

SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

Filing Date: **2001-08-03**
SEC Accession No. **0000840519-01-500127**

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FILER

STRONG VARIABLE INS FDS INC

CIK: **883644** | IRS No.: **391693725** | State of Incorpor.: **WI** | Fiscal Year End: **1231**
Type: **485BPOS** | Act: **33** | File No.: **033-45321** | Film No.: **1697253**

Mailing Address
*STRONG/CORNELIUSON
CAPITAL MANAGEMENT
100 HERITAGE RESERVE
MENOMONEE FALLS WI
53051*

Business Address
*100 HERITAGE RESERVE
MENOMONEE FALLS WI
53501
4143593400*

As filed with the Securities and Exchange Commission on or about August 3, 2001

Securities Act Registration No. 33-45321
Investment Company Act Registration No. 811-6553

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM N-1A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 []
Pre-Effective Amendment No. []

Post-Effective Amendment No. 24 [X]

and/or

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940 []
Amendment No. 25 [X]

(Check appropriate box or boxes)

STRONG VARIABLE INSURANCE FUNDS, INC.
(Exact Name of Registrant as Specified in Charter)

100 Heritage Reserve
Menomonee Falls, Wisconsin 53051
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, including Area Code: (414) 359-3400

Elizabeth N. Cohernour
Strong Capital Management, Inc.
100 Heritage Reserve
Menomonee Falls, Wisconsin 53051
(Name and Address of Agent for Service)

It is proposed that this filing will become effective (check appropriate box):

- immediately upon filing pursuant to paragraph (b) of Rule 485
- on (date) pursuant to paragraph (b) of Rule 485
- 60 days after filing pursuant to paragraph (a)(1) of Rule 485
- on (date) pursuant to paragraph (a)(1) of Rule 485
- 75 days after filing pursuant to paragraph (a)(2) of Rule 485
- on (date) pursuant to paragraph (a)(2) of Rule 485

If appropriate, check the following box:

- this post-effective amendment designates a new effective date for a previously filed post-effective amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant certifies that it meets all the requirements for effectiveness of this Post-Effective Amendment to the Registration Statement pursuant to Rule 485(b) under the Securities Act of 1933, and has duly caused this Post-Effective Amendment to the Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized, in the Village of Menomonee Falls, and State of Wisconsin as of the 3rd day of August,

2001.

STRONG VARIABLE INSURANCE FUNDS, INC.
(Registrant)

BY: /S/ ELIZABETH N. COHERNOUR

Elizabeth N. Cohernour, Vice President and
Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment to the Registration Statement on Form N-1A has been signed below by the following persons in the capacities and as of the date indicated.

| <TABLE> <CAPTION> <S> | <C> | <C> |
|---|--|----------------|
| NAME | TITLE | DATED AS OF |
| /S/ RICHARD S. STRONG ----- Richard S. Strong | Chairman of the Board (Principal Executive Officer) and a Director | August 3, 2001 |
| /S/ JOHN W. WIDMER ----- John W. Widmer | Treasurer (Principal Financial and Accounting Officer) | August 3, 2001 |
| ----- Marvin E. Nevins* | Director | August 3, 2001 |
| ----- Willie D. Davis* | Director | August 3, 2001 |
| ----- William F. Vogt* | Director | August 3, 2001 |
| ----- Stanley Kritzik* | Director | August 3, 2001 |
| ----- Neal Malicky* | Director | August 3, 2001 |

* Elizabeth N. Cohernour signs this document pursuant to powers of attorney filed with Post-Effective Amendment No. 21 the Registration Statement on Form N-1A.

BY: /S/ ELIZABETH N. COHERNOUR

Elizabeth N. Cohernour

EXHIBIT INDEX

<TABLE>
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EXHIBIT NO.

EXHIBIT

EDGAR
EXHIBIT NO.

