



Brochure
Dated: September 28, 2018

Contact: Kenneth Ross, Chief Compliance Officer

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This Brochure provides information about the qualifications and business practices of Eagle Capital Management, LLC. If you have any questions about the contents of this Brochure, please contact us at 985-778-0987 or kross@eagle-capital.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Eagle Capital Management, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Eagle Capital Management, LLC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Material Changes

Since its Annual Amendment filing on March 22, 2018, Eagle Capital Management has moved its principal office to 1417 West Causeway Approach Mandeville, LA 70471.

ANY QUESTIONS: Eagle's Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding this amended Brochure.

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Item 4 Advisory Business

- A. Eagle Capital Management, LLC (“Eagle”) is a limited liability company formed on January 21, 2000 in the State of Louisiana. Eagle became an SEC registered investment advisor firm on February 1, 2000. Eagle is principally owned by Michael Rohm and Kenneth Ross. Mr. Rohm serves as the Firm’s President and Mr. Ross serves as Executive Vice President and Chief Compliance Officer.
- B. As discussed below, Eagle offers to its clients (individuals, banks, pension and profit sharing plans, trusts, estates and charitable organizations and business entities) investment management services. Eagle **does not** hold itself out as providing financial planning, estate planning or accounting services.

INVESTMENT MANAGEMENT SERVICES

The client can determine to engage Eagle to provide discretionary investment management services on a *fee* basis. Eagle’s annual investment management fee is based upon a percentage (%) of the market value of the assets placed under Eagle’s management, generally between 0.50% and 1.50%.

MISCELLANEOUS

No Financial Planning or Non-Investment Consulting/Implementation Services.

Eagle does not provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. **Please Note:** Eagle does not serve as an attorney or accountant, and no portion of our services should be construed as legal, accounting, or insurance implementation services. Accordingly, we **do not** prepare estate planning documents, tax returns or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc). You are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation made by Eagle or its representatives. **Please Note:** If the client engages any unaffiliated recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Retirement Rollovers-Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer’s plan, if permitted, (ii) roll over the assets to the new employer’s plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account (“IRA”), or (iv) cash out the account value (which could, depending upon the client’s age, result in adverse tax consequences). If Eagle recommends that a client roll over their retirement plan assets into an account to be managed by Eagle, such a recommendation creates a conflict of interest if Eagle will earn an advisory fee on the rolled over assets. **No client is under any obligation to roll over retirement plan assets to an account managed by Eagle. Eagle’s Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

Employee Retirement Income Security Act (ERISA) / Internal Revenue Code (IRC) Fiduciary Acknowledgment. If the client is: (i) a retirement plan (“Plan”) organized under ERISA; (ii) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the IRC, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (iii) the beneficial owner of an IRA acting on behalf of the IRA; or (iv) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the IRC: then Eagle represents that it and its representatives are fiduciaries under ERISA or the IRC, or both, with respect to any investment advice provided by Eagle or its representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

Client Obligations. In performing its services, Eagle shall not be required to verify any information received from the client or from the client’s other designated professionals and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify Eagle if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Eagle’s previous recommendations and/or services.

Use of Mutual and Exchange Traded Funds: Most mutual funds and exchange-traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by Eagle independent of engaging Eagle as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Eagle’s initial and ongoing investment advisory services.

Portfolio Activity. Eagle has a fiduciary duty to provide services consistent with the client’s best interest. As part of its investment advisory services, Eagle will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client’s investment objective. Based upon these factors, there may be extended periods of time when Eagle determines that changes to a client’s portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Eagle will be profitable or equal any specific performance level(s).

Cash Positions. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Eagle may maintain cash positions for defensive purposes. All cash positions (money market funds and equivalents) shall be included as part of assets under management for purposes of calculating Eagle’s advisory fee.

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Eagle) will be profitable or equal any specific performance level(s).

Disclosure Statement. A copy of Eagle’s written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Management Agreement*.

