

Eagle Investment Advisors, LLC

ADV Part II - Brochure January 2012 #1002

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Eagle Investment Advisors is a Pennsylvania Limited Liability Corporation owned by David L. Summers and Jay A. Painter. After having previously worked for the same investment advisory firm, Jay Painter and David Summers formed Eagle Investment Advisors in 2006. Eagle Investment Advisors is currently regulated by the Pennsylvania Securities Commission.

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1. Advisory Business and Services

Eagle Investment Advisors (Eagle) is an independent investment adviser registered with the appropriate regulatory agency which is either the Securities and Exchange Commission (SEC) or the Commonwealth of Pennsylvania. Eagle provides investment advisory services to individuals, retirement plans, trusts, estates, charitable organizations and corporations. The Eagle style is to provide unbiased investment advisory services with broad diversification across asset classes and investment vehicles, tailored to the individual client's needs and objectives. The services offered by Eagle are described as follows.

Eagle generally manages investment advisory accounts on a discretionary basis, but does allow for both non-discretionary accounts and for non-discretionary investments to be held in discretionary accounts on a limited basis . (An example of a non-discretionary investment held in a discretionary account would be an individual stock that the client has either asked us to purchase or has been transferred into the account.) Clients have the opportunity to restrict the types of investments which may be made on the client's behalf.

2. Investment/Wealth Management Services

Through personal discussions and or structured questionnaires, Eagle develops goals and objectives based upon a client's investment time horizon and risk tolerance, as well as their circumstances and core financial-related values. Eagle will develop for the client a personal investment policy and asset allocation, and then create and manage a portfolio based on that policy. Eagle provides advice regarding a client's specific financial concerns; for example, the ability to retire or a determination of the required portfolio allocation and design to meet goals and objectives.

Eagle will allocate the client's assets among various investments taking into consideration the Investment Policy Statement. Eagle uses a diversified approach to investing in high quality investments across broad economic sectors as well as investment styles. Investing strategies may include long-term and short-term investments, depending upon the individual needs of the client and market conditions. Eagle uses asset allocation, or spreading investments among a number of asset classes and sectors (domestic stocks, foreign stocks, large, mid and small cap stocks, corporate and government bonds) for most client accounts. Eagle will generally use mutual funds and exchange traded funds as well as individual stocks and bonds when necessary. Investments are typically held for the longer term more of a passive investment approach. We continuously assess the economic and investment environments and adjust our analysis based on current conditions and the realities of the marketplace. While our goal is to achieve attractive returns, managing risk is the key to creating and preserving long-term wealth. Our reviews and consideration for the purchase or retention of a security may depend upon any number of the following criteria: Historical Returns, Style Drift, Management Changes, Relative Performance, Expenses and Risk Management.

For new accounts, Eagle will evaluate securities initially contributed and may sell all or a portion of such securities to the extent that such securities may not be included in our normal portfolio holdings for such account (unless such securities are designated unsupervised or subject to another arrangement). The client will be responsible for any tax liabilities which may result from any sale or other transactions initially or during management of the account.

3. Comprehensive Planning

Comprehensive planning includes a review of all aspects of a client's current financial situation, including but not limited to the following components: cash management, risk management, insurance, educational funding, goal setting, retirement planning, estate and charitable giving, tax planning and capital needs planning.

Preparation of a comprehensive plan, which includes all of the above components, may take several months to complete and may involve several meetings with the client or other family members as well as other professionals; such as, accountants and attorneys, as well as a review of related documents and data supplied by the client. Additional meetings may include a review of additional financial information; i.e., sources of income, assets owned, existing insurance, liabilities, wills, trusts, business agreements, tax returns, investments, and personal and family obligations, risk tolerance, financial goals and objectives, and time horizons.

The financial or investment plan may include both long and short-term considerations, depending upon the individuals objectives. Eagle provides the client with a plan that takes into consideration each of the client's specific needs, and then Eagle makes recommendations that are designed to be compatible with the client's stated goals and objectives.

Upon completion of the plan, an implementation schedule would be reviewed with the client to determine which steps will be pursued, and with whom the steps may be accomplished. The client is under no obligation to utilize additional services of Eagle, and is under no obligation to implement the advice or plan. Clients may choose all or certain components of advice and recommendations and can implement the recommendations through the service providers of their choice.