(d) Amended and Restated Investment Advisory Agreement
(h.1) Investor Class Shares Administration Agreement

EX-99.d
EX-99.h.1

</TABLE>

AMENDED AND RESTATED
INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20 __, and as amended and restated on this ____ day of _____, _____, between STRONG [], INC., a Wisconsin corporation (the "Corporation"), and STRONG CAPITAL MANAGEMENT, INC., a Wisconsin corporation (the "Adviser");

WITNESSETH

WHEREAS, the Corporation is an open-end management investment company under the Investment Company Act of 1940, as amended (the "1940 Act");

WHEREAS, the Corporation is authorized to create separate series, each with its own separate investment portfolio; and

WHEREAS, the Corporation desires to retain the Adviser, which is a registered investment adviser under the Investment Advisers Act of 1940, as amended, to act as investment adviser for each series of the Corporation listed in Schedule A attached hereto, and to manage each of their assets;

NOW, THEREFORE, the Corporation and the Adviser do mutually agree and promise as follows:

1. EMPLOYMENT. The Corporation hereby appoints Adviser as investment adviser for each series of the Corporation listed on Schedule A attached hereto (a "Portfolio" or collectively, the "Portfolios"), and Adviser accepts such appointment. Subject to the supervision of the Board of Directors of the Corporation and the terms of this Agreement, the Adviser shall act as investment adviser for and manage the investment and reinvestment of the assets of any Portfolio. The Adviser is hereby authorized to delegate some or all of its services subject to necessary approval, which includes without limitation, the delegation of its investment adviser duties hereunder to a subadvisor pursuant to a written agreement (a "Subadvisory Agreement") under which the subadvisor shall furnish the services specified therein to the Adviser. The Adviser will continue to have responsibility for all investment advisory services furnished pursuant to a Subadvisory Agreement. The Adviser shall discharge the foregoing responsibilities subject to the control of the Board of Directors of the Corporation and in compliance with such policies as the Board of Directors may from time to time establish, and in compliance with the objectives, policies, and limitations for each Portfolio set forth in such Portfolio's prospectus(es) and statement of additional information, as amended from time to time, and applicable laws and regulations. The Adviser shall (i) provide for use by the Corporation, at the Adviser's expense, office space and all necessary office facilities, equipment and personnel for servicing the investments of each Portfolio, (ii) pay the salaries and fees of all officers and directors of the Corporation who are "interested persons" of the Adviser as such term is defined under the 1940 Act, and (iii) pay for all clerical services relating to research, statistical and investment work.

2. ALLOCATION OF PORTFOLIO BROKERAGE. The Adviser is authorized, subject to the supervision of the Board of Directors of the Corporation, to place orders for the purchase and sale of securities and to negotiate commissions to be paid on such transactions. The Adviser is authorized to select the brokers or dealers that will execute the purchases and sales of securities for the Portfolios and is directed to use its best efforts to obtain the best net results as described in the Portfolios' statements of additional information. The Adviser may, on behalf of each Portfolio, pay brokerage commissions to a broker which provides brokerage and research services to the Adviser in excess of the amount another broker would have charged for effecting the transaction, provided (i) the Adviser determines in good faith that the amount is reasonable in relation to the value of the brokerage and research services provided by the executing broker in terms of the particular transaction or in terms of the Adviser's overall responsibilities with respect to a Portfolio and the accounts as to which the Adviser exercises investment discretion, (ii) such payment is made in compliance with Section 28(e) of the Securities Exchange Act of 1934, as amended, and other applicable state and federal laws, and (iii) in the opinion of the Adviser, the total commissions paid by a Portfolio will be reasonable in relation to the benefits to such Portfolio over the long term.

3. EXPENSES. Each Portfolio will pay all its expenses and the Portfolio's allocable share of the Corporation's expenses, other than those expressly stated to be payable by the Adviser hereunder, which expenses payable by a Portfolio shall include, without limitation, interest charges, taxes, brokerage commissions and similar expenses, distribution and shareholder servicing expenses, expenses of issue, sale, repurchase or redemption of shares, expenses of registering or qualifying shares for sale, expenses of printing and distributing prospectuses to existing shareholders, charges of custodians (including sums as custodian and for keeping books and similar services of the Portfolios), transfer agents (including the printing and mailing of reports and notices to shareholders), registrars, auditing and legal services, clerical services related to recordkeeping and shareholder relations, printing of share certificates, fees for directors who are not "interested persons" of the Adviser, and other expenses not expressly assumed by the Adviser under Paragraph 1 above. Notwithstanding the foregoing, the Adviser will not bear expenses of the Corporation or any Portfolio which would result in the Corporation's inability to qualify as a regulated investment company under the provisions of the Internal Revenue Code.

