securities System as promptly as practicable.

(f) Anything to the contrary in this Agreement notwithstanding, the Custodian shall be liable to the Trust for any loss or damage to the Trust resulting from use of the Securities System by reason of any negligence, misfeasance or misconduct of the Custodian or any of its agents or subcustodians or of any of its or their employees or from any failure of the Custodian or any such agent or subcustodian to enforce effectively such rights as it may have against the Securities System or any other person; at the election of the Trust, it shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against the Securities System or any other person which the Custodian may have as a consequence of any such loss or damage if and to the extent that the Trust has not been made whole for any such loss or damage.

M. Deposit of Trust Commercial Paper in an Approved Book-Entry System for Commercial Paper Upon receipt of proper instructions with respect to each issue of direct issue commercial paper purchased by the Trust, the Custodian may deposit and/or maintain direct issue commercial paper owned by the Trust in any Approved Book-Entry System for Commercial Paper, in each case only in accordance with applicable Securities and Exchange Commission rules, regulations, and no-action correspondence, and at all times subject to the following provisions:

(a) The Custodian may (either directly or through one or more subcustodians employed pursuant to Section 2) keep commercial paper of the Trust in an Approved Book-Entry System for Commercial Paper, provided that such paper is issued in book entry form by the Custodian or subcustodian on behalf of an issuer with which the Custodian or subcustodian has entered into a book-entry agreement and provided further that such paper is maintained in a non-proprietary account ("Account") of the Custodian or such subcustodian in an Approved Book-Entry System for Commercial Paper which shall not include any assets of the Custodian or such subcustodian or any other person other than assets held by the Custodian or such subcustodian as a fiduciary, custodian, or otherwise for its customers.

(b) The records of the Custodian with respect to commercial paper of the Trust which is maintained in an Approved Book-Entry System for Commercial Paper shall identify by book-entry each specific issue of commercial paper purchased by the Trust which is included in the System and shall at all times during regular business hours be open for inspection by authorized officers, employees or agents of the Trust. The Custodian shall be fully and completely responsible for maintaining a recordkeeping system capable of accurately and currently stating the Trust's holdings of commercial paper maintained in each such System.

(c) The Custodian shall pay for commercial paper purchased in book-entry form for the account of the Trust only upon contemporaneous (i) receipt of notice or advice from the issuer that such paper has been issued, sold and transferred to the Account, and (ii) the making of an entry on the records of the Custodian to reflect such purchase, payment and transfer for the account of the Trust. The Custodian shall transfer such commercial paper which is sold or cancel such commercial paper which is redeemed for the account of the Trust only upon contemporaneous (i) receipt of notice or advice that payment for such paper has been transferred to the Account, and (ii) the making of an entry on the records of the Custodian to reflect such transfer or redemption and payment for the account of the Trust. Copies of all notices, advices and confirmations of transfers of commercial paper for the account of the Trust shall identify the Trust, be maintained for the Trust by the Custodian and be promptly provided to the Trust at its request. The Custodian shall promptly send to the Trust confirmation of each transfer to or from the account of the Trust in the form of a written advice or notice of each such transaction, and shall furnish to the Trust copies of daily transaction sheets reflecting each day's transactions in the System for the account of the Trust on the next business day.

(d) The Custodian shall promptly send to the Trust any report or other communication received or obtained by the Custodian relating to each System's accounting system, system of internal accounting controls or procedures for safeguarding commercial paper deposited in the System; the Custodian shall promptly send to the Trust any report or other communication relating to the Custodian's internal accounting controls and procedures for safeguarding commercial paper deposited in any Approved Book-Entry System for Commercial Paper; and the Custodian shall ensure that any agent appointed pursuant to Paragraph K hereof or any subcustodian employed pursuant to Section 2 hereof shall promptly send to the Trust and to the Custodian any report or other communication relating to such agent's or subcustodian's internal accounting

controls and procedures for safeguarding securities deposited in any Approved Book-Entry System for Commercial Paper.

(e) The Custodian shall not act under this Paragraph M in the absence of receipt of a certificate of an officer of the Trust that the Board has approved the use of a particular Approved Book-Entry System for Commercial Paper; the Custodian shall also obtain appropriate assurance from the officers of the Trust that the Board has annually reviewed the continued use by the Trust of each Approved Book-Entry System for Commercial Paper, and the Trust shall promptly notify the Custodian if the use of an Approved Book-Entry System for Commercial Paper is to be discontinued; at the request of the Trust, the Custodian will terminate the use of any such System as promptly as practicable.

(f) The Custodian (or subcustodian, if the Approved Book-Entry System for Commercial Paper is maintained by the subcustodian) shall issue physical commercial paper or promissory notes whenever requested to do so by the Trust or in the event of an electronic system failure which impedes issuance, transfer or custody of direct issue commercial paper by book-entry.

(g) Anything to the contrary in this Agreement notwithstanding, the Custodian shall be liable to the Trust for any loss or damage to the Trust resulting from use of any Approved Book-Entry System for Commercial Paper by reason of any negligence, misfeasance or misconduct of the Custodian or any of its agents or subcustodians or of any of its or their employees or from any failure of the Custodian or any such agent or subcustodian to enforce effectively such rights as it may have against the System, the issuer of the commercial paper or any other person; at the election of the Trust, it shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against the System, the issuer of the commercial paper or any other person which the Custodian may have as a consequence of any such loss or damage if and to the extent that the Trust has not been made whole for any such loss or damage.

N. Segregated Account The Custodian shall upon receipt of proper instructions establish and maintain a segregated account or accounts for and on behalf of the Trust, into which account or accounts may be transferred cash and/or securities, including securities maintained in an account by the Custodian pursuant to Paragraph L hereof, (i) in accordance with the provisions of any agreement among the Trust, the Custodian and any registered broker-dealer (or any futures commission merchant), relating to compliance with the rules of the Options Clearing Corporation and of any registered national securities exchange (or of the Commodity Futures Trading Commission or of any contract market or commodities exchange), or of any similar organization or organizations, regarding escrow or deposit or other arrangements in connection with transactions by the Trust, (ii) for purposes of segregating cash or U.S. Government securities in connection with options purchased, sold or written by the Trust or futures contracts or options thereon purchased or sold by the Trust, (iii) for the purposes of compliance by the Trust with the procedures required by Investment Company Act Release No. 10666, or any subsequent release or releases of the Securities and Exchange Commission relating to the maintenance of segregated accounts by registered investment companies and (iv)

for other proper purposes, but only, in the case of clause (iv), upon receipt of, in addition to proper instructions, a certificate signed by two officers of the Trust, setting forth the purpose such segregated account and declaring such purpose to be a proper purpose.

O. Ownership Certificates for Tax Purposes The Custodian shall execute ownership and other certificates and affidavits for all federal and state tax purposes in connection with receipt of income or other payments with respect to securities of the Trust held by it and in connection with transfers of securities.

P. Proxies The Custodian shall, with respect to the securities held by it hereunder, cause to be promptly delivered to the Trust all forms of proxies and all notices of meetings and any other notices or announcements or other written information affecting or relating to the securities, and upon receipt of proper instructions shall execute and deliver or cause its nominee to execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote upon any of the securities or execute any proxy to vote thereon or give any consent or take any other action with respect thereto (except as otherwise herein provided) unless ordered to do so by proper instructions.

Q. Communications Relating to Trust Portfolio Securities The Custodian shall deliver promptly to the Trust all written information (including, without limitation, pendency of call and maturities of securities and participation interests and expirations of rights in connection therewith and notices of exercise of call and put options written by the Trust and the maturity of futures contracts purchased or sold by the Trust) received by the Custodian from issuers and other persons relating to the securities and participation interests being held for the Trust. With respect to tender or exchange offers, the Custodian shall deliver promptly to the Trust all written information received by the Custodian from issuers and other persons relating to the securities and participation interests whose tender or exchange is sought and from the party (or his agents) making the tender or exchange offer.

R. Exercise of Rights; Tender Offers In the case of tender offers, similar offers to purchase or exercise rights (including, without limitation, pendency of calls and maturities of securities and participation interests and expirations of rights in connection therewith and notices of exercise of call and put options and the maturity of futures contracts) affecting or relating to securities and participation interests held by the Custodian under this Agreement, the Custodian shall have responsibility for promptly notifying the Trust of all such offers in accordance with the standard of reasonable care set forth in Section 8 hereof. For all such offers for which the Custodian is responsible as provided in this Paragraph R, the Trust shall have responsibility for providing the Custodian with all necessary instructions in timely fashion. Upon receipt of proper instructions, the Custodian shall timely deliver to the issuer or trustee thereof, or to the agent of either, warrants, puts, calls, rights or similar securities for the purpose of being exercised or sold upon proper receipt therefor and upon receipt of assurances satisfactory to the Custodian that the new securities and cash, if any, acquired by such action are

to be delivered to the Custodian or any subcustodian employed pursuant to Section 2 hereof. Upon receipt of proper instructions, the Custodian shall timely deposit securities upon invitations for tenders of securities upon proper receipt therefor and upon receipt of assurances satisfactory to the Custodian that the consideration to be paid or delivered or the tendered securities are to be returned to the Custodian or subcustodian employed pursuant to Section 2 hereof. Notwithstanding any provision of this Agreement to the contrary, the Custodian shall take all necessary action, unless otherwise directed to the contrary by proper instructions, to comply with the terms of all mandatory or compulsory exchanges, calls, tenders, redemptions, or similar rights of security ownership, and shall thereafter promptly notify the Trust in writing of such action.

S. Depository Receipts The Custodian shall, upon receipt of proper instructions, surrender or cause to be surrendered foreign securities to the depository used by an issuer of American Depository Receipts or International Depository Receipts (hereinafter collectively referred to as "ADRs") for such securities, against a written receipt therefor adequately describing such securities and written evidence satisfactory to the Custodian that the depository has acknowledged receipt of instructions to issue with respect to such securities ADRs in the name of a nominee of the Custodian or in the name or nominee name of any subcustodian employed pursuant to Section 2 hereof, for delivery to the Custodian or such subcustodian at such place as the Custodian or such subcustodian may from time to time designate. The Custodian shall, upon receipt of proper instructions, surrender ADRs to the issuer thereof against a written receipt therefor adequately describing the ADRs surrendered and written evidence satisfactory to the Custodian that the issuer of the ADRs has acknowledged receipt of instructions to cause its depository to deliver the securities underlying such ADRs to the Custodian or to a subcustodian employed pursuant to Section 2 hereof.