4. Compensation and Fees

Eagle's current fee schedule is as follows and fee calculations are based on Assets Under Management

	Investment Advisory Service
First \$1,000,000 in aggregated assets	1.00%
Next \$2,000,000	0.75%
Above \$3,000,000	0.50%

Fees are payable at the end of the calendar quarter in arrears and based upon the total market value of each client's investment portfolio from the date the account was established, prorated when necessary as of the last day of the month of the preceding calendar quarter.

Eagle may enter into fixed or negotiated fee arrangements when appropriate.

Generally, all custodians who provide custody of Individual Retirement Account assets charge annual administrative fees. These fees are the responsibility of the client and are separate and not included as part of Eagle fees.

Additional Information on Compensation

In certain circumstances, fees, account minimums and payment terms may be negotiable.

Eagle's fees may be negotiable based on various criteria, including, but not limited to: the size of the aggregate related party portfolio, size and pre-existing relationships with the client or their family. Compensation will ultimately be based on the time involved, the degree of responsibility assumed, complexity of the engagement, special skills needed to solve problems, the application of experience and knowledge of the client's situation.

Related accounts may be linked for purposes of fee calculation if all parties agree; meaning certain accounts, approved by Eagle, may be grouped for fee calculations.

Fees are not charged based on the capital gains or the capital appreciation of any funds or any part of any funds of any client in a manner prohibited by the Investment Advisors Act of 1940.

All fees paid to Eagle for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. Mutual Fund fees will generally include a management fee, other fund expenses and a possible distribution fee. Mutual funds purchased by Eagle for a client account will be executed at net asset value. Accordingly, the client should review the prospectus of a mutual fund regarding fees charged by the funds in conjunction with fees charged by Eagle to fully understand the total amount of fees to be paid by the client, and to thereby evaluate the advisory services being provided.

If the fund also imposes sales charges, the client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without the services of Eagle. In that case, the client would not receive the services provided by Eagle which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by Eagle to fully understand the total amount of fees to be paid by the client and to thereby evaluate the value of the advisory services being provided.

In addition to Eagle account fees, clients may also incur certain charges imposed by third-parties which may include the following: mutual fund or money market 12(b)-1 and sub transfer fees; fund or money market management fees and administrative expenses; mutual fund transaction fees; IRA and qualified retirement plan fees and other charges required by law. Many broker/dealers (including Raymond James

Financial Services, Inc.) will retain 12(b)-1 fees and any other fees paid by the mutual fund companies, rather than refunding them to the client. Eagle does not earn, charge or collect any commissions relative to any transactions implemented nor do we retain any 12-(b)1 fees.

5. Conditions for Managing Accounts

Eagle generally requires a minimum account size of \$200,000 for Investment Advisory/Management accounts. Waivers or exceptions from minimum account sizes may be granted at the exclusive discretion of Eagle management.

6. Investing and Investments

Eagle will allocate the client's assets among various investments taking into consideration the overall management style selected by the client and Eagle Investment Advisors. Mutual funds may be selected on the basis of any or all of the following criteria: the fund's performance history over the longer term; the industry sector in which the fund invests; the track record of the fund's manager; the fund's investment objectives; management style and philosophy; and management fee structure. Portfolio weighting between funds and market sectors will be determined by each client's individual needs and circumstances.

7. Investment or Brokerage Discretion

Eagle generally has limited power of attorney to act on a discretionary basis on behalf of clients. When such limited powers exist between the client and Eagle, Eagle may choose both the amount and type of publicly traded securities to be bought to satisfy account objectives. This is the case with most of Eagle's clients. Additionally, Eagle accepts any reasonable limitation or restriction to such authority placed by the client. All limitations and restrictions placed on account must be presented to Eagle in writing.

While Eagle may at times recommend brokers, the client may direct Eagle in writing to use a particular broker or dealer to execute transactions for the client's account, of which the client will negotiate terms and arrangements with that broker or dealer. In directing the use of a particular broker dealer, it should be understood that Eagle will not have authority to negotiate commissions or obtain volume discounts, and best execution may not be achieved.