4. AUTHORITY OF ADVISER. The Adviser shall for all purposes herein be considered an independent contractor and shall not, unless expressly authorized and empowered by the Corporation or any Portfolio, have authority to act for or represent the Corporation or any Portfolio in any way, form or manner. Any authority granted by the Corporation on behalf of itself or any Portfolio to the Adviser shall be in the form of a resolution or resolutions adopted by the Board of Directors of the Corporation.

5. COMPENSATION OF ADVISER. For the services to be furnished by the Adviser hereunder, each Portfolio listed in Schedule A shall pay the Adviser, and the Adviser agrees to accept as full compensation for all services rendered

hereunder, an Advisory Fee. The Advisory Fee shall be calculated by applying a daily rate, based on the annual percentage rates as set forth in Schedule B of the net asset value of the Portfolio determined and payable as of the close of business on each business day.

6. RIGHTS AND POWERS OF ADVISER. The Adviser's rights and powers with respect to acting for and on behalf of the Corporation or any Portfolio, including the rights and powers of the Adviser's officers and directors, shall be as follows:

(a) Directors, officers, agents and shareholders of the Corporation are or may at any time or times be interested in the Adviser as officers, directors, agents, shareholders or otherwise. Correspondingly, directors, officers, agents and shareholders of the Adviser are or may at any time or times be interested in the Corporation as directors, officers, agents and as shareholders or otherwise, but nothing herein shall be deemed to require the Corporation to take any action contrary to its Articles of Incorporation or any applicable statute or regulation. The Adviser shall, if it so elects, also have the right to be a shareholder in any Portfolio.

(b) Except for initial investments in a Portfolio, not in excess of \$100,000 in the aggregate for the Corporation, the Adviser shall not take any long or short positions in the shares of the Portfolios and that insofar as it can control the situation it shall prevent any and all of its officers, directors, agents or shareholders from taking any long or short position in the shares of the Portfolios. This prohibition shall not in any way be considered to prevent the Adviser or an officer, director, agent or shareholder of the Adviser from purchasing and owning shares of any of the Portfolios for investment purposes. The Adviser shall notify the Corporation of any sales of shares of any Portfolio made by the Adviser within two months after purchase by the Adviser of shares of any Portfolio.

(c) The services of the Adviser to each Portfolio and the Corporation are not to be deemed exclusive and Adviser shall be free to render similar services to others as long as its services for others does not in any way hinder, preclude or prevent the Adviser from performing its duties and obligations under this Agreement. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Adviser, the Adviser shall not be subject to liability to the Corporation or to any of the Portfolios or to any shareholder for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security.

7. DURATION AND TERMINATION. The following shall apply with respect to the

duration and termination of this Agreement:

(a) This Agreement shall begin for each Portfolio as of the date this Agreement is first executed and shall continue in effect for two years. With respect to each Portfolio added by execution of an Addendum to Schedule A, the term of this Agreement shall begin on the date of such execution and, unless sooner terminated as hereinafter provided, this Agreement shall remain in effect to the date two years after such execution. Thereafter, in each case, this Agreement shall remain in effect, for successive periods of one year, subject to the provisions for termination and all of the other terms and conditions hereof if: (a) such continuation shall be specifically approved at least annually by (i) either the Board of Directors of the Corporation or a majority of a Portfolio's outstanding voting securities, and in either case (ii) a majority of the Directors who are not parties to this Agreement or interested persons of any such party (other than as Directors of the Corporation), cast in person at a meeting called for that purpose; and (b) Adviser shall not have notified a Portfolio in writing at least sixty (60) days prior to the anniversary date of this Agreement in any year thereafter that it does not desire such continuation with respect to that Portfolio. Prior to voting on the renewal of this Agreement, the Board of Directors of the Corporation may request and evaluate, and the Adviser shall furnish, such information as may reasonably be necessary to enable the Corporation's Board of Directors to evaluate the terms of this Agreement.