T. Interest Bearing Call or Time Deposits The Custodian shall, upon receipt of proper instructions, place interest bearing fixed term and call deposits with the banking department of such banking institution (other than the Custodian) and in such amounts as the Trust may designate. Deposits may be denominated in U.S. Dollars or other currencies. The Custodian shall include in its records with respect to the assets of the Trust appropriate notation as to the amount and currency of each such deposit, the accepting banking institution and other appropriate details and shall retain such forms of advice or receipt evidencing the deposit, if any, as may be forwarded to the Custodian by the banking institution. Such deposits shall be deemed portfolio securities of the Trust for the purposes of this Agreement, and the Custodian shall be responsible for the collection of income from such accounts and the transmission of cash to and from such accounts.

U. Options, Futures Contracts and Foreign Currency Transactions

1. Options The Custodian shall, upon receipt of proper instructions and in accordance with the provisions of any agreement between the Custodian, any registered broker-dealer and, if necessary, the Trust, relating to compliance with the rules of the Options Clearing Corporation or of any registered national

securities exchange or similar organization or organizations, receive and retain confirmations or other documents, if any, evidencing the purchase or writing of an option on a security or securities index or other financial instrument or index by the Trust; deposit and maintain in a segregated account for the Trust, either physically or by book-entry in a Securities System, securities subject to a covered call option written by the Trust; and release and/or transfer such securities or other assets only in accordance with a notice or other communication evidencing the expiration, termination or exercise of such covered option furnished by the Options Clearing Corporation, the securities or options exchange on which such covered option is traded or such other organization as may be responsible for handling such options transactions. The Custodian and the broker-dealer shall be responsible for the sufficiency of assets held in the Trust's segregated account in compliance with applicable margin maintenance requirements.

2. Futures Contracts The Custodian shall, upon receipt of proper instructions, receive and retain confirmations and other documents, if any, evidencing the purchase or sale of a futures contract or an option on a futures contract by the Trust; deposit and maintain in a segregated account, for the benefit of any futures commission merchant, assets designated by the Trust as initial, maintenance or variation "margin" deposits (including mark-to-market payments) intended to secure the Trust's performance of its obligations under any futures contracts purchased or sold or any options on futures contracts written by the Trust, in accordance with the provisions of any agreement or agreements among the Trust, the Custodian and such futures commission merchant, designed to comply with the rules of the Commodity Futures Trading Commission and/or of any contract market or commodities exchange or similar organization regarding such margin deposits or payments; and release and/or transfer assets in such margin accounts only in accordance with any such agreements or rules. The Custodian and the futures commission merchant shall be responsible for the sufficiency of assets held in the segregated account in compliance with the applicable margin maintenance and mark-to-market payment requirements.

3. Foreign Exchange Transactions The Custodian shall, pursuant to proper instructions, enter into or cause a subcustodian to enter into currency exchange contracts or options to purchase and sell non-U.S. currencies for spot and future delivery on behalf and for the account of the Trust. Such transactions may be undertaken by the Custodian or subcustodian with such banking or financial institutions or other currency brokers, as set forth in proper instructions. Currency exchange contracts and options shall be deemed to be portfolio securities of the Trust; and accordingly, the responsibility of the Custodian therefor shall be the same as and no greater than the Custodian's responsibility in respect of other portfolio securities of the Trust. The Custodian shall be responsible for the transmittal to and receipt of cash from the currency broker or banking or financial institution with which the contract or option is made, the maintenance of proper records with respect to the transaction and the maintenance of any segregated account required in connection with the transaction. The Custodian shall have no duty with respect to the selection of the currency brokers or banking or financial institutions with which the Trust deals or for their failure to comply with the terms of any contract or option. Without limiting the foregoing, it is agreed that upon

receipt of proper instructions and insofar as funds are made available to the Custodian for the purpose, the Custodian may (if determined necessary by the Custodian to consummate a particular transaction on behalf and for the account of the Trust) make free outgoing payments of cash in the form of U.S. dollars or other currency before receiving confirmation of a currency exchange contract or confirmation that the countervalue currency completing the currency exchange contract has been delivered or received. The Custodian shall not be responsible for any costs and interest charges which may be incurred by the Trust or the Custodian as a result of the failure or delay of third parties to deliver currency exchange; provided that the Custodian shall nevertheless be held to the standard of care set forth in, and shall be liable to the Trust in accordance with, the provisions of Section 8.

V. Actions Permitted Without Express Authority The Custodian may in its discretion, without express authority from the Trust:

1) make payments to itself or others for minor expenses of handling securities or other similar items relating to its duties under this Agreement, provided, that all such payments shall be accounted for by the Custodian to the Treasurer of the Trust and shall be subject to subsequent approval by an officer of the Trust;

2) surrender securities in temporary form for securities in definitive form;

3) endorse for collection, in the name of the Trust, checks, drafts and other negotiable instruments; and

4) in general, attend to all nondiscretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the securities and property of the Trust except as otherwise directed by the Trust.

4. Records and Miscellaneous Duties

The Bank shall create, maintain and preserve all records relating to its activities and obligations under this Agreement in such manner as will meet the obligations of the Trust under the Investment Company Act of 1940, with particular attention to Section 31 thereof and Rules 31a-1 and 31a-2 thereunder, applicable U.S. federal and state tax laws and any other law or administrative rules or procedures which may be applicable to the Trust. All books of account and records maintained by the Bank in connection with the performance of its duties under this Agreement shall be the property of the Trust, shall at all times during the regular business hours of the Bank be open for inspection by authorized officers, employees or agents of the Trust, and in the event of termination of this Agreement shall be delivered to the Trust or to such other person or persons as shall be designated by the Trust. Disposition of any account or record after any required period of preservation shall be only in accordance with specific instructions received from the Trust. At the request of the Trustees or duly authorized agent of the Trust located outside the United States, The Bank shall assist generally in the preparation of reports to holders of interest in the Trust, to the Securities and Exchange Commission, including

Form N-SAR, and to others, audits of accounts, and other ministerial matters of like nature; and, upon request, shall furnish the Trust's auditors with an attested inventory of securities held with appropriate information as to securities in transit or in the process of purchase or sale and with such other information as said auditors may from time to time request. The Custodian shall also maintain records of all receipts, deliveries and locations of such securities, together with a current inventory thereof, and shall conduct periodic verifications (including sampling counts at the Custodian) of certificates representing bonds and other securities for which it is responsible under this Agreement in such manner as the Custodian shall determine from time to time to be advisable in order to verify the accuracy of such inventory. The Bank shall not disclose or use any books or records it has prepared or maintained by reason of this Agreement in any manner except as expressly authorized herein or directed by the Trust, and the Bank shall keep confidential any information obtained by reason of this Agreement.

5. Opinion of Trust's Independent Public Accountants

The Custodian shall take all reasonable action, as the Trust may from time to time request, to enable the Trust to obtain from year to year favorable opinions from the Trust's independent public accountants with respect to its activities hereunder in connection with the preparation of the Trust's registration statement and Form N-SAR or other periodic reports to the Securities and Exchange Commission and with respect to any other requirements of such Commission.

6. Compensation and Expenses of Bank

The Bank shall be entitled to reasonable compensation for its services as Custodian and Agent, as agreed upon from time to time between the Trust and the Bank. The Bank shall be entitled to receive from the Trust on demand reimbursement for its cash disbursements, expenses and charges, including counsel fees, in connection with its duties as Custodian and Agent hereunder, but excluding salaries and usual overhead expenses.

7. Responsibility of Bank

So long as and to the extent that it is in the exercise of reasonable care, the Bank as Custodian and Agent shall be held harmless in acting upon any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed by the proper party or parties.

The Bank as Custodian and Agent shall be entitled to rely on and may act upon advice of counsel (who may be counsel for the Trust) on all matters, and shall be without liability for any action reasonably taken or omitted pursuant to such advice.

The Bank as Custodian and Agent shall be held to the exercise of reasonable care in carrying out the provisions of this Agreement but shall be liable only for its own negligent or bad faith acts or failures to act. Notwithstanding the

foregoing, nothing contained in this paragraph is intended to nor shall it be construed to modify the standards of care and responsibility set forth in Section 2 hereof with respect to subcustodians and in subparagraph f of Paragraph L of Section 3 hereof with respect to Securities Systems and in subparagraph g of Paragraph M of Section 3 hereof with respect to an Approved Book-Entry System for Commercial Paper.

The Custodian shall be liable for the acts or omissions of a non-U.S. banking institution to the same extent as set forth with respect to subcustodians generally in Section 2 hereof, provided that, regardless of whether assets are maintained in the custody of a non-U.S. banking institution, a non-U.S. securities depository or a branch of a U.S. bank, the Custodian shall not be liable for any loss, damage, cost, expense, liability or claim resulting from, or caused by, the direction of or authorization by the Trust to maintain custody of any securities or cash of the Trust in other than the U.S. and Canada including, but not limited to, losses resulting from governmental actions and restrictions, nationalization, expropriation, currency restrictions, acts of war, civil war or terrorism, insurrection, revolution, military or usurped powers, nuclear fission, fusion or radiation, earthquake, storm or other disturbance of nature or acts of God.

If the Trust requires the Bank in any capacity to take any action with respect to securities, which action involves the payment of money or which action may, in the opinion of the Bank, result in the Bank or its nominee assigned to the Trust being liable for the payment of money or incurring liability of some other form, the Trust, as a prerequisite to requiring the Custodian to take such action, shall provide indemnity to the Custodian in an amount and form satisfactory to it.

8. Persons Having Access to Assets of the Trust

(i) No trustee, officer, employee or agent of the Trust shall have physical access to the assets of the Trust held by the Custodian or be authorized or permitted to withdraw any investments of the Trust, nor shall the Custodian deliver any assets of the Trust to any such person. No officer or director, employee or agent of the Custodian who holds any similar position with the Trust or the investment adviser or the administrator of the Trust shall have access to the assets of the Trust.