In addition, a disparity in commission charges may exist between the commissions charged to other clients. Eagle may not be able to seek better execution services or prices from other brokers or dealers and as a result, the client could pay higher commissions, other transaction costs, greater spreads, or receive less favorable net prices on transactions for client's account than would otherwise be achieved.

While it is possible that clients may pay higher commission or transactions fees through Raymond James Financial Services (RJFS), Eagle has determined that RJFS currently offers the best overall value to Eagle and its clients for the customer service, brokerage, research services and technology it provides. Eagle believes these qualities make RJFS superior to most non-service oriented, deep-discount and internet/web based brokers that may otherwise be available to the public.

Raymond James Financial Services (RJFS) our current custodian – broker/dealer is typically recommended to clients, and as a result, client transactions are generally executed through RJFS. Eagle does not have the discretion to determine the commission to be paid. When a client selects RJFS, commission rates will be the lowest rate available to Eagle based on its volume of activity; however, commissions charged may be higher or lower than commission rates available at other broker/dealers.

8. Review of Accounts

Portfolios are monitored on an ongoing basis, with more formal reviews on or about a quarterly basis. Individual portfolios under \$50,000. are generally reviewed on a semi-annual basis. Reviews could also occur at the time of new deposits, material changes in client's financial information, changes in economic cycles or at Eagle's discretion. Reviews entail analyzing securities, sensitivity to overall markets, economic changes, investment results and asset allocation, to ensure the investment strategy and expectations are structured to continue to meet clients' objectives.

Mr. Painter serves as primary contact on his client account relationships, and Mr. Summers serves as primary contact on his primary account relationships. Each maintain contact with clients by phone or in person; however, RJFS or other administrative personnel may assist with general client communication and services when appropriate. Communications may be, when agree upon, be delivered by acceptable electronic means.

Clients receive account statements and activity reports at least quarterly from custodial and brokerage firms. Eagle may also prepare reports or communications related to investment advisory services provided or as may be requested by clients.

9. Margin

When appropriate to meet the needs of the client, Eagle may recommend the use of margin transactions. Because this investment strategy involves a certain degree of additional risk, it will only be recommended when consistent with the client's stated tolerance for risk. Clients also must meet the approved criteria of RJFS or the custodian/broker dealer.

10. Custody

With the exception of the ability to debit client accounts for fees, Eagle will not have custody of clients' funds or securities.

Client assets shall be held in the custody of a bank, trust company or custodian-broker/dealer firm agreed upon by the client and Eagle. However, as part of the Investment Management Agreement signed by the client, the client authorizes Eagle to debit fees directly from the client's account at the custodian.

Eagle sends invoices or other acceptable communication to the custodian which states the amount of the fee. The custodian is advised in writing of the limitation of Eagle's access to the account. The custodian will also send an account statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of advisory fees paid directly to Eagle.

Though Eagle will assist the client in establishing and maintaining accounts at the custodian, Eagle shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the custodian.

11. Proxy Voting

Eagle neither votes proxies for clients, nor provides advice to clients about how to vote proxies. The custodian sends proxies directly to the clients for voting and may do so electronically.

12. Privacy of Client Information

Eagle provides a Privacy Notice to each client at the time of engaging Eagle's services, and annually thereafter or as provided by law. The Privacy Notice discloses the type of information Eagle collects regarding a client, any third party Eagle may share information with and safeguards over client privacy. Eagle does not sell or distribute in any way client information.

13. Participation or Interest in Client Transactions

Eagle and its employees may buy or sell securities identical to those recommended to customers for their personal accounts. Because of this commonality of interest, Eagle has adopted a Code of Ethics and Statement for Insider Trading to which each employee must comply. The Code contains provisions reasonably necessary to deter

misconduct and conflicts of interest and to detect any violation. The Code's key provisions include:

- Statement of General Principles
- Policy on Personal Securities Transactions, including
 - Pre-clearance on all individual securities purchases and sales
 - Pre-clearance on IPO's and Private Placements
 - Procedures for Reporting Personal Securities Transactions and Holdings
- Code of Conduct
- Annual Acknowledgements by Covered Personnel

In addition, the Code contains the following additional provisions:

- A director, officer, or employee of Eagle shall not buy or sell securities for their personal portfolio where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the Financial public upon reasonable inquiry.
- All individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisers.
- Any individual not in compliance with the Code of Ethics may be subject to termination.