(b) Notwithstanding whatever may be provided herein to the contrary, this Agreement may be terminated at any time with respect to any Portfolio, without payment of any penalty, by affirmative vote of a majority of the Board of Directors of the Corporation, or by vote of a majority of the outstanding voting securities of that Portfolio, as defined in Section 2(a)(42) of the 1940 Act, or by the Adviser, in each case, upon sixty (60) days' written notice to the other party and shall terminate automatically in the event of its assignment.

8. AMENDMENT. This Agreement may be amended by mutual consent of the parties, provided that the terms of each such amendment shall be approved by the vote of a majority of the Board of Directors of the Corporation, including a majority of the Directors who are not parties to this Agreement or interested persons of any such party to this Agreement (other than as Directors of the Corporation) cast in person at a meeting called for that purpose, and, where required by Section 15(a)(2) of the 1940 Act, on behalf of a Portfolio by a majority of the outstanding voting securities (as defined in Section 2(a)(42) of the 1940 Act) of such Portfolio. If such amendment is proposed in order to comply with the recommendations or requirements of the Securities and Exchange Commission or state regulatory bodies or other governmental authority, or to obtain any advantage under state or federal laws, the Corporation shall notify the Adviser of the form of amendment which it deems necessary or advisable and the reasons therefor, and if the Adviser declines to assent to such amendment, the Corporation may terminate this Agreement forthwith.

9. NOTICE. Any notice that is required to be given by the parties to each other under the terms of this Agreement shall be in writing, addressed and delivered, or mailed postpaid to the other party at the principal place of business of such party.

10. ASSIGNMENT. This Agreement shall neither be assignable nor subject to pledge or hypothecation and in the event of assignment, pledge or hypothecation shall automatically terminate. For purposes of determining whether an "assignment" has occurred, the definition of "assignment" in Section 2(a)(4) of the 1940 Act, or any rules or regulations promulgated thereunder, shall control.

11. REPORTS. The Corporation and the Adviser agree to furnish to each other, if applicable, current prospectuses, proxy statements, reports to shareholders, certified copies of their financial statements, and such other information with regard to their affairs as each may reasonably request.

12. USE OF THE ADVISER'S NAME. The Corporation shall not use the name of the Adviser in any prospectus, sales literature or other material relating to the Portfolios in a manner not approved by the Adviser prior thereto; PROVIDED, HOWEVER, that the approval of the Adviser shall not be required for any use of its name which merely refers in accurate and factual terms to its appointment hereunder or which is required by the SEC or any state securities authority or any other appropriate regulatory, governmental or judicial authority; PROVIDED, FURTHER, that in no event shall such approval be unreasonably withheld or delayed.

13. CERTAIN RECORDS. Any records required to be maintained and preserved pursuant to the provisions of Rule 31a-1 and Rule 31a-2 promulgated under the 1940 Act which are prepared or maintained by the Adviser on behalf of the Corporation are the property of the Corporation and will be surrendered promptly to the Corporation on request.

14. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the applicable provisions of the 1940 Act. To the extent that the applicable laws of the State of Wisconsin, or any of the provisions herein, conflict with the applicable provisions of the 1940 Act, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first stated above.

Attest:

Strong Capital Management, Inc.

Attest:

Strong [

], Inc.

SCHEDULE A

The Portfolio(s) of the Corporation currently subject to this Agreement are as follows:

| PORTFOLIO(S) | | Date of Addition TO THIS AGREEMENT |
|--------------|--------|---------------------------------------|
| Strong [|] Fund | |

Attest:

Strong Capital Management, Inc.

Attest:

Strong [

], Inc.

SCHEDULE B

Compensation pursuant to Paragraph 5 of this Agreement shall be calculated in accordance with the following schedules:

Portfolio(s)

Strong [

] Fund

Annual Fee

_____ %

Attest:

Strong Capital Management, Inc.

Attest:

Strong [] , Inc.