(ii) Access to assets of the Trust held hereunder shall only be available to duly authorized officers, employees, representatives or agents of the Custodian or other persons or entities for whose actions the Custodian shall be responsible to the extent permitted hereunder, or to the Trust's independent public accountants in connection with their auditing duties performed on behalf of the Trust.

(iii) Nothing in this Section 8 shall prohibit any officer, employee or agent of the Trust or of the investment adviser of the Trust from giving instructions to the Custodian or executing a certificate so long as it does not result in delivery of or access to assets of the Trust prohibited by paragraph (i) of this Section 8.

9. Effective Period, Termination and Amendment; Successor Custodian

This Agreement shall become effective as of its execution, shall continue in full force and effect until terminated as hereinafter provided, may be amended at any time by mutual agreement of the parties hereto and may be terminated by either party by an instrument in writing delivered or mailed, postage prepaid to the other party, such termination to take effect not sooner than sixty (60) days after the date of such delivery or mailing; provided, that the Trust may at any time by action of its Board, (i) substitute another bank or trust company for the Custodian by giving notice as described above to the Custodian, or (ii) immediately terminate this Agreement in the event of the appointment of a conservator or receiver for the Custodian by the Federal Deposit Insurance Corporation or by the Banking Commissioner of The Commonwealth of Massachusetts or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction. Upon termination of the Agreement, the Trust shall pay to the Custodian such compensation as may be due as of the date of such termination and shall likewise reimburse the Custodian for its costs, expenses and disbursements.

Unless the holders of a majority of the outstanding "voting securities" of the Trust (as defined in the Investment Company Act of 1940) vote to have the securities, funds and other properties held hereunder delivered and paid over to some other bank or trust company, specified in the vote, having not less than \$2,000,000 of aggregate capital, surplus and undivided profits, as shown by its last published report, and meeting such other qualifications for custodians set forth in the Investment Company Act of 1940, the Board shall, forthwith, upon giving or receiving notice of termination of this Agreement, appoint as successor custodian, a bank or trust company having such qualifications. The Bank, as Custodian, Agent or otherwise, shall, upon termination of the Agreement, deliver to such successor custodian, all securities then held hereunder and all funds or other properties of the Trust deposited with or held by the Bank hereunder and all books of account and records kept by the Bank pursuant to this Agreement, and all documents held by the Bank relative thereto. In the event that no such vote has been adopted by the shareholders and that no written order designating a successor custodian shall have been delivered to the Bank on or before the date when such termination shall become effective, then the Bank shall not deliver the securities, funds and other properties of the Trust to the Trust but shall have the right to deliver to a bank or trust company doing business in Boston, Massachusetts of its own selection, having an aggregate capital, surplus and undivided profits, as shown by its last published report, of not less than \$2,000,000, all funds, securities and properties of the Trust held by or deposited with the Bank, and all books of account and records kept by the Bank pursuant to this Agreement, and all documents held by the Bank relative thereto. Thereafter such bank or trust company shall be the successor of the Custodian under this Agreement.

10. Interpretive and Additional Provisions

In connection with the operation of this Agreement, the Custodian and the Trust may from time to time agree on such provisions interpretive of or in

addition to the provisions of this Agreement as may in their joint opinion be consistent with the general tenor of this Agreement.

Any such interpretive or additional provisions shall be in a writing signed by both parties and shall be annexed hereto, provided that no such interpretive or additional provisions shall contravene any applicable U.S. federal or state regulations or any provision of the governing instruments of the Trust. No interpretive or additional provisions made as provided in the preceding sentence shall be deemed to be an amendment of this Agreement.

11. Notices

Notices and other writings delivered or mailed postage prepaid to the Trust addressed to The Bank of Nova Scotia Trust Company (Cayman) Limited, The Bank of Nova Scotia Building, George Town, Grand Cayman, Cayman Islands, WMI, or to such other address as the Trust may have designated to the Bank, in writing with a copy to Eaton Vance Management at 24 Federal Street, Boston, Massachusetts 02110, or to Investors Bank & Trust Company, 24 Federal Street, Boston, Massachusetts 02110 with a copy to Eaton Vance Management at 24 Federal Street, Boston, Massachusetts 02110, shall be deemed to have been properly delivered or given hereunder to the respective addressees.

12. Massachusetts Law to Apply

This Agreement shall be construed and the provisions thereof interpreted under and in accordance with the laws of The Commonwealth of Massachusetts.

The Custodian expressly acknowledges the provision in the Declaration of Trust of the Trust (Section 5.2 and 5.6) limiting the personal liability of the Trustees and officers of the Trust, and the Custodian hereby agrees that it shall have recourse to the Trust for payment of claims or obligations as between the Trust and the Custodian arising out of this Agreement and shall not seek satisfaction from any Trustee or officer of the Trust.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on June 19, 1995.

INFORMATION AGE PORTFOLIO

By:/s/ James B. Hawkes
James B. Hawkes, President
Executed in Hamilton, Bermuda

INVESTORS BANK & TRUST COMPANY

By:/s/ Michael F. Rogers
Michael F. Rogers,
Executive Managing Director

INFORMATION AGE PORTFOLIO

PROCEDURES FOR ALLOCATIONS
AND DISTRIBUTIONS

June 1, 1995

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PROCEDURES FOR
ALLOCATIONS AND DISTRIBUTIONS
OF

INFORMATION AGE PORTFOLIO
(the "Trust")

ARTICLE I

Introduction

The Trust is treated as a partnership for federal income tax purposes. These procedures have been adopted by the Trustees of the Trust and will be furnished to the Trust's accountants for the purpose of allocating Trust gains, income or loss and distributing Trust assets. The Trust will maintain its books and records, for both book and tax purposes, using the accrual method of accounting.

ARTICLE II

Definitions

Except as otherwise provided herein, a term referred to herein shall have the same meaning as that ascribed to it in the Declaration. References in this document to "hereof", "herein" and "hereunder" shall be deemed to refer to this document in its entirety rather than the article or section in which any such word appears.

"Book Capital Account" shall mean, for any Holder at any time in any Fiscal Year, the Book Capital Account balance of the Holder on the first day of the Fiscal Year, as adjusted each day pursuant to the provisions of Section 3.2 hereof.

"Capital Contribution" shall mean, with respect to any Holder, the amount of money and the Fair Market Value of any assets actually contributed from time to time to the Trust with respect to the Interest held by such Holder.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time, as well as any non-superseded provisions of the Internal Revenue Code of 1954, as amended (or any corresponding provision or provisions of succeeding law).

"Declaration" shall mean the Trust's Declaration of Trust, dated June 1, 1995, as amended from time to time.

"Designated Expenses" shall mean extraordinary Trust expenses attributable to a particular Holder that are to be borne by such Holder.

"Distributable Cash" for any Fiscal Year shall mean the gross cash proceeds from Trust activities, less the portion thereof used to pay or establish Reserves, plus such portion of the Reserves as the Trustees, in their sole discretion, no longer deem necessary to be held as Reserves. Distributable Cash shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances.

"Fair Market Value" of a security, instrument or other asset on any particular day shall mean the fair value thereof as determined in good faith by or on behalf of the Trustees in the manner set forth in the Registration Statement.

"Fiscal Year" shall mean an annual period determined by the Trustees which ends on such day as is permitted by the Code.

"Holders" shall mean as of any particular time all holders of record of Interests in the Trust.

"Interest(s)" shall mean the interest of a Holder in the Trust, including all rights, powers and privileges accorded to Holders by the Declaration, which interest may be expressed as a percentage, determined by calculating, at such times and on such bases as the Trustees shall from time to time determine, the ratio of each Holder's Book Capital Account balance to the total of all Holders' Book Capital Account balances.

"Investments" shall mean all securities, instruments or other assets of the Trust of any nature whatsoever, including, but not limited to, all equity and debt securities, futures contracts, and all property of the Trust obtained by virtue of holding such assets.

"Matched Income or Loss" shall mean Taxable Income, Tax-Exempt Income or Tax Loss of the Trust comprising interest, original issue discount and dividends and all other types of income or loss to the extent the Taxable Income, Tax-Exempt Income, Tax Loss or Loss items not included in Tax Loss arising from such items are recognized for tax purposes at the same time that Profit or Loss are accrued for book purposes by the Trust.

"Net Unrealized Gain" shall mean the excess, if any, of the aggregate Fair Market Value of all Investments over the aggregate adjusted bases, for federal income tax purposes, of all Investments.

"Net Unrealized Loss" shall mean the excess, if any, of the aggregate adjusted bases, for federal income tax purposes, of all Investments over the aggregate Fair Market Value of all Investments.

"Profit" and "Loss" shall mean, for each Fiscal Year or other period, an amount equal to the Taxable Income or Tax Loss for such Fiscal Year or period with the following adjustments:

(i) Any Tax-Exempt Income shall be added to such Taxable Income or subtracted from such Tax Loss; and

(ii) Any expenditures of the Trust for such year or period described in Section 705(a)(2)(B) of the Code or treated as expenditures under Section 705(a)(2)(B) of the Code pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profit or Loss or specially allocated shall be subtracted from such Taxable Income or

added to such Tax Loss.

"Redemption" shall mean the complete withdrawal of an Interest of a Holder the result of which is to reduce the Book Capital Account balance of that Holder to zero.

"Registration Statement" shall mean the Registration Statement of the Trust on Form N-1A as filed with the U.S. Securities and Exchange Commission under the 1940 Act, as the same may be amended from time to time.

"Reserves" shall mean, with respect to any Fiscal Year, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Trustees for working capital and to pay taxes, insurance, debt service, renewals, or other costs or expenses, incident to the ownership of the Investments or to its operations.

"Tax Capital Account" shall mean, for any Holder at any time in any Fiscal Year, the Tax Capital Account balance of the Holder on the first day of the Fiscal Year, as adjusted each day pursuant to the provisions of Section 3.3 hereof.

"Tax-Exempt Income" shall mean income of the Trust for such Fiscal Year or period that is exempt from federal income tax and not otherwise taken into account in computing Profit or Loss.

"Tax Lot" shall mean securities or other property which are both purchased or acquired, and sold or otherwise disposed of, as a unit.