Eagle will provide a copy of its Code of Ethics to any client or prospective client upon request.

Additional Compensation

Eagle may have the opportunity to receive traditional "non-cash benefits" from RJFS; such as, customized statements; receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk servicing RJFS Advisors exclusively; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; ability to have investment advisory fees deducted directly from client accounts; access to an electronic communication network for client order entry and account information; access to mutual funds which generally require significantly high minimum initial investments or those that are otherwise only generally available to institutional investors; reporting features; receipt of industry communications; and perhaps discounts on business-related products.

RJFS may also provide general access to research and perhaps discounts on research products. Any research received is used for the benefit of all clients. Eagle has no written or verbal arrangements whereby it receives soft dollars. *The term soft dollars refers to the payments made by mutual funds (and other money managers) to their service providers.* From time to time, RJFS may offer production-based incentives such as the

ability to attend industry-related conferences or other benefits; however, Eagle does not believe that such incentives impair Eagle's independence. While these individuals endeavor at all times to put the interest of the clients first as part of Eagle's fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

14. Termination

An Investment Advisory or Wealth (Life) Management Agreement may be cancelled with 30 days written notice by either party. Upon termination of any account, any prepaid, unearned fees will be promptly refunded and any earned, unpaid fees will be due and payable.

The client may terminate the Investment Management Agreement without penalty (full refund or no fees due) within 5 business days of signing the Agreement if Eagle's ADV Part II was not delivered at least 48 hours prior to engagement.

Either party may terminate financial planning agreements upon receipt of 30 days written notice. Upon termination of a financial planning engagement, any prepaid, unearned fees will be promptly refunded based upon the time spent and services rendered by Eagle up to the time of termination.

A custodian-broker/dealer may also charge closing fees.

15. Education and Business Standards

Eagle requires individuals providing investment advice to have a college degree and/or a minimum of three years of experience in the securities field with specialized training. In addition, individuals must be properly licensed and registered, unless exempted.

Education and Business Background

David L. Summers (1954)

Business Background

Eagle Investment Advisors Principal and Chief Compliance Officer	2006 Present
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Weathervane Wealth Management* Senior Vice President	2004 - 2006
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Patriot Advisors* Vice President	2003 - 2004
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Patriot Bank Corp* Vice President	2002 - 2003
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Bonds and Paulus Associates, Inc* Vice President (* each of these was acquired by the other)	2001 - 2002
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First Financial Bank Downingtown, PA Vice President/ Senior Trust Officer	1997 - 2001
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Downingtown National Bank Downingtown, PA Vice President/ Senior Trust Officer	1984 - 1997
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Education

Penn State University & DCCC
Criminal Justice and Business Administration & Paralegal
Cannon Financial Institute
Pennsylvania School of Estates and Trusts
American College of Financial Planning
Kaplan Financial College

Professional Designations and Licenses

NASD Series 7 - NASAA Series 65 w/d
Pennsylvania Life and Health Insurance License

- Mr. Summers is a general partner of SSV, LLC, a commercial real estate company, located in East Brandywine Township, Downingtown, PA. Eagle Investment Advisors currently leases commercial office space from this firm.

Education and Business Background (cont)

Jay A. Painter (1961)

Eagle Investment Advisors Principal and Chief Investment Officer	2006 Present
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Weathervane Wealth Management* Senior Vice President	2004 - 2006
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Patriot Advisors* Vice President	2003 - 2004
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Patriot Bank Corp* Vice President	2002 - 2003
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Bonds and Paulus Associates, Inc* Vice President	1998 - 2002
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(* each of these was acquired by the other)

Financial Resources, Inc. Financial Analyst	1997-1998
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Milbern Associates, aka The Hankin Group, Vice President of Finance	1984-1996
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Education

B.S. Business and Economics, Lehigh University 1983

CFA Society of Philadelphia

Equity Research and Valuations Techniques 2003, 2005, 2007 and 2009

CFA Institute – annual conference and seminars

Professional Designations and Licenses

NASD Series 7 and NASAA Series 65 w/d

Pennsylvania Licensed Real Estate Broker – Mr. Painter is a real estate broker with Eagleview Properties and receives compensation as a consultant for the firm.