

SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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FILER

**Cook & Bynum Funds Trust**

CIK: **1459065** | IRS No.: **264491595** | State of Incorporation: **DE** | Fiscal Year End: **0930**  
Type: **485BPOS** | Act: **33** | File No.: **333-158133** | Film No.: **13552699**

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CIK: **1459065** | IRS No.: **264491595** | State of Incorporation: **DE** | Fiscal Year End: **0930**  
Type: **485BPOS** | Act: **40** | File No.: **811-22282** | Film No.: **13552700**

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SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549  
FORM N-1A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Pre-Effective Amendment No.

Post-Effective Amendment No. 9

And

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

Amendment No. 10

(Check appropriate box or boxes.)

**Cook & Bynum Funds Trust**

(Exact name of Registrant as Specified in Charter)

**820 Shades Creek Parkway, Suite 2450**

**Birmingham, AL 35209**

(Address of Principal Executive Office)(Zip Code)

**205-994-2815**

(Registrant's Telephone Number, including Area Code)

**Mr. J. Dowe Bynum**

**820 Shades Creek Parkway, Suite 2450**

**Birmingham, AL 35209**

(Name and Address of Agent for Service)

With copies to:

**David J. Baum, Esq.**

**Alston & Bird LLP**

**950 F Street, N.W.**

**Washington, DC 20004**

Approximate Date of Proposed Public Offering: As soon as practicable following effective date.

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

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





# THE COOK & BYNUM FUND

PROSPECTUS | JANUARY 28, 2013



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## THE COOK & BYNUM FUND SUMMARY

### Investment Objective

Long-term growth of capital.

### Fees and Expenses of the Fund

The table below describes the fees and expenses you may pay if you buy and hold shares of The Cook & Bynum Fund (the “Fund”).

<b>SHAREHOLDER FEES</b> (fees paid directly from your investment)	
Maximum Sales Charge (Load) Imposed on Purchases	None
Maximum Deferred Sales Charge (Load)	None
Redemption Fee (as a percentage of the total amount on shares redeemed in 60 days or less from the date of purchase)	2.00%

<b>ANNUAL FUND OPERATING EXPENSES</b> (ongoing expenses that you pay each year as a percentage of the value of your investment)	
Management Fee	1.49%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.63%
Total Annual Fund Operating Expenses	2.12%
Fee Reduction and/or Expense Reimbursement <sup>(1)</sup>	-0.63%
Total Annual Fund Operating Expenses (After Fee Waiver and/or Expense Reimbursement)	1.49%

- (1) Cook & Bynum Capital Management, LLC (the “Adviser”) has contractually agreed to reduce fees and/or reimburse the Fund’s expenses to the extent that total fund operating expenses exceed 1.49%. This agreement is in effect through February 1, 2014 and thereafter is reevaluated on an annual basis. The expense reimbursement arrangement relates to all expenses incurred by the Fund except interest, taxes, brokerage commissions, and other extraordinary expenses not incurred in the ordinary course of the Fund’s business, including, but not limited to, Acquired Fund Fees and Expenses. This agreement shall terminate automatically upon the termination of the investment management agreement with the Adviser.

### Example

The example below is intended to help you compare the cost of investing in the Fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the Fund for the time periods indicated and then redeem all your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and that the Fund’s total operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

1 year	3 years	5 years	10 years
\$152	\$603	\$1,081	\$2,402

### Portfolio Turnover

The Fund pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover rate may indicate higher transaction costs and may result in higher taxes when Fund shares are held in a taxable account. These costs, which are not reflected in annual fund operating expenses or in the example, affect the Fund’s performance. For the fiscal year ended September 30, 2012, the Fund’s portfolio turnover rate was 25% of the average value of its portfolio.

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## Principal Investment Strategies

The Fund's investment objective is long-term growth of capital. In pursuing this objective, the Fund uses a pure value investing philosophy to build a concentrated portfolio of primarily international and domestic equity securities of companies that meet the following core investment criteria:

- **Circle of Competence:** The Fund invests in businesses whose core economics and future prospects the Adviser feels it can understand. Because the Fund will maximize long-term returns by avoiding permanent losses of capital, the Adviser believes that its ability to recognize its limitations is more important than its ability to execute its competencies.
- **Business:** The Fund invests in companies that the Adviser believes have durable competitive advantages that produce predictable free cash flows and yield attractive returns on equity for extended periods of time. Without sustainable competitive advantages, a company's prospects are difficult to effectively forecast.
- **People:** The Fund invests in companies led by management teams who are capable and trustworthy, think and act like shareholders, employ conservative balance sheet and other accounting policies, and make wise capital allocation decisions.
- **Price:** The Fund invests in companies whose shares are trading at significant discounts to the Adviser's estimates of their intrinsic values.