INVESTOR CLASS SHARES
ADMINISTRATION AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____, 20__ between Strong _____, Inc., a Wisconsin corporation (the "Corporation"), and Strong Capital Management, Inc., a Wisconsin corporation ("SCM"), with respect to the shares of each of the Funds (as defined below). All capitalized terms not defined herein shall have the same meaning as in the Fund's current prospectus.

WITNESSETH

WHEREAS, the Corporation is an open-end management investment company registered under the Investment Company Act of 1940 (the "1940 Act");

WHEREAS, the Corporation is authorized to create separate series, each with its own separate investment portfolio, and the beneficial interest in each such series will be represented by a separate series of shares (each series is hereinafter individually referred to as a "Fund" and collectively, the "Funds");

WHEREAS, it is in the interest of the Corporation to make administrative services available to shareholders of the Funds;

WHEREAS, SCM wishes to act as the administrator for the Funds to perform certain administrative functions in connection with purchases and redemptions of shares of the Funds ("Shares") and to provide related services to shareholders in connection with their investments in the Funds; and

NOW, THEREFORE, the Corporation and SCM do mutually agree and promise as follows:

1. APPOINTMENT. SCM hereby agrees to perform certain administrative services for the Corporation with respect to the Funds listed on Schedule A hereto, as such Schedule A may be amended from time to time, as hereinafter set forth. SCM shall, for all purposes herein, be deemed to be an independent contractor and unless otherwise expressly provided or authorized, shall have no authority to act for or represent the Corporation in any way and shall not be deemed an agent of the Corporation.

2. SERVICES TO BE PERFORMED.

2.1 SHAREHOLDER SERVICES. SCM shall be responsible for performing or designating to a third party administrative and servicing functions, which shall include without limitation:

(i) authorizing expenditures and approving bills for payment on behalf of the Funds; (ii) supervising preparation of the periodic updating of the Funds' registration statements, including prospectuses and statements of additional information, for the purpose of filings with the Securities and Exchange Commission ("SEC") and state securities administrators and monitoring and maintaining the effectiveness of such filings, as appropriate; (iii) supervising preparation of shareholder reports, notices of dividends, capital gains distributions and tax credits for the Funds' shareholders, and attending to routine correspondence and other communications with individual shareholders; (iv) supervising the daily pricing of the Funds' investment portfolios and the publication of the respective net asset values of the shares of each Fund, earnings reports and other financial data; (v) monitoring relationships with organizations providing services to the Funds, including the Custodian, DST and printers; (vi) supervising compliance by the Funds with recordkeeping requirements under the 1940 Act and regulations thereunder, maintaining books and records for the Funds (other than those maintained by the Custodian and the Funds' transfer agent) and preparing and filing of tax reports other than the Funds' income tax returns; (vii) answering shareholder inquiries regarding account status and history, the manner in which purchases and redemptions of the shares may be effected, and certain other matters pertaining to the Funds; (viii) assisting shareholders in designating and changing dividend options, account designations and addresses; (ix) providing necessary personnel and facilities to coordinate the establishment and maintenance of shareholder accounts and records with the Funds' transfer agent; (x) transmitting shareholders' purchase and redemption orders to the Funds' transfer agent; (xi) arranging for the wiring or other transfer of funds to and from shareholder accounts in connection with shareholder orders to

purchase or redeem shares; (xii) verifying purchase and redemption orders, transfers among and changes in shareholder-designated accounts; (xiii) informing the distributor of the gross amount of purchase and redemption orders for shares; and (xiv) providing such other related services as the Funds or a shareholder may reasonably request, to the extent permitted by applicable law. SCM shall provide all personnel and facilities necessary in order for it to perform the functions contemplated by this paragraph with respect to shareholders.

2.2 STANDARD OF SERVICES. All services to be rendered by SCM hereunder shall be performed in a professional, competent and timely manner subject to the supervision of the Board of Directors of the Corporation on behalf of the Funds. The details of the operating standards and procedures to be followed by SCM in the performance of the services described above shall be determined from time to time by agreement between SCM and the Corporation.