"Taxable Income" or "Tax Loss" shall mean the taxable income or tax loss of the Trust, determined in accordance with Section 703(a) of the Code, for each Fiscal Year as determined for federal income tax purposes, together with each of the Trust's items of income, gain, loss or deduction which is separately stated or otherwise not included in computing taxable income and tax loss.

"Treasury Regulations" shall mean the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Trust" shall mean Information Age Portfolio, a trust fund formed under the laws of the State of New York by the Declaration.

"Trustees" shall mean each signatory to the Declaration, so long as such signatory shall continue in office in accordance with the terms thereof, and all other individuals who at the time in question have been duly elected or appointed and have qualified as Trustees in accordance with the provisions thereof and are then in office.

The "1940 Act" shall mean the U.S. Investment Company Act of 1940, as amended from time to time, and the rules and regulations thereunder.

ARTICLE III

Capital Accounts

3.1. Capital Accounts of Holders. A separate Book Capital Account and a separate Tax Capital Account shall be maintained for each Holder pursuant to Section 3.2 and Section 3.3. hereof, respectively. In the event the Trustees shall determine that it is prudent to modify the manner in which the Book Capital Accounts or Tax Capital Accounts, or any debits or credits thereto, are computed in order to comply with the Treasury Regulations, the Trustees may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Holder pursuant to Article VII hereof upon the dissolution of the Trust.

3.2. Book Capital Accounts. The Book Capital Account balance of each Holder shall be adjusted each day by the following amounts:

(a) increased by any increase in Net Unrealized Gains or decrease in Net Unrealized Losses allocated to such Holder pursuant to Section 5.1(a) hereof;

(b) decreased by any decrease in Net Unrealized Gains or increase in Net Unrealized Losses allocated to such Holder pursuant to Section 5.1(b) hereof;

(c) increased or decreased, as the case may be, by the amount of Profit or Loss, respectively, allocated to such Holder pursuant to Section 5.1(c) hereof;

(d) increased by any Capital Contribution made by such Holder; and,

(e) decreased by any distribution, including any distribution to effect a withdrawal or Redemption, made to such Holder by the Trust.

Any adjustment pursuant to Section 3.2 (a), (b) or (c) above shall be prorated for increases in each Holder's Book Capital Account balance resulting from Capital Contributions, or distributions or withdrawals from the Trust or Redemptions by the Trust occurring, during such Fiscal Year as of the day after the Capital Contribution, distribution, withdrawal or Redemption is accepted, made or effected by the Trust.

3.3. Tax Capital Accounts. The Tax Capital Account balance of each Holder shall be adjusted at the following times by the following amounts:

(a) increased daily by the adjusted tax bases of any Capital Contribution made by such Holder to the Trust;

(b) increased daily by the amount of Taxable Income and Tax-Exempt Income allocated to such Holder pursuant to Section 5.2 hereof at such times as the allocations are made under Section 5.2 hereof;

(c) decreased daily by the amount of cash distributed to the Holder pursuant to any of these procedures including any distribution made to effect a withdrawal or Redemption; and

(d) decreased by the amount of Tax Loss allocated to such Holder pursuant to Section 5.2 hereof at such times as the allocations are made under Section 5.2 hereof.

3.4. Compliance with Treasury Regulations. The foregoing provisions and other provisions contained herein relating to the maintenance of Book Capital Accounts and Tax Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

The Trustees shall make any appropriate modifications in the event unanticipated events might otherwise cause these procedures not to comply with Treasury Regulations Section 1.704-1(b), including the requirements described in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(1) and Treasury Regulations Section 1.704-1(b)(2)(iv). Such modifications are hereby incorporated into these procedures by this reference as though fully set forth herein.

ARTICLE IV

Distributions of Cash and Assets

4.1. Distributions of Distributable Cash. Except as otherwise provided in Article VII hereof, Distributable Cash for each Fiscal Year may be distributed to the Holders at such times, if any, and in such amounts as shall be determined in the sole discretion of the Trustees. In exercising such discretion, the Trustees shall distribute such Distributable Cash so that Holders that are regulated investment companies can comply with the distribution requirements set forth in Code Section 852 and avoid the excise tax imposed by Code Section 4982.

4.2. Division Among Holders. All distributions to the Holders with respect to any Fiscal Year pursuant to Section 4.1 hereof shall be made to the Holders in proportion to the Taxable Income, Tax-Exempt Income or Tax Loss allocated to the Holders with respect to such Fiscal Year pursuant to the terms of these procedures.

4.3. Distributions Upon Liquidation of a Holder's Interest in the Trust. Upon liquidation of a Holder's interest in the Trust, the proceeds will be distributed to the Holder as provided in Section 5.6, Article VI, and Article VII hereof. If such Holder has a negative book capital account balance, the provisions of Section 7.4 will apply.

4.4. Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Trust or the Holders shall be treated as amounts distributed to such Holders pursuant to this Article IV for all purposes under these procedures. The Trustees may allocate any such amount among the Holders in any manner that is in accordance with applicable law.

ARTICLE V

Allocations

5.1. Allocation of Items to Book Capital Accounts.

(a) Increase in Net Unrealized Gains or Decrease in Net Unrealized Losses. Any decrease in Net Unrealized Loss due to realization of items shall be allocated to the Holder receiving the allocation of Loss, in the same amount, under Section 5.1(c) hereof. Subject to Section 5.1(d) hereof, any increase in Net Unrealized Gains or decrease in Net Unrealized Loss on any day during the Fiscal Year shall be allocated to the Holders' Book Capital Accounts at the end of such day, in proportion to the Holders' respective Book Capital Account balances at the commencement of such day.

(b) Decrease in Net Unrealized Gains or Increase in Net Unrealized Losses. Any decrease in Net Unrealized Gains due to realization of items shall be allocated to the Holder receiving the allocation of Profit, in the same amount, under Section 5.1(c) hereof. Subject to Section 5.1(d) hereof, any decrease in Net Unrealized Gains or increase in Net Unrealized Loss on any day during the Fiscal Year shall be allocated to the Holders' Book Capital Accounts at the end of such day, in proportion to the Holders' respective Book Capital Account balances at the commencement of such day.

(c) Profit and Loss. Subject to Section 5.1(d) hereof, Profit and Loss occurring on any day during the Fiscal Year shall be allocated to the Holders' Book Capital Accounts at the end of such day in proportion to the Holders' respective Book Capital Account balances at the commencement of such day.

(d) Other Book Capital Account Adjustments.

(i) Any allocation pursuant to Section 5.1(a), (b) or (c) above shall be prorated for increases in each Holder's Book Capital Account resulting from Capital Contributions, or distributions or withdrawals from the Trust or Redemptions by the Trust occurring, during such Fiscal Year as of the day after the Capital Contribution, distribution, withdrawal or Redemption is accepted, made or effected by the Trust.

(ii) For purposes of determining the Profit, Loss, and Net Unrealized Gain or Net Unrealized Loss or any other item allocable to any Fiscal Year, Profit, Loss, and Net Unrealized Gain or Net Unrealized Loss and any such other item shall be determined by or on behalf of the Trustees using any reasonable method under Code Section 706 and the Treasury Regulations thereunder.

5.2. Allocation of Taxable Income and Tax Loss to Tax Capital Accounts.

(a) Taxable Income and Tax Loss. Subject to Section 5.2(b) and Section 5.3 hereof, which shall take precedence over this Section 5.2(a), Taxable Income or Tax Loss for any Fiscal Year shall be allocated at least annually to the Holders' Tax Capital Accounts as follows:

(i) First, Taxable Income and Tax Loss, whether constituting ordinary income (or loss) or capital gain (or loss), derived from the sale or other disposition of a Tax Lot of securities or other property shall be allocated as of the date such income, gain or loss is recognized for federal income tax purposes solely in proportion to the amount of unrealized appreciation (in the case of such income or capital gain, but not in the case of any such loss) or depreciation (in the case of any such loss, but not in the case of any such income or capital gain) from that Tax Lot which was allocated to the Holders' Book Capital Accounts each day that such securities or other property was held by the Trust pursuant to Section 5.1(a) and (b) hereof; and

(ii) Second, any remaining amounts at the end of the Fiscal Year, to the Holders in proportion to their respective daily average Book Capital Account balances determined for the Fiscal Year of the allocation.

(b) Matched Income or Loss. Notwithstanding the provisions of Section 5.2(a) hereof, Taxable Income, Tax-Exempt Income or Tax Loss accruing on any day during the Fiscal Year constituting Matched Income or Loss, shall be allocated daily to the Holders' Tax Capital Accounts solely in proportion to and to the extent of corresponding allocations of Profit or Loss to the Holders' Book Capital Accounts pursuant to the first sentence of Section 5.1(c) hereof.

5.3. Special Allocations to Book and Tax Capital Accounts.

(a) The Designated Expenses computed for each Holder shall be allocated separately (not included in the allocations of Matched Income or Loss, Loss or Tax Loss) to the Book Capital Account and Tax Capital Account of each Holder.

(b) If the Trust incurs any nonrecourse indebtedness, then allocations of items attributable to nonrecourse indebtedness shall be made to the Tax Capital Account of each Holder in accordance with the requirements of Treasury Regulations Section 1.704-1(b) (4) (iv) (d).

(c) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, Taxable Income and Tax Loss with respect to any property contributed to the capital of the Trust shall be allocated to the Tax Capital Account of each Holder so as to take into account any variation between the adjusted tax basis of such property to the Trust for federal income tax purposes and such property's Fair Market Value at the time of contribution to the Trust.

5.4. Other Adjustments to Book and Tax Capital Accounts.

(a) Any election or other decision relating to such allocations shall be made by the Trustees in any manner that reasonably reflects the purpose and intention of these procedures.

(b) Each Holder will report its share of Trust income and loss for federal income tax purposes in accordance with the allocations effected pursuant to Section 5.2 hereof.

5.5. Timing of Tax Allocations to Book and Tax Capital Accounts. Allocation of Taxable Income, Tax-Exempt Income and Tax Loss pursuant to Section 5.2 hereof for any Fiscal Year, unless specified above to the contrary, shall be made only after corresponding adjustments have been made to the Book Capital Accounts of the Holders for the Fiscal Year as provided pursuant to Section 5.1 hereof.

