

Eagle Growth Shares, Inc.

Sales Charge Information

Reducing your sales charge on shares of Eagle Growth Shares, Inc.

There are a number of ways a shareholder may reduce the initial sales charge on purchases of shares of Eagle Growth Shares, Inc. (the “Fund”). Find out below about:

- How sales charges are determined
- Letters of Intent
- Rights of Accumulation
- Group Discount Privileges
- Account Reinstatement Privilege

At the time that an investment is made, the Fund or Baxter Financial Corporation, the Fund’s underwriter (the “Underwriter”), or Unified Fund Services, Inc., the Fund’s transfer agent (the “Transfer Agent”), must be notified that the investment is eligible for a sales charge reduction (either by the investor or the investor’s financial intermediary). If the Fund is not notified, the investment might not receive a sales charge reduction.

What are the sales charges?

The following schedule shows the sales charges applicable to purchases of Fund shares:

	Sales Charge as a Percentage of the:	
	Amount Invested	Offering Price
<u>Amount of Purchase:</u>		
\$9,999 or less.....	9.29%	8.50%
\$10,000 - \$24,999, inclusive	8.40	7.75
\$25,000 - \$49,999, inclusive	6.66	6.25
\$50,000 - \$99,999, inclusive	4.17	4.00
\$100,000 or more.....	0.00	0.00

How are the sales charges determined? What are concurrent purchases?

The sales charge schedule is applicable to purchases of Fund shares and combined purchases of shares of the Fund and of the Philadelphia Fund, Inc. (the “Philadelphia Fund”), another investment company advised by Baxter Financial Corporation, made at one time (together, “concurrent purchases”) by an individual; an individual, the individual’s spouse and children under the age of 21; and a trustee or other fiduciary of a single trust estate or single fiduciary account. Employee benefit plans qualified under Section 401 of the Internal Revenue Code of 1986, as amended (the “Code”), and organizations exempt from taxation under Sections

501(c)(3) or (13) of the Code, may purchase Fund shares at one-half the sales charges listed above.

This schedule also is applicable to subsequent purchases of Fund shares by an individual; an individual, the individual's spouse and children under the age of 21; or a trustee or other fiduciary of a single trust estate or single fiduciary account where the aggregate investments in Fund shares and/or shares of the Philadelphia Fund, including shares held under the Philadelphia Fund Single Payment Investing Programs and Systematic Investing Programs upon which all scheduled payments have been made, is \$10,000 or more.

In order to determine an investor's eligibility for a lower sales charge, the shares currently held by the investor are valued at the then net asset value or the cost of such shares to the investor, whichever is greater. The Underwriter or the Transfer Agent (if the payment is being made by the investor directly to the Transfer Agent) must be notified when a sale takes place that would qualify for a reduced sales charge on the basis of previous purchases, and a reduction in the sales charge will be granted when the aggregate holdings are confirmed through a check of the Fund's records. Shareholders should retain any records necessary to substantiate historical cost because the Fund, its transfer agent and financial intermediaries may not maintain this information.

At the time of purchase, a shareholder should inform the Fund or the shareholder's financial intermediary of the existence of other accounts in which there are holdings eligible to meet sales load breakpoints, including copies of account statements reflecting the eligible Fund share holdings. Investors should confirm their eligibility for sales charge reductions, because if the Fund, the Underwriter, the Transfer Agent, or the investors' financial intermediaries, as applicable, are not notified at the time of investment that the investment is eligible for a reduced sales charge, the investment might not receive a sales charge reduction.

Letters of Intent

An investor may qualify for a reduced sales charge by signing a non-binding Letter of Intent, stating the investor's intention to invest at least \$10,000 during a 13 month period. The Letter of Intent is applicable to concurrent purchases - to the aggregate amount of purchases of shares of the Fund and combined purchases of shares of the Fund and of the Philadelphia Fund made by an individual; an individual, the individual's spouse and children under the age of 21; and a trustee or other fiduciary of a single trust estate or single fiduciary account, as well as employee benefit plans qualified under Section 401 of the Code, and organizations exempt from taxation under Sections 501(c)(3) or (13) of the Code. The Letter of Intent must be filed within 90 days after the first purchase to be included under it. The value of shares of the Fund and/or the Philadelphia Fund previously purchased, including shares held under Eagle Growth Shares or the Philadelphia Fund Single Payment Investing Programs and Systematic Investing Programs upon which all scheduled payments have been made, will be included as a credit toward completion of the Letter of Intent to the extent that such shares are held during the 13 month period of the Letter of Intent when the investor so requests. The amount to be credited will be equal to the offering price of the shares held on the date of the first purchase under the Letter of Intent. The initial purchase under a Letter of Intent must be in an amount of at least \$1,000, and subsequent purchases not less than \$500.