3. FEES. As full compensation for the services described in Section 2 hereof and expenses incurred by SCM, the Funds shall pay SCM a fee at an annual rate, as specified in Schedule A, of each Fund's daily net asset value. This fee will be computed daily and will be payable daily, or as otherwise agreed by the Corporation and SCM. All rights of compensation for services performed up to the termination of this Agreement in accordance with Section 13 hereof, shall survive the termination of this Agreement.

4. INFORMATION PERTAINING TO THE SHARES. SCM and its officers, employees and agents are not authorized to make any representations concerning the Funds or the Shares except to communicate accurately to shareholders factual information contained in the Funds' Prospectus and Statement of Additional Information and objective historical performance information. SCM shall act as agent for shareholders only in furnishing information regarding the Funds and shall have no other authority to act as agent for the Funds.

During the term of this Agreement, the Funds agree to furnish SCM all prospectuses, statements of additional information, proxy statements, reports to shareholders, sales literature, or other material the Funds will distribute to shareholders of the Funds or the public, which refer in any way to SCM as the administrator of the Funds, and SCM agrees to furnish the Funds all material prepared for shareholders, in each case prior to use thereof. The Funds shall furnish or otherwise make available to SCM such other information relating to the business affairs of the Funds as SCM may, from time to time, reasonably request in order to discharge its obligations hereunder.

Nothing in this Section 4 shall be construed to make the Funds liable for the use of any information about the Funds which is disseminated by SCM.

5. USE OF SCM'S NAME. The Funds shall not use the name of SCM in any prospectus, sales literature or other material relating to the Funds in a manner not approved by SCM prior thereto; PROVIDED, HOWEVER, that the approval of SCM shall not be required for any use of its name which merely refers in accurate and factual terms to its appointment hereunder or which is required by the SEC or any state securities authority or any other appropriate regulatory, governmental or judicial authority; PROVIDED, FURTHER, that in no event shall such approval be unreasonably withheld or delayed.

6. USE OF THE FUNDS' NAME. SCM shall not use the name of the Funds on any checks, bank drafts, bank statements or forms for other than internal use in a manner not approved by the Funds prior thereto; PROVIDED, HOWEVER, that the approval of the Funds shall not be required for the use of the Funds' names in connection with communications permitted by Sections 2 and 4 hereof or for any use of the Funds' names which merely refer in accurate and factual terms to SCM's role hereunder or which is required by the SEC or any state securities authority or any other appropriate regulatory, governmental or judicial authority; PROVIDED, FURTHER, that in no event shall such approval be unreasonably withheld or delayed.

7. SECURITY. SCM represents and warrants that the various procedures and systems which it has implemented with regard to safeguarding from loss or damage attributable to fire, theft or any other cause any Fund's records and other data and SCM's records, data, equipment, facilities and other property used in the performance of its obligations hereunder are adequate and that it will make such changes therein from time to time as in its judgment are required for the secure performance of its obligations hereunder. The parties shall review such systems and procedures on a periodic basis, and the Funds shall from time to time specify the types of records and other data of the Funds to be safeguarded in accordance with this Section 7.

8. COMPLIANCE WITH LAWS. SCM assumes no responsibilities under this

Agreement other than to render the services called for hereunder, on the terms and conditions provided herein. SCM shall comply with all applicable federal and state laws and regulations. SCM represents and warrants to the Funds that the performance of all its obligations hereunder will comply with all applicable laws and regulations, the provisions of its articles of incorporation and by-laws and all material contractual obligations binding upon SCM. SCM furthermore undertakes that it will promptly inform the Funds of any change in applicable laws or regulations (or interpretations thereof) which would prevent or impair full performance of any of its obligations hereunder.

9. FORCE MAJEURE. SCM shall not be liable or responsible for delays or errors by reason of circumstances beyond its control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots or failure of communication or power supply.