5.6. Redemptions During the Fiscal Year. If a Redemption occurs prior to the end of a Fiscal Year, the Trust will treat the Fiscal Year as ended for the purposes of computing the redeeming Holder's distributive share of Trust items and allocations of all items to such Holder will be made as though each Holder were receiving its allocable share of Trust items at such time. All items so allocated to the redeeming Holder will be subtracted from the items to be allocated among the other non-redeeming Holders at the actual end of the Fiscal Year. All items allocated among the redeeming and non-redeeming Holders will be made subject to the rules of Code Sections 702, 704, 706 and 708 and the Treasury Regulations promulgated thereunder.

ARTICLE VI

Withdrawals

6.1. Partial Withdrawals. At any time any Holder shall be entitled to request a withdrawal of such portion of the Interest held by such Holder as such Holder shall request.

6.2. Redemptions. At any time a Holder shall be entitled to request a Redemption of all of its Interest. A Holder's Interest may be redeemed at any time during the Fiscal Year as provided in Section 6.3 hereof by a cash distribution or, at the option of a Holder, by a distribution of a proportionate amount except for fractional shares of each Trust asset at the option of the Trust. However, the Holder may be redeemed by a distribution of a proportionate amount of the Trust's assets only at the end of a Fiscal Year. However, if the Holder has contributed any property to the Trust other than cash, if such property remains in the Trust at the time the Holder requests withdrawal, then such property will be sold by the Trust prior to the time at which the Holder withdraws from the Trust.

6.3. Distribution in Kind. If a withdrawing Holder receives a distribution in kind of its proportionate part of Trust property, then unrealized income, gain, loss or deduction attributable to such property shall be allocated among the Holders as if there had been a disposition of the property on the date of distribution in compliance with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(e).

ARTICLE VII

Liquidation

7.1. Liquidation Procedure. Subject to Section 7.4 hereof, upon dissolution of the Trust, the Trustees shall liquidate the assets of the Trust, apply and

distribute the proceeds thereof as follows:

(a) first to the payment of all debts and obligations of the Trust to third parties, including without limitation the retirement of outstanding debt, including any debt owed to Holders or their affiliates, and the expenses of liquidation, and to the setting up of any Reserves for contingencies which may be necessary; and

(b) then in accordance with the Holders' positive Book Capital Account balances after adjusting Book Capital Accounts for allocations provided in Article V hereof and in accordance with the requirements described in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2).

7.2. Alternative Liquidation Procedure. Notwithstanding the foregoing, if the Trustees shall determine that an immediate sale of part or all of the Trust assets would cause undue loss to the Holders, the Trustees, in order to avoid such loss, may, after having given notification to all the Holders, to the extent not then prohibited by the law of any jurisdiction in which the Trust is then formed or qualified and applicable in the circumstances, either defer liquidation of and withhold from distribution for a reasonable time any assets of the Trust except those necessary to satisfy the Trust's debts and obligations or distribute the Trust's assets to the Holders in liquidation.

7.3. Cash Distributions Upon Liquidation. Except as provided in Section 7.2 hereof, amounts distributed in liquidation of the Trust shall be paid solely in cash.

7.4. Treatment of Negative Book Capital Account Balance. If a Holder has a negative balance in its Book Capital Account following the liquidation of its Interest, as determined after taking into account all capital account adjustments for the Fiscal Year during which the liquidation occurs, then such Holder shall restore the amount of such negative balance to the Trust by the later of the end of the Fiscal Year or 90 days after the date of such liquidation so as to comply with the requirements of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3). Such amount shall, upon liquidation, be paid to creditors of the Trust or distributed to other Holders in accordance with their positive Book Capital Account balances.

AMENDMENT TO
CUSTODIAN AGREEMENT
between
INFORMATION AGE PORTFOLIO
and
INVESTORS BANK & TRUST COMPANY

This Amendment, dated as of October 23, 1995, is made to the CUSTODIAN AGREEMENT dated June 19, 1995 (the "Agreement") between Information Age Portfolio (the "Trust") and Investors Bank & Trust Company (the "Custodian") pursuant to Section 9 of the Agreement.

The Trust and the Custodian agree that Section 9 of the Agreement shall, as of October 23, 1995, be amended to read as follows:

Unless otherwise defined herein, terms which are defined in the Agreement and used herein are so used as so defined.

9. Effective Period, Termination and Amendment; Successor Custodian

This Agreement shall become effective as of its execution, shall continue in full force and effect until terminated by either party after August 31, 2000 by an instrument in writing delivered or mailed, postage prepaid to the other party, such termination to take effect not sooner than sixty (60) days after the date of such delivery or mailing; provided, that the Trust may at any time by action of its Board, (i) substitute another bank or trust company for the Custodian by giving notice as described above to the Custodian in the event the Custodian assigns this Agreement to another party without consent of the noninterested Trustees of the Trust, or (ii) immediately terminate this Agreement in the event of the appointment of a conservator or receiver for the Custodian by the Federal Deposit Insurance Corporation or by the Banking Commissioner of The Commonwealth of Massachusetts or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction. Upon termination of the Agreement, the Trust shall pay to the Custodian such compensation as may be due as of the date of such termination (and shall likewise reimburse the Custodian for its costs, expenses and disbursements).

This Agreement may be amended at any time by the written agreement of the parties hereto. If a majority of the non-interested trustees of the Trust determines that the performance of the Custodian has been unsatisfactory or

adverse to the interests of Trust holders or that the terms of the Agreement are no longer consistent with publicly available industry standards, then the Trust shall give written notice to the Custodian of such determination and the Custodian shall have 60 days to (1) correct such performance to the satisfaction of the non-interested trustees or (2) renegotiate terms which are satisfactory to the non-interested trustees of the Trust. If the conditions of the preceding sentence are not met then the Trust may terminate this Agreement on sixty (60) days written notice.

The Board of the Trust shall, forthwith, upon giving or receiving notice of termination of this Agreement, appoint as successor custodian, a bank or trust company having the qualifications required by the Investment Company Act of 1940 and the Rules thereunder. The Bank, as Custodian, Agent or otherwise, shall, upon termination of the Agreement, deliver to such successor custodian, all securities then held hereunder and all funds or other properties of the Trust deposited with or held by the Bank hereunder and all books of account and records kept by the Bank pursuant to this Agreement, and all documents held by the Bank relative thereto. In the event that no written order designating a successor custodian shall have been delivered to the Bank on or before the date when such termination shall become effective, then the Bank shall not deliver the securities, funds and other properties of the Trust to the Trust but shall have the right to deliver to a bank or trust company doing business in Boston, Massachusetts of its own selection meeting the above required qualifications, all funds, securities and properties of the Fund held by or deposited with the Bank, and all books of account and records kept by the Bank pursuant to this Agreement, and all documents held by the Bank relative thereto. Thereafter such bank or trust company shall be the successor of the Custodian under this Agreement.

Except as expressly provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, as of the day and year first above written.

INFORMATION AGE PORTFOLIO

By: /s/ James B. Hawkes
James B. Hawkes, President

Executed in Bermuda

INVESTORS BANK & TRUST COMPANY

By: /s/ Michael F. Rogers

ACCOUNTING AND INTERESTHOLDER SERVICES AGREEMENT

AGREEMENT made as of this 19th day of June, 1995, between Information Age Portfolio, a New York trust (the "Trust"), and IBT Fund Services (Canada) Inc., an Ontario corporation ("IBT").

WHEREAS, the Trust is registered under the Investment Company Act of 1940 as an open-end management investment company and desires to engage IBT to provide certain trust accounting and interestholder recordkeeping services with respect to the Trust and IBT has indicated its willingness to so act, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained herein, the parties hereto agree as follows:

1. IBT Appointed. The Trust hereby appoints IBT to provide the services as hereinafter described and IBT agrees to act as such upon the terms and conditions hereinafter set forth.

2. Definitions. Whenever used herein, the terms listed below will have the following meaning:

2.1 Authorized Person. Authorized Person will mean any of the persons duly authorized to give Proper Instructions or otherwise act on behalf of the Trust by appropriate resolution of its Board, and set forth in a certificate as required by Section 3 hereof.

2.2 Board. Board will mean the Board of Trustees of the Trust.

2.3 Portfolio Security. Portfolio Security will mean any security owned by the Trust.

2.4 Interests. Interests will mean participation interests of the Trust.

3. Certification as to Authorized Persons. The Secretary or Assistant Secretary of the Trust will at all times maintain on file with IBT his or her certification to IBT, in such form as may be acceptable to IBT, of (i) the names and signatures of the Authorized Persons and (ii) the names of the Board members, it being understood that upon the occurrence of any change in the information set forth in the most recent certification on file (including without limitation any person named in the most recent certification who is no longer an Authorized Person as designated therein), the Secretary or Assistant Secretary of the Trust, will sign a new or amended certification setting forth the change and the new, additional or omitted names or signatures. IBT will be entitled to rely and act upon the most recent Officers' Certificate given to it by the Trust.

4. Maintenance of Records. IBT will maintain records with respect to the services provided by IBT hereunder and will furnish the Trust daily with a statement of condition of the Trust. The books and records of IBT pertaining to its actions under this Agreement and reports by IBT or its independent accountants concerning its accounting systems and internal accounting controls will be open to inspection and audit at reasonable times by officers of or auditors employed by the Trust, and the staff of The U.S. Securities and Exchange Commission, and will be preserved by IBT in accordance with procedures established by the Trust.

IBT shall keep the books of account and render statements or copies from time to time as reasonably requested by the Treasurer or any executive officer of the Trust.

IBT, as fund accounting agent, shall assist generally in the preparation of reports of a financial nature to Holders and others, audits of accounts, and other ministerial matters of like nature.

5. Duties of Bank with Respect to Books of Account and Calculations of Net Asset Value. Inasmuch as the Trust is treated as a partnership for federal income tax purposes, the Bank shall as Agent keep and maintain the books and records of the Trust in accordance with the Procedures for Allocations and Distributions adopted by the Trustees of the Trust, as such Procedures may be in effect from time to time. A copy of the current Procedures is attached to this Agreement, and the Trust agrees promptly to furnish all revisions to or restatements of such Procedures to the Bank.