Five percent of the total dollar amount specified in the Letter of Intent is held in escrow by the U.S. Bank, N.A., the Fund's custodian (the "Custodian") in Fund shares. Any dividends or capital gains distributions on the escrowed shares are credited to the shareholder. Upon completion of the total dollar amount specified in the Letter of Intent, the escrowed shares are released. If total purchases under the Letter of Intent are less than the amount specified therein, the shareholder is required to remit to the Underwriter an amount equal to the difference between the dollar amount of sales charges actually paid and the amount that would have been paid if the total purchases made under the Letter of Intent were made at one time. If the shareholder does not pay such difference within 20 days after having received written request from the Underwriter, the Custodian is authorized to redeem so many of the escrowed Fund shares to realize such difference and release any remaining full shares and cash for any fractional shares to the shareholder. There is no obligation on an investor to purchase or the Fund to sell the full indicated amount.

Rights of Accumulation

The reducing scale of sales charges also applies to subsequent purchases of the Fund's shares by an individual; an individual, the individual's spouse and children under the age of 21; or a trustee or other fiduciary of a single trust estate or single fiduciary account where the aggregate investments in shares of the Fund and/or the Philadelphia Fund, including shares held under Eagle Growth Shares or the Philadelphia Fund Single Payment Investing Programs and Systematic Investing Program upon which all scheduled payments have been made, is \$10,000 or more. For example, a shareholder who owns shares of the Fund and/or the Philadelphia Fund that originally cost the shareholder \$5,000, on which the shareholder paid an 8.5% sales charge, may subsequently purchase an additional \$5,000 of the Fund's shares at a sales charge of 7.75% of such subsequent purchase or an additional \$20,000 of the Fund's shares at a sales charge of 6.25%. To determine eligibility, the shares currently held by the investor are valued at the then net asset value or the cost of such shares to the investor, whichever is greater. As noted above, the Underwriter or the Transfer Agent (if the payment is being made by the investor directly to the Transfer Agent) must be notified when a sale takes place that would qualify for a reduced sales charge on the basis of previous purchases, and reductions will be granted when the aggregate holdings are confirmed through a check of the records of the Fund. The reduced sales charges will be applicable to subsequent purchases by an employee benefit plan qualified under Section 401 of the Code, and organizations exempt from taxation under Sections 501(c)(3) or (13) of the Code.

Group Discount Privileges

Shares of the Fund may also be purchased at net asset value, without a sales charge, by persons who are members of a group that is not organized for the sole purpose of purchasing Fund shares, and that meets the following criteria:

1. Group investments must be sent directly to the Fund's transfer agent by a common remitter that is bonded, as well as licensed and regulated by a state regulatory agency;
2. The group must include at least 750 members or participants;

3. Remittances on behalf of the group must be made at least once per month; and
4. The common remitter must have a written agreement with each participant or member of the group governing the remittance of the investor's funds.

Investments in the Fund on behalf of group participants will be made at the net asset value of the shares of the Fund calculated next after receipt by the Transfer Agent of the investors' funds sent by the common remitter. A qualified group may be a trade association, church group, union, social or fraternal organization. This privilege extends to any purchaser, including the purchaser's spouse and children under the age of 21, who is a member of a qualified group, and who wishes to have the advantage of an individually lower sales charge through either a Letter of Intent or a Right of Accumulation.

The Fund's \$500 minimum initial investment and minimum account balance will be waived for shareholders who are active participants in a group purchase plan approved by the Fund, since shareholders participating in such plans generally make smaller investments on a regular basis. Shareholders with inactive accounts below the \$500 minimum account balance who receive notice of redemption for the first time from the Fund may purchase shares, without the imposition of a sales charge, in an amount sufficient to meet the minimum account balance.

The Fund reserves the right to terminate the privileges to invest in Fund shares at net asset value without a sales charge at any time after 60 days' written notice to the investors affected thereby.

The Fund will send the common remitter, at or before the completion of each purchase of Fund shares for group members, written notice of receipt of the total amount received by the Fund on the group's behalf. Also, if in a current calendar quarter, a payment is not received by the Fund on behalf of a group member on whose behalf a purchase was made in the preceding calendar quarter, the Fund will send the investor written notice that a current payment has not been received on the investor's behalf. Further, if the Fund does not receive a payment from the common remitter on behalf of the group within 10 days on the date specified for delivery of the payment, the Fund will send each group member a written confirmation of the group member's next 3 succeeding investments promptly after they are made.

Account Reinstatement Privilege

A shareholder may, after the shareholder has liquidated any of the shareholder's shares in the Fund following written request to the Fund, reinstate the shareholder's account without payment of any additional sales charge, at the net asset value next calculated after receipt of the reinstatement request, provided that the shareholder meets the qualifications listed below. The Account Reinstatement Privilege may be exercised only once, except with respect to shares held under an Eagle Growth Shares Investing Program, and the amount reinvested may not exceed the amount of the redemption proceeds received on the liquidation of such shares. In addition, the reinstatement must be completed within 30 days after the liquidation.