The Adviser uses fundamental, "bottom-up" research to carefully assess whether an individual company meets these core criteria. This research often includes, but is not limited to, review and analysis of company filings; discussions with the company's management; visits to company facilities; and conversations with the company's customers, competitors, and suppliers. When a company appropriately satisfies the first three criteria (Circle of Competence, Business, and People), the Adviser will value the company by projecting the future cash flows expected to be generated by the company and then discounting these "owner earnings" into present-value dollars using an appropriate interest rate. The Fund will buy a company's security only as long as it is trading at a large discount to the Adviser's appraisal of its intrinsic value, which helps to prevent or limit permanent capital loss when the Adviser makes mistakes and to provide outsized returns when it is correct. Additionally, the Adviser prefers to make concentrated investments when it feels that risks are low and potential returns are high, recognizing that bigger stakes can be taken when outcomes are more certain.

In pursuing its strategy, the Fund focuses on equity securities, which primarily consist of common stocks and depository receipts. The Fund can hold securities of both U.S. and foreign issuers without regard to market capitalization, industry/sector, or any other categorization. The Fund can invest up to 100% of its assets using this strategy (after accounting for cash needs). In fact, the Fund may invest up to 100% of its assets in foreign securities with up to 60% of its assets in foreign securities from emerging markets. The Fund may also hold up to 60% of its assets in foreign debt. Short-term debt obligations of foreign governments will generally have a maturity of six months or less and a credit rating of "A" or better by Standard & Poor's ("S&P") or a similar rating by another nationally recognized statistical rating organization ("NRSRO"). Other debt securities of non-U.S. companies, including junk bonds, may be purchased without regard to NRSRO ratings and would generally fall under the category of "special situations." The Fund is not required, however, to be fully invested in equity or other allowable securities. When making portfolio allocation decisions, the Adviser compares its most appealing stock ideas against cash alternatives and will hold cash and cash equivalents in the absence of other attractive positions. Indeed, it frequently maintains a portion of its total assets in cash and cash equivalents—including, but not limited to, short-term U.S. Government securities—to be positioned to take advantage of new investment opportunities that meet the Adviser's core investment criteria.

The Adviser is a long-term investor. However, the Fund will generally sell a security whose price approaches the Adviser's estimated intrinsic value for the company—either because the price of the security has substantially appreciated or because a material adverse change occurred in the business that meaningfully lowered the Adviser's estimate of its intrinsic value. Similarly, the Fund will sell a security if some event or shift in the business or economics of a company materializes that prevents the Adviser from continuing to reliably appraise its intrinsic value. Lastly, based on opportunity cost considerations, the Fund will generally sell relatively overpriced securities to buy relatively underpriced securities as these specific opportunities arise.

## Principal Risks

- **General Risk:** There is no assurance that the Fund will meet its investment objective; an investor could lose money by investing in the Fund.

- **Market Risk:** Prices of equity securities and the value of the Fund's investments will fluctuate and may decline significantly over short-term or long-term periods.
- **Value Investing Risk:** Investing in undervalued securities involves the risk that such securities may never reach their expected market value, either because the market fails to recognize a security's intrinsic worth or the expected value was misjudged. Over time, a value investing style may go in and out of favor, causing the Fund to sometimes underperform other equity funds that use different investing styles.

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- **Non-Diversified Portfolio Risk:** The Fund is “non-diversified,” and thus invests its assets in a smaller number of securities than many other funds. As a result, an investment in the Fund has the risk that changes in the value of a single security may have a significant effect on the Fund’s value.
- **Foreign (Non-U.S.) Securities Risk:** Investments in foreign securities carry special risks, including foreign political instability, greater volatility, less liquidity, financial reporting inconsistencies, and adverse economic developments abroad, all of which may reduce the value of foreign securities. Many of these risks can be even greater when investing in countries with developing economies and securities markets, also known as “emerging markets.”
- **Currency Risk:** The Fund is subject to currency risk because fluctuations in the exchange rates between the U.S. dollar and foreign currencies may negatively affect the value of the Fund’s investments in foreign securities.
- **Smaller Capitalization Risk:** Smaller capitalization companies may have a narrower geographic and product/service focus and be less well known to the investment community, resulting in more volatile share prices and a lack of market liquidity.
- **Interest Rate Risk:** The Fund’s debt investments are subject to interest rate risk, which is the risk that the value of a security will vary as interest rates fluctuate.
- **Credit Risk:** The Fund’s debt investments are subject to credit risk. The value of a debt instrument is likely to fall if an issuer or borrower defaults on its obligation to pay principal or interest or if the instrument’s credit rating is downgraded by a credit rating agency, which may cause the Fund to lose money.
- **High Yield or “Junk” Security Risk:** Investments in debt securities that are rated below investment grade by one or more NRSROs (“high yield securities” also known as “junk securities”) may be subject to greater risk of loss of principal and interest than investments in higher-rated debt securities. High yield securities are also generally considered to be subject to greater market risk than higher-rated securities.
- **Special Situations Risk:** Investments in companies involved in special situations, such as reorganizations or restructurings, may involve greater risks when compared to the Fund’s other strategies due to a variety of factors. Failure to anticipate changes in the circumstances affecting these types of investments may result in permanent losses of capital, such that the Fund may be unable to recoup some or all of its investments.
- **Risks of Investing in a Managed Fund:** The investment decisions of the Fund’s Adviser may cause the Fund to underperform other investments or benchmark indices. The Fund may also underperform other mutual funds with similar investment strategies. As with any mutual fund investment, there can be no guarantee that the Fund will achieve its investment goals.