The Bank shall as Agent keep such books of account (including records showing the adjusted tax costs of the Trust's portfolio securities) and render as at the close of business on each day a detailed statement of the amounts received or paid out and of securities received or delivered for the account of the Trust during said day and such other statements, including a daily trial balance and inventory of the Trust's portfolio securities; and shall furnish such other financial information and data as from time to time requested by the Treasurer or any executive officer of the Trust; and shall compute and determine, as of the close of business of the New York Stock Exchange, or at

such other time or times as the Board may determine, the net asset value of the Trust and the net asset value of each interest in the Trust, such computations and determinations to be made in accordance with the governing documents of the Trust and the votes and instructions of the Board and of the investment adviser at the time in force and applicable, and promptly notify the Trust and its investment adviser and such other persons as the Trust may request of the result of such computation and determination. In computing the net asset value IBT may rely upon security quotations received by telephone or otherwise from sources or pricing services designated by the Trust by proper instructions, and may further rely upon information furnished to it by any authorized officer of the Trust relative (a) to liabilities of the Trust not appearing on its books of account, (b) to the existence, status and proper treatment of any reserve or reserves, (c) to any procedures or policies established by the Board regarding the valuation of portfolio securities or other assets, and (d) to the value to be assigned to any bond, note, debenture, Treasury bill, repurchase agreement, subscription right, security, participation interests or other asset or property for which market quotations are not readily available. IBT shall also compute and determine at such time or times as the Trust may designate the portion of each item which has significance for a holder of an interest in the Trust in computing and determining its U.S. federal income tax liability including, but not limited to, each item of income, expense and realized and unrealized gain or loss of the Trust which is attributable for Federal income tax purposes to each such holder.

6. Interestholder Services. IBT shall keep appropriate records of the holdings of each interestholder on a daily basis. IBT shall also keep each interestholder's subscription agreement with the Portfolio.

7. Compensation of IBT. For the services to be rendered and the facilities provided by IBT hereunder, the Trust shall pay to IBT a fee from the assets of the Trust computed and paid monthly, in accordance with Schedule B attached hereto, as the same may be changed by mutual agreement of the parties from time to time.

8. Concerning IBT.

8.1 Performance of Duties and Standard of Care. IBT shall not be liable for any error of judgment or mistake of law or for any act or omission in the performance of its duties hereunder, except for willful misfeasance, bad faith or gross negligence in the performance of its duties, or by reason of its reckless disregard of its obligations and duties hereunder.

IBT will be entitled to receive and act upon the advice of independent counsel of its own selection, which may be counsel for the Trust, and will be without liability for any action taken or thing done or omitted to be done in accordance with this Agreement in good faith in conformity with such advice. In the performance of its duties hereunder, IBT will be protected and not be liable, and will be indemnified and held harmless by the Trust for any reasonable action taken or omitted to be taken by it in good faith reliance upon the terms of this Agreement, any Officers' Certificate, and or written instructions received from an Authorized Person, resolution of the Board,

telegram, notice, request, certificate or other instrument reasonably believed by IBT to be genuine and for any other loss to the Trust except in the case of IBT's gross negligence, willful misfeasance or bad faith in the performance of its duties or reckless disregard of its obligations and duties hereunder.

Notwithstanding anything in this Agreement to the contrary, in no event shall IBT be liable hereunder or to any third party: (a) for any losses or damages of any kind resulting from acts of God, earthquakes, fires, floods, storms or other disturbances of restrictions, acts of war, civil war or terrorism, insurrection, nuclear fusion, fission or radiation, the interruption, loss or malfunction or utilities, transportation, or computers (hardware or software) and computer facilities, the unavailability of energy sources and other similar happenings or events except as results from IBT's own gross negligence, willful misfeasance or bad faith in the performance of its duties; or

(b) for special, punitive or consequential damages arising from the provision of services hereunder, even if IBT has been advised of the possibility of such damages.

8.2 Subcontractors. IBT, subject to approval of the Trust, may subcontract for the performance of IBT's obligations hereunder with any one or more persons, provided, however, that unless the Trust otherwise expressly agrees in writing, IBT shall be as fully responsible to the Trust for the acts and omissions of any subcontractor as it would be for its own acts or omissions. In the event IBT obtains a judgment, settlement or other monetary recovery for the wrongful conduct of the subcontractor, the Trust shall be entitled to such recovery if such conduct resulted in a loss to the Trust and IBT agrees to pursue such claims vigorously. To the extent possible, such sub-contractors shall provide services outside the United States.

8.3 Activities of IBT. The services provided by IBT to the Trust are not to be deemed to be exclusive, IBT being free to render administrative, fund accounting and/or other services to other parties. It is understood that members of the Board, officers, and shareholders of the Trust are or may become similarly interested in the Trust and that IBT and/or any of its affiliates may become interested in the Trust as a shareholder of the Trust or otherwise.

8.4 Insurance. IBT need not maintain any special insurance for the benefit of the Trust, but will maintain customary insurance for its obligations hereunder.

9. Termination. This Agreement may be terminated at any time without penalty upon sixty days written notice delivered by either party to the other by means of registered mail, and upon the expiration of such sixty days, this Agreement will terminate. At any time after the termination of this Agreement, the Trust will have access to the records of IBT relating to the performance of its duties hereunder and IBT shall cooperate in the transfer of such records to its successor.

10. Confidentiality. Both parties hereto agree that any non-public information obtained hereunder concerning the other party is confidential and may not be disclosed to any other person without the consent of the other party, except as may be required by applicable law or at the request of a governmental agency. The parties further agree that a breach of this provision would irreparably damage the other party and accordingly agree that each of them is entitled, without bond or other security, to an injunction or injunctions to prevent breaches of this provision.

11. Notices. Any notice or other instrument in writing authorized or required by this Agreement to be given to either party hereto will be sufficiently given if addressed to such party and mailed or delivered to it at its office at the address set forth below; namely:

(a) In the case of notices sent to the Trust to:

C/O The Bank of Nova Scotia Trust Company (Cayman) Ltd.
The Bank of Nova Scotia Building
P. O. Box 501
George Town
Grand Cayman, Cayman Island
British West Indies

(b) In the case of notices sent to IBT to:

IBT Fund Services (Canada), Inc.
Suite 5850, One First Canadian Place
P. O. Box 231
Toronto, Ontario M5X 1A4
Attention: Evelyn Foo

or at such other place as such party may from time to time designate in writing.

12. Amendments. This Agreement may not be altered or amended, except by an instrument in writing, executed by both parties, and in the case of the Trust, duly authorized and approved by its respective Board.

13. Governing Law. This Agreement will be governed by the laws of Ontario.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

Information Age Portfolio

By:/s/ James B. Hawkes
Name: James B. Hawkes
Title: President
Executed in Hamilton, Bermuda

ATTEST:

/s/ H. Day Brigham, Jr.

IBT Fund Services (Canada), Inc.

By:/s/ Robert V. Donahoe II
Name: Robert V. Donahoe II
Title: Director

ATTEST:

/s/ Neal Nenadovic

DATE: 8/10/95

INFORMATION AGE PORTFOLIO

ADMINISTRATION AGREEMENT

AGREEMENT made this 19th day of June, 1995 between Information Age Portfolio, a New York trust (the "Trust"), and Eaton Vance Management, a Massachusetts business trust (the "Administrator"):

1. Duties of the Administrator. The Trust hereby employs the Administrator to act as administrator for and to manage and administer the affairs of the Trust, subject to the supervision of the Trustees of the Trust, for the period and on the terms set forth in this Agreement.

The Administrator hereby accepts such employment, and agrees to manage and administer the Trust's business affairs and, in connection therewith, to furnish for the use of the Trust office space and all necessary office facilities, equipment and personnel for administering the affairs of the Trust.

The Administrator's services include monitoring and providing reports to the Trustees of the Trust concerning the investment performance achieved by the Advisers for the Trust, recordkeeping, preparation and filing of documents required to comply with Federal and state securities laws, supervising the activities of the custodian of the Trust, providing assistance in connection with meetings of the Trustees and of Holders of Interests in the Trust and other management and administrative services necessary to conduct the business of the Trust.

To the extent necessary or desirable, the Administrator may employ one or more sub-administrators within or outside the United States to render the foregoing. The Administrator shall be responsible for the compensation of any sub-administrator.

The Administrator shall not be responsible for providing investment management or advisory services to the Trust under this Agreement. Boston Management and Research and Lloyd George Management (Bermuda) Limited in their capacity as investment advisers to the Trust, shall be responsible for managing the investment and reinvestment of the assets of the Trust under the Trust's separate Investment Advisory Agreement with them.

2. Compensation of the Administrator. For the services, payments and

facilities to be furnished hereunder by the Administrator, the Trust shall pay to the Administrator on the last day of such month a fee computed by applying the annual asset rate applicable to that portion of the average daily net assets of the Trust throughout the month in each Category as indicated below

Category	Average Daily Net Assets	Annual Asset Rate
1	less than \$500 million	0.25000%
2	\$500 million but less than \$1 billion	0.23333%
3	\$1 billion but less than \$1.5 billion	0.21667%
4	\$1.5 billion but less than \$2 billion	0.20000%
5	\$2 billion but less than \$3 billion	0.18333%
6	\$3 billion and over	0.16667%

The average daily net assets of the Trust will be computed in accordance with the Declaration of Trust, and any applicable votes and determinations of the Trustees of the Trust. In case of initiation or termination of this Agreement during any month, the fee for that month shall be reduced proportionately on the basis of the number of calendar days during which it is in effect and the fee shall be computed upon the average net assets for the business days it is so in effect for that month.

The Administrator may, from time to time, waive all or a part of the above compensation.