- C. Eagle shall provide investment management services specific to the needs of each client. Prior to providing investment management services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Eagle shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on Eagle's services.
- D. Eagle does not participate in a wrap fee program.
- E. As of December 31, 2017, Eagle had \$313,000,000 in assets under management on a discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT MANAGEMENT SERVICES

If a client determines to engage Eagle to provide discretionary investment management services on a *fee* basis, Eagle's annual investment management fee shall be based upon a percentage (%) of the market value and type of assets placed under Eagle's management, generally between 0.50% and 1.50% as follows:

Balanced, Equity and Mutual Fund Accounts

1.50%.....for the first \$10 million

1.25%.....for the balance

Fixed Income Accounts (100% Fixed Income)

.60%.....for the first \$10 million

.50%.....for the balance

- B. Clients may elect to have Eagle's management fees deducted from their custodial account. Both Eagle's *Investment Management Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Eagle's investment management fee and to directly remit that management fee to Eagle in compliance with regulatory procedures. In the limited event that Eagle bills the client directly, payment is due upon receipt of Eagle's invoice. Eagle shall deduct fees and/or bill clients quarterly in arrears, based upon the market value of the assets on the last business day of the billing quarter.
- C. As discussed below, unless the client directs otherwise, or an individual client's circumstances require, Eagle generally recommends that Charles Schwab and Co., Inc. ("*Schwab*"), an unaffiliated SEC-registered broker-dealer and FINRA member, serves as the broker-dealer/custodian for clients' investment management assets. Broker-dealers such as *Schwab* charge brokerage commissions and/or transaction fees for effecting certain securities transactions. In addition to Eagle's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).
- D. Eagle's annual investment management fee shall be prorated and paid quarterly, in arrears, based upon the market value of the assets on the last business day of the billing

quarter. The *Investment Management Agreement* between Eagle and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Management Agreement*. Upon termination, Eagle shall debit the client's account for any unpaid investment management fee.

- E. Neither Eagle, nor its representatives accept compensation from the sale of securities or other investment products.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither Eagle nor any supervised person of Eagle accepts performance-based fees.

Item 7 Types of Clients

Eagle's clients shall generally include individuals, banks, pension and profit sharing plans, trusts, estates and charitable organizations and business entities. Eagle does not generally require an annual minimum fee or impose a minimum annual fee for investment management services. Eagle, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). **Please Note:** Similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Eagle's Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client may have regarding its advisory fee schedule.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

- A. Eagle may utilize the following methods of security analysis:
- Fundamental – (analysis performed on historical and present data, with the goal of making financial forecasts)
 - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
 - Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

Eagle may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

Please note that different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Eagle) will be profitable or equal any specific performance level(s). Please

also note that investing in securities involves risk of loss that clients should be prepared to bear.

- B. Eagle's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Eagle must have access to current/new market information. Eagle has no control over the dissemination rate of market information; therefore, unbeknownst to Eagle, certain analyses may be compiled with outdated market information, limiting the value of Eagle's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Eagle's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short-term investment strategy and substantially higher transaction costs than a longer term investment strategy.

- C. Currently, Eagle primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, mutual funds and/or exchange traded funds ("ETFs") on a discretionary basis in accordance with the client's designated investment objective(s).

Item 9 Disciplinary Information

Eagle has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither Eagle, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Eagle, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. Eagle is also a licensed insurance agency, and managers of Eagle serve as its agents. In such capacity, Eagle and its managers/agents are licensed to offer insurance products on a commission basis. In addition, in the event that a client requests that Eagle address insurance issues, Eagle may utilize the assistance/expertise of an unaffiliated licensed

insurance agency. In such event, Eagle and the unaffiliated insurance agency may share the insurance commissions.

Eagle does not hold itself out to the public as an insurance agency, and its managers/agents do not solicit clients to purchase insurance products. Rather, Eagle provides insurance as an accommodation service and will only address insurance issues with clients if they specifically request that Eagle does so. No client is under any obligation to engage Eagle or its managers/agents for insurance needs. The insurance commission business of Eagle and its managers/agents is extremely limited and not material to Eagle's business. **Conflict of Interest:** The recommendation that a client purchase an insurance product presents a conflict of interest if either Eagle and/or its representatives receive any commission compensation resulting from the client's purchase. No client is under any obligation to purchase any insurance commission products from Eagle or its representatives. Clients are reminded that they may purchase insurance products recommended by Eagle through other non-affiliated insurance agencies and/or agents. **Eagle's Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- D. Eagle does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

- A. Eagle maintains an investment policy relative to personal securities transactions. This investment policy is part of Eagle's overall Code of Ethics, which serves to establish a standard of business conduct for all of Eagle's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Eagle also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Eagle or any person associated with Eagle.

- B. Neither Eagle nor any related person of Eagle recommends, buys, or sells for client accounts, securities in which Eagle or any related person of Eagle has a material financial interest.
- C. Eagle and/or representatives of Eagle *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Eagle and/or representatives of Eagle are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Eagle did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Eagle's clients) and other potentially abusive practices.