10. INDEMNIFICATION.

10.1 INDEMNIFICATION OF SCM. SCM, its directors, officers, employees and agents shall not be liable for any error of judgment or mistake of law or any loss suffered by the Funds in connection with the performance of its obligations and duties under this Agreement, except a loss resulting from willful misfeasance, bad faith, or gross negligence in the performance of such obligations or duties or by reason of the reckless disregard thereof by SCM, its directors, officers, employees and agents. The Funds will indemnify and hold SCM, its directors, officers, employees and agents harmless, from all losses, claims, damages, liabilities or expenses (including reasonable fees and disbursements of counsel) from any losses, liabilities, damages, or expenses (collectively, "Losses") resulting from any and all claims, demands, actions or suits (collectively, "Claims") arising out of or in connection with actions or omissions in the Funds including, but not limited to, any misstatements or omissions in a prospectus, actions or inactions by the Funds or any of its agents or contractors or the performance of SCM's obligations hereunder or otherwise not resulting from the willful misfeasance, bad faith, or gross negligence of SCM, its directors, officers, employees or agents, in the performance of SCM's duties or from reckless disregard by SCM, its directors, officers, employees or agents of SCM's obligations and duties under this Agreement.

Notwithstanding anything herein to the contrary, the Funds will indemnify and hold SCM harmless from any and all Losses (including reasonable counsel fees and expenses) resulting from any Claims as a result of SCM's acting in accordance with any received instructions from the Funds.

10.2 INDEMNIFICATION OF THE FUNDS. Without limiting the rights of the Funds under applicable law, SCM will indemnify and hold the Funds harmless from any and all Losses (including reasonable fees and disbursements of counsel) from any Claims resulting from the willful misfeasance, bad faith, or gross negligence of SCM, its directors, officers, employees or agents, in the performance of SCM's duties or from reckless disregard by SCM, its directors, officers, employees or agents of SCM's obligations and duties under this Agreement.

10.3 SURVIVAL OF INDEMNITIES. The indemnities granted by the parties in this Section 10 shall survive the termination of this Agreement.

11. INSURANCE. SCM shall maintain such reasonable insurance coverage as is appropriate against any and all liabilities which may arise in connection with the performance of its duties hereunder.

12. FURTHER ASSURANCES. Each party agrees to perform such further acts and execute further documents as are necessary to effectuate the purposes hereof.

13. TERMINATION. This Agreement shall continue in force and effect until terminated or amended to such an extent that a new Agreement is deemed advisable by either party. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time, without payment of any penalty, by either party upon ninety (90) days written notice to the other party.

14. NON-EXCLUSIVITY. Nothing in this Agreement shall limit or restrict the right of SCM to engage in any other business or to render services of any kind to any other corporation, firm, individual or association.

15. AMENDMENTS. This Agreement may be amended only by mutual written consent of both parties.

16. NOTICE. Any notice that is required to be given by the parties to each other under the terms of this Agreement shall be in writing, addressed and delivered, or mailed post paid to the other party at the principal place of

business of such party.

17. CERTAIN RECORDS. Any records required to be maintained and preserved pursuant to the provisions of Rule 31a-1 and Rule 31a-2 promulgated under the 1940 Act which are prepared or maintained by SCM on behalf of the Corporation are the property of the Corporation and will be surrendered promptly to the Corporation on request.

18. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the applicable provisions of the 1940 Act. To the extent that the applicable laws of the State of Wisconsin, or any of the provisions herein, conflict with the applicable provisions of the 1940 Act, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first stated above.

| | |
|-----------|---------------------------------|
| <TABLE> | |
| <CAPTION> | |
| <S> | <C> |
| Attest: | Strong Capital Management, Inc. |

| | |
|---------|--------------------|
| ----- | ----- |
| Attest: | Strong _____, Inc. |

| | |
|----------|-------|
| ----- | ----- |
| </TABLE> | |

SCHEDULE A

The Funds of the Corporation currently subject to this Agreement are as follows:

| | | |
|--------------|-------------|---------------------------------------|
| <TABLE> | | |
| <CAPTION> | | |
| <S> | <C> | <C> |
| PORTFOLIO(S) | ANNUAL RATE | Date of Addition TO THIS AGREEMENT |

| | |
|-----------|-----|
| </TABLE> | |
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| <CAPTION> | |
| <S> | <C> |

| | |
|---------|---------------------------------|
| Attest: | Strong Capital Management, Inc. |
| ----- | ----- |

| | |
|---------|--------------------|
| Attest: | Strong _____, Inc. |
| ----- | ----- |

</TABLE>