3. Allocation of Charges and Expenses. It is understood that the Trust will pay all its expenses other than those expressly stated to be payable by the Administrator hereunder, which expenses payable by the Trust shall include, without implied limitation, (i) expenses of maintaining the Trust and continuing its existence, (ii) registration of the Trust under the Investment Company Act of 1940, (iii) commissions, fees and other expenses connected with the acquisition, holding and disposition of securities and other investments, (iv) auditing, accounting and legal expenses, (v) taxes and interest, (vi) governmental fees, (vii) expenses of issue, sale and redemption of Interests in the Trust, (viii) expenses of registering and qualifying the Trust and Interests in the Trust under federal and state securities laws and of preparing and printing registration statements or other offering documents or memoranda for such purposes and for distributing the same to Holders and investors, and fees and expenses of registering and maintaining registrations of the Trust and of the Trust's placement agent as broker-dealer or agent under state securities laws, (ix) expenses of reports and notices to Holders and of meetings of Holders and proxy solicitations therefor, (x) expenses of reports to governmental officers and commissions, (xi) insurance expenses, (xii) association membership dues, (xiii) fees, expenses and other disbursements, if any, of custodians and sub-custodians for all services to the Trust (including without limitation safekeeping of funds, securities and other investments, keeping of books, accounts and records, and determination of net asset values, book capital account balances and tax capital account balances), (xiv) fees, expenses and disbursements of transfer agents, dividend disbursing agents, Holder servicing agents and registrars for all services to the Trust, (xv) expenses of servicing the accounts of Holders, (xvi) any direct charges to Holders approved by the

Trustees of the Trust, (xvii) compensation and expenses of Trustees of the Trust who are not members of the Administrator's organization, (xviii) the advisory fees payable under any advisory agreement to which the Trust is a party and (xix) such non-recurring items as may arise, including expenses incurred in connection with litigation, proceedings and claims and the obligation of the Trust to indemnify its Trustees, officers and Holders with respect thereto.

4. Other Interests. It is understood that Trustees, officers and Holders of Interest in the Trust are or may be or become interested in the Administrator as Trustees, officers, or employees, or otherwise and that Trustees, officers and employees of the Administrator are or may be or become similarly interested in the Trust, and that the Administrator may be or become interested in the Trust as a shareholder or otherwise. It is also understood that Trustees, officers and employees of the Administrator may be or become interested (as directors, trustees, officers, employees, shareholders or otherwise) in other companies or entities (including, without limitation, other investment companies) which the Administrator may organize, sponsor or acquire, or with which it may merge or consolidate, and that the Administrator or its subsidiaries or affiliates may enter into advisory or management agreements or other contracts or relationships with such other companies or entities.

5. Limitation of Liability of the Administrator. The services of the Administrator of the Trust are not to be deemed to be exclusive, the Administrator being free to render services to others and engage in other business activities. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Administrator, the Administrator shall not be subject to liability to the Trust or to any Holder of the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses which may be sustained in the acquisition, holding or disposition of any security or other investment.

6. Duration and Termination of the Agreement. This Agreement shall become effective upon the date of its execution, and, unless terminated as herein provided, shall remain in full force and effect to and including February 28, 1996 and shall continue in full force and effect indefinitely thereafter, but only so long as such continuance after February 28, 1996 is specifically approved at least annually by the Trustees of the Trust.

Either party hereto may, at any time on sixty (60) days' prior written notice to the other, terminate this Agreement, without the payment of any penalty, by action of its Trustees, and the Trust may, at any time upon such written notice to the Administrator, terminate this Agreement by vote of a majority of the outstanding voting securities of the Trust. This Agreement shall terminate automatically in the event of its assignment.

7. Amendment of the Agreement. This Agreement may be amended by a writing signed by both parties hereto, provided that no amendment to this Agreement shall be effective until approved by the vote of a majority of the Trustees of the Trust.

8. Limitation of Liability. The Administrator expressly acknowledges the provision in the Declaration of Trust of the Trust (Sections 5.2 and 5.6) limiting the personal liability of the Trustees and officers of the Trust, and the Administrator hereby agrees that it shall have recourse to the Trust for payment of claims or obligations as between the Trust and the Administrator arising out of this Agreement and shall not seek satisfaction from any Trustee or officer of the Trust.

9. Certain Definitions. The term "assignment" when used herein shall have the meaning specified in the Investment Company Act of 1940 as now in effect or as hereafter amended subject, however, to such exemptions as may be granted by the Securities and Exchange Commission by any rule, regulation or order. The terms "Holders" and "Interests" when used herein shall have the respective meanings specified in the Declaration of Trust of the Trust.

INFORMATION AGE PORTFOLIO

EATON VANCE MANAGEMENT

By/s/ James B. Hawkes
President

By /s/ M. Dozier Gardner
President,
and not individually

Executed in Hamilton, Bermuda

SUB-ADMINISTRATION AGREEMENT

THIS AGREEMENT is made as of the 19th day of June, 1995.

AMONG:

- (1) Eaton Vance Management, a Massachusetts business trust (the "Administrator"),
- (2) Information Age Portfolio, a New York trust the principal office of which is at IBT Trust Company (Cayman), Ltd, The Bank of Nova Scotia Building, George Town, Grand Cayman, Cayman Island, British West Indies (the "Trust"),

AND (3) IBT Trust Company (Cayman), Ltd., a company duly incorporated in the Cayman Islands the Registered Office of which is at The Bank of Nova Scotia Building, George Town, Grand Cayman, Cayman Islands, British West Indies aforesaid (the "Sub-Administrator").

WHEREAS:

- (A) The Trust is registered under the United States Investment Company Act of 1940 as a management investment company.
- (B) The Administrator pursuant to an Administration Agreement dated June 19, 1995 has agreed to provide general administration services to the Trust, and the Administrator and the Trust wish to appoint the Sub-Administrator as general administrator of the Trust outside the United States upon the terms and conditions hereinafter appearing.

AGREEMENT:

1. (a) In this Agreement the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them in the second column thereof, if not inconsistent with the subject or context:

WORDS	MEANINGS
"Declaration of Trust"	The Declaration of Trust of the Trust for the time being in force.
"Trustees"	The Trustees of the Trust for the time being, or as the case may be, the Trustees assembled as

a board.

"Registration Statement" The Registration Statement of the Trust as amended and filed with the Securities and Exchange Commission.

- (b) Unless the context otherwise requires and except as varied or otherwise specified in this agreement, words and expressions contained in this agreement shall bear the same meaning as in the Registration Statement PROVIDED THAT any alteration or amendment of the Registration Statement shall not be effective for the purposes of this Agreement unless the administrator shall by endorsement hereon or otherwise have assented in writing thereto.
- (c) The headings are intended for convenience only and shall not affect the construction of this Agreement.

APPOINTMENT OF ADMINISTRATOR

- 2. The Administrator and the Trust hereby appoint the Sub-Administrator and the Sub-Administrator hereby agrees to act as general administrator of the Trust, acting solely outside the United States, in accordance with the terms and conditions hereof with effect from the date hereof.

DUTIES AS SUB-ADMINISTRATOR

- 3. The Sub-Administrator shall from time to time deliver such information, explanations and reports to the Trust as the Trust may reasonably require regarding the conduct of the business of the Trust.
- 4. The Sub-Administrator shall provide the principal office of the Trust ; and
 - (a) conduct on behalf of the Trust all the day to day business of the Trust outside the United States, other than investment activities, and provide or procure such office accommodation, secretarial staff and other facilities as may be required for the purposes of fulfilling its duties under this Agreement;
 - (b) receive and approve notices of subscriptions and redemptions of Trust interests;
 - (c) review and arrange execution and filing with the U.S. Securities and Exchange Commission (the "SEC") of amendments to the Trust's Registration Statement, and of any other regulatory filings required to be made by the Trust which have been prepared by the Administrator or the Trust;
 - (d) deal with and reply to all correspondence and other communications addressed to the Trust at its principal office, whether in relation to the subscription, purchase or redemption of interests in the Trust or

otherwise PROVIDE THAT in the event of any dispute in connection with the issue, ownership, redemption or otherwise of any interests the matter shall be referred to the Trustees acting outside the United States, and the Sub-Administrator shall take such action as may reasonably be required by the Trust;

- (e) at any time during business hours to permit any duly appointed agent or representative of the Administrator or the Trust, at the expense of the Administrator or the Trust, to inspect the Register of Holders or any other documents or records in the possession of the Sub-Administrator and give such agent or representative during business hours all information, explanations and assistance as such agent or representative may reasonably require, and permit representatives of the U.S. Securities and Exchange Commission to examine books and records of the Trust;
- (f) maintain and safeguard the Register of Holders of Interests and other documents in connection therewith and enter on such Register all original issues and allotments of and all increases, decreases and redemptions of such interests, all in accordance with the provisions of the Declaration of Trust and Trustee instructions and to prepare all such lists of Holders of Interests of the Trust and account numbers of Holders as may be required by the Trust.

DEALINGS OF THE SUB-ADMINISTRATOR

- 5. Nothing herein contained shall prevent the Sub-Administrator or any firm, person or company associated in any way with the Sub-Administrator from contracting with or entering into any financial, banking or other transaction with the Trust, any shareholder or any company or body of persons any of whose securities are held by or for the account of the Trust or from being interested in such transaction.
- 6. Nothing herein contained shall prevent the Sub-Administrator or any associate of the Sub-Administrator from acting as administrator or general corporate manager or in any other capacity whatsoever for any other company or body of persons on such terms as the Sub-Administrator or such associate may arrange, and the Sub-Administrator or such associate shall not be deemed to be affected with notice of or to be under any duty to disclose to the Trust any fact or thing which may come to its knowledge or that of any of its servants or agents in the course of so doing or in any manner whatever otherwise than in the course of carrying out its duties hereunder.

AGENTS AND ADVICE

- 7. The Sub-Administrator shall be at liberty in the performance of its duties and in the exercise of any of the powers vested in it hereunder to act by responsible officers or a responsible officer for the time being and to employ and pay an agent who may (but need not) be an associate of the Sub-Administrator to perform or concur in performing

any of the services required to be performed hereunder and may act or rely upon the opinion or advice or any information obtained from any broker, lawyer, valuer, surveyor, auctioneer or other expert, whether reporting to the Trust, to the Administrator to the Sub-Administrator, or not, and the Sub-Administrator shall not be responsible for any loss occasioned by its so acting. Any officer or agent acting for the Sub-Administrator on behalf of the Trust shall act only outside the United States, to the extent required by U.S. tax law. It is understood and agreed that until IBT Trust Company (Cayman), Ltd. has received its administrator's license in the Cayman Islands, The Bank of Nova Scotia Trust Company (Cayman) Ltd. shall perform the functions of the Sub-Administrator set forth in this Agreement.