Eagle has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Eagle's "Access Persons". Eagle's securities transaction policy requires that an Access Person of Eagle must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Eagle selects; provided, however that at any time that Eagle has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Eagle and/or representatives of Eagle *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Eagle and/or representatives of Eagle are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11.C, Eagle has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Eagle's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Eagle recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Eagle to use a specific broker-dealer/custodian), Eagle generally recommends that investment management accounts be maintained at *Schwab*. Prior to engaging Eagle to provide investment management services, the client will be required to enter into a formal *Investment Management Agreement* with Eagle setting forth the terms and conditions under which Eagle shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Eagle considers in recommending *Schwab* or any other broker-dealer/custodian to clients) include historical relationship with Eagle, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Eagle's clients shall comply with Eagle's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Eagle determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Eagle will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Eagle's investment management fee. Eagle's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Schwab Benefits

Eagle receives from *Schwab*, certain additional economic benefits (“Additional Benefits”) that may or may not be offered to Eagle again in the future. Specifically, the Additional Benefits include partial payment to PortfolioCenter for technology related expenses. Eagle has no expectation that this Additional Benefits will be offered again; however, Eagle reserves the right to negotiate for these Additional Benefits in the future. *Schwab* provides the Additional Benefits to Eagle in its sole discretion and at its own expense, and neither Eagle nor its clients pay any fees to *Schwab* for the Additional Benefits. In order to remain eligible for the Additional Benefits provided by *Schwab*, Eagle is expected to be the adviser of record for at least \$200 million dollars maintained at *Schwab*. **Eagle’s Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding the above arrangement and corresponding conflict of interest.**

Research and additional benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Eagle may receive from *Schwab* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Eagle to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Eagle may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Eagle in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Eagle in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Eagle to manage and further develop its business enterprise.

Eagle’s clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* as a result of this arrangement. There is no corresponding commitment made by Eagle to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

2. Eagle does not receive referrals from broker-dealers.
3. Eagle may accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Eagle will not seek better execution services or prices from other broker-dealers or be able to “batch” the client’s transactions for execution through other broker-dealers with orders for other accounts managed by Eagle. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account

than would otherwise be the case. Higher transaction fees adversely impact performance.

Please Note: In the event that the client directs Eagle to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Eagle. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Eagle's Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding the above arrangements.

- B. To the extent that Eagle provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Eagle decides to purchase or sell the same securities for several clients at approximately the same time. Eagle may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Eagle's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Eagle shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Eagle provides investment supervisory services, account reviews are conducted on an ongoing basis by Eagle's managers and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise Eagle of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Eagle on an annual basis.
- B. Eagle may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Eagle may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Eagle receives certain economic benefits from *Schwab*, including Eagle's receipt, without cost (and/or at a discount), of support services and/or products from *Schwab*.

Eagle's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* as a result of this arrangement. There is no corresponding commitment made by Eagle to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

- B. If a client is introduced to Eagle by either an unaffiliated or an affiliated solicitor, Eagle *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Eagle's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Eagle by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of Eagle's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Eagle and the solicitor, including the compensation to be received by the solicitor from Eagle.

Item 15 Custody

Eagle shall have the ability to have its management fee for each client debited by the custodian. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Eagle may also provide a written periodic report summarizing account activity and performance.

To the extent that Eagle provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Eagle with the account statements received from the account custodian. The account custodian does not verify the accuracy of Eagle's management fee calculation.

Please Also Note: Custody Situations: Eagle engages in other practices and/or services on behalf of its clients that require disclosure at ADV Part 1, Item 9, but such practices and/or services **are not** subject to an annual surprise CPA examination in accordance with the guidance provided in the SEC's February 21, 2017 Investment Adviser Association No-Action Letter.

Item 16 Investment Discretion

The client can determine to engage Eagle to provide investment management services on a discretionary basis. Prior to Eagle assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Management Agreement*, naming Eagle as the client's attorney and agent in fact, granting Eagle full authority to

buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Eagle on a discretionary basis may, at anytime, impose restrictions, in writing, on Eagle's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Eagle's use of margin, etc.).

Item 17 Voting Client Securities

- A. Eagle does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Eagle to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Eagle does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Eagle is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Eagle has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Eagle's Chief Compliance Officer, Kenneth Ross, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.