8. The Sub-Administrator may at the expense of the Administrator refer any legal question to the legal advisers of the Administrator or the Trust for the time being (whose name shall from time to time be notified by or on behalf of the Administrator or the Trust to the Sub-Administrator) or legal advisers that it may select with the prior approval of the Administrator or the Trust and may authorize any such legal adviser to take the opinion of counsel on any matter of difficulty and may act on any opinion given by such legal advisers or counsel without being responsible for the correctness thereof or for any result which may follow from so doing.

REMUNERATION

9. In consideration of the services performed by the Sub-Administrator hereunder the Sub-Administrator shall be entitled to receive from the Administrator fees as are agreed upon by the Administrator and Sub-Administrator and set forth in Schedule A of this Agreement.

REIMBURSEMENT BY THE ADMINISTRATOR TO THE SUB-ADMINISTRATOR

10. In addition to the fees set out in clause 9 above the Administrator shall reimburse to the Sub-Administrator all reasonable costs and expenses incurred by the Sub-Administrator in the performance of its duties hereunder.

LIABILITY AND INDEMNITY

11. (a) The Sub-Administrator, its subsidiaries, agents, advisors, shareholders, directors, officers, servants and employees shall not be liable to the Administrator or the Trust or a Holder of Interests in the Trust, or any of its or their successors or assigns, except for loss arising to the Administrator or the Trust by reason of act of, or omissions due to negligence or willful default on the part of any such persons as aforesaid.

(b) The Administrator and the Trust shall indemnify, defend and hold harmless the Sub-Administrator and each of its subsidiaries, agents, advisors, shareholders, directors, officers, servants and

employees from and against any loss, liability, damage, cost or expense (including legal fees and expenses and any amounts paid in settlement), resulting from its or their actions or capacities hereunder or otherwise concerning the business or activities undertaken on behalf of the Administrator or the Trust under this Agreement or sustained by any of them including (without restricting the generality of the foregoing) loss sustained as a result of delay, mis-delivery or error in transmission of any cable, telefax, telex or telegraphic communication. Subject as aforesaid all actions taken by the Sub-Administrator shall be taken in good faith and in the reasonable belief that such actions are taken in the best interests of the Trust PROVIDED THAT termination of any action, proceeding, demand, claim or lawsuit by judgment, order or settlement shall not, or itself, create a presumption that the conduct in question was not undertaken in good faith with due care and in a manner reasonably believed to be in or not opposed to the best interest of the Trust. The right of indemnification hereunder shall remain in full force and effect regardless of the expiration or termination of this Agreement.

RIGHT TO ADVISE AND MANAGE THE FUNDS OR OTHERS

12. The Administrator or the Trust acknowledge that an important part of the Sub-Administrator's business is, and that it derives profits from, managing the affairs of its affiliates and other entities and that the Sub-Administrator will be managing such affiliates and entities during the same period that it is managing the affairs of the Trust. The Sub-Administrator and its officers and employees shall be free to manage such other affiliates and entities and to retain for its own or their benefit all profits and revenues derived therefrom PROVIDED THAT the Sub-Administrator shall not knowingly prefer affiliates of the Sub-Administrator or other entities to the detriment of the affairs of the Trust.

RESTRICTIONS

13. None of the parties hereto shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other or any director, officer or employee of the other.
14. Except as required by the law and save as contemplated by the Declaration of Trust, none of the parties hereto shall either before or after the termination of this Agreement disclose to any person not authorized by the other party to receive the same information relating to such party or to the affairs of such party of which the party disclosing the same shall have become possessed during the period of this agreement, and both parties shall use all reasonable endeavors to prevent any such disclosure as aforesaid.

TERMINATION

15. The Sub-Administrator shall be entitled to resign its appointment hereunder:
- (a) by giving not less than two (2) months' notice in writing to the Administrator and the Trust;
 - (b) if the Administrator or the Trust shall commit any breach of its obligations under this Agreement and shall fail within ten days of receipt of notice served by the Sub-Administrator requiring it so to do, to make good such breach; and
 - (c) at any time without such notice as is referred to in sub-paragraphs (a) and (b) of this clause if the Administrator or the Trust shall go into liquidation (other than for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Sub-Administrator) or if a receiver of any of the assets of the Administrator or the Trust is appointed.

16. The Administrator or the Trust may terminate the appointment of the Sub-Administrator:

- (a) by giving no less than two (2) months' notice in writing to the Sub-Administrator;
- (b) if the Sub-Administrator shall commit any breach of its obligations under this Agreement and shall fail within ten days of receipt of notice served by the Administrator or the Trust requiring it so to do, to make good such breach; and
- (c) at any time without such notice as is referred to in sub-paragraphs (a) and (b) or this clause if the Sub-Administrator goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Administrator and the Trust) or if a receiver is appointed of any of the assets of the Sub-Administrator.

17. On termination of the appointment of the Sub-Administrator under the provisions of the preceding clauses, such termination shall be without prejudice to any antecedent liability of the Sub-Administrator, the Administrator or the Trust. The Sub-Administrator shall be entitled to receive all fees and other moneys accrued up to the date of such termination but shall not be entitled to compensation in respect of such termination.

18. The Sub-Administrator shall, on the termination of its appointment:

- (a) Forthwith hand over to the Administrator or the Trust or as it shall direct all books of account, registers, correspondence and

records of all and every description relating to the affairs of the Trust which are in the Sub-Administrator's possession but not including any promotional material bearing the style or any trade mark or symbol of the Sub-Administrator. The Sub-Administrator shall also in such circumstance deliver or cause to be delivered to the succeeding Sub-Administrator or as the Administrator or the Trust shall direct all funds or other properties of the Trust deposited with or otherwise held by the Sub-Administrator or to its order hereunder and do all such further acts as the Administrator or the Trust may reasonably require of it.

- (b) have the right by written request to require the Trust in its Registration Statement and any other material made available to investors and prospective investors to (as may reasonably be approved by the Sub-Administrator) indicate that the Sub-Administrator and its delegate(s) (if any) have ceased to be its Sub-Administrator.

REPRESENTATIONS AND WARRANTIES

- 19. (a) The Sub-Administrator represents and warrants to the Administrator and the Trust as follows:

- (i) The Sub-Administrator has full power and authority to enter into and perform this Agreement and this Agreement has been duly authorized by all requisite corporate action, executed and delivered by or on behalf of the Sub-Administrator and constitutes a valid and binding agreement of the Sub-Administrator.

- (ii) Neither the execution, delivery nor performance of this Agreement by the Sub-Administrator will result in a breach of violation of any statute, law, rule or of the material provisions of any debenture or other material agreement binding upon the Sub-Administrator and no consent, approval, authorization or license by any court or governmental agency is required for the execution, delivery or performance of this Agreement by the Sub-Administrator, except such as have been obtained by the Sub-Administrator.

- (b) the Administrator and the Trust represent and warrant to the Sub-Administrator as follows:

- (i) The Administrator and the Trust have full power and authority to enter into and perform this Agreement and this Agreement has been duly authorized by all requisite corporate action, executed and delivered by or on behalf of the Administrator and the Trust and constitutes a valid and binding agreement of the

Administrator and the Trust.

- (ii) Neither the execution, delivery nor performance of this Agreement by the Administrator and the Trust will result in a breach of violation of any statute, law, rule or of the material provisions of any debentures or other material agreement binding upon the Administrator and the Trust and no consent, approval, authorization or license by any court or governmental agency is required for the execution, delivery or performance of this Agreement by the trust except such as have been obtained by the Administrator and the Trust.

INDEPENDENT CONTRACTOR

20. For all purposes of this Agreement, the Sub-Administrator shall be an independent contractor and not an employee or dependent agent of the Administrator or the Trust, nor shall anything herein be construed as making the Administrator or the Trust a partner or co-venturer with the Sub-Administrator or any of its affiliates or other clients. Except as provided in this Agreement, the Sub-Administrator shall have no authority to bind, obligate or represent the Administrator or the Trust.

COMPLETE AGREEMENT

21. This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof.

ASSIGNMENT

22. This Agreement shall be binding upon the parties hereto and their respective successors and assigns but may not be assigned by any party without the express written consent of the other party which shall not be reasonably withheld or delayed.
23. This Agreement may not be amended except by the written consent of each of the parties hereto.

NOTICES

24. Any notice delivered under this agreement shall be in writing and signed by a duly authorized officer of the party giving such notice and shall be delivered personally or sent by registered or certified mail, postage prepaid, to the registered office of the party for whom it is intended. A notice so posted shall be deemed to be served at the expiration of seventy-two (72) hours after posting and in proving service by post it shall be sufficient to prove that an envelope containing the notice was duly addressed, stamped and posted.

GOVERNING LAW

25. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of the Cayman Islands.

IN WITNESS WHEREOF this Agreement has been duly executed for an on behalf of the parties hereto in manner binding upon them the day and year first above written: written.

Signed by
for and on behalf of the said
Eaton Vance Management

/S/ H. DAY BRIGHAM, JR.

Vice President

in the presence of:

Signed by
for and on behalf of the said
Information Age Portfolio:

/S/ JAMES B. HAWKES

SIGNED IN TIJUANA, MEXICO

SIGNED by
for and on behalf of the said
IBT Trust Company (Cayman), Ltd.:

/S/ STEPHEN HIXON

Director

SIGNED IN TORONTO, CANADA

IBT Trust Company (Cayman), Ltd.
Fee Schedule for Sub-Administration Services
EATON VANCE

ANNUAL OFFSHORE SUB-ADMINISTRATION FEE \$ 1,500

This fee will be charged annually for the following Principal Office and Sub-Administrative services.

PRINCIPAL OFFICE

The following services will be provided for the Portfolio (Hub):

- Register Portfolio/Fund with Inspector of Financial Services
- Safekeeping of original contracts, agreements, and board minutes - Provide officers to Fund - Ensure compliance with Cayman Islands Law

ADMINISTRATIVE SERVICES

The following services will be provided for the Portfolio (Hub):

- Authorize expense budget and amendments - Authorize expense payments - Mail Board materials - Maintain shareholder register - Authorize Subscriptions and redemptions - Authorize Fund distributions (if Applicable)
- Distribute annual, semi-annual, quarterly reports to shareholders

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