For additional information on the risks of investing in this Fund, please see “Risks of Investing in the Fund” in the Prospectus.

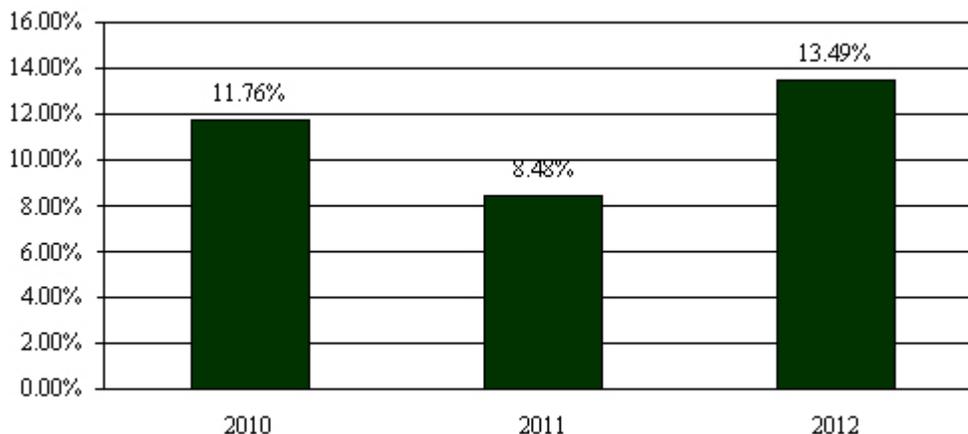
## Performance

The following bar chart is intended to help you understand the risks of investing in the Fund. The bar chart shows the year to year performance of the Fund since inception for each calendar year ended December 31. The table shows how the average annual total returns for the 1 year and since inception periods compare with those of relevant market indices, the Standard & Poor 500 Index (“S&P 500”). The S&P 500 is an unmanaged index that incurs no fees, expenses, or tax consequence and is shown to compare the Fund’s performance to a diversified basket of large corporations. The average annual total returns for the S&P 500 presume the reinvestment of all dividends. Keep in mind that the Fund’s past performance (before and after taxes) does not necessarily indicate how the Fund will perform in the future. Updated performance information is available online at [www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx) or by calling the Fund’s toll-free number at 1-877-839-COBY (2629).

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## Risk/Return Bar Chart and Table

### Annual Returns (For each year ended December 31<sup>st</sup>)



During the period shown in the bar chart, the highest return for a quarter was 8.35% (quarter ending September 30, 2010) and the lowest return for a quarter was -6.93% (quarter ending June 30, 2010).

### Average Annual Total Returns (For the period ended December 31, 2012)

	1 year	Since Inception*
Return Before Taxes	13.49%	13.91%
Return After Taxes on Distributions	12.87%	13.28%
Return After Taxes on Distributions and Sale of Fund Shares	9.59%	11.97%
S&P 500 Index (reflects no deduction for fees, expenses, or taxes)	16.00%	15.64%

\*The Fund commenced operations on July 1, 2009.

After-tax returns are calculated using the historical highest individual U.S. federal marginal income tax rates, but do not reflect the impact of state or local taxes. Actual after-tax returns may differ depending on your individual circumstances. The after-tax returns shown are not relevant if you hold your shares in a retirement account or in another tax-deferred arrangement.

### Investment Adviser

Cook & Bynum Capital Management, LLC

### Portfolio Managers

Richard P. Cook and J. Dowe Bynum both serve as principals of Cook & Bynum Capital Management, LLC and have managed the Fund since its inception.

### Purchase and Sale of Fund Shares

You may purchase or redeem shares of the Fund on any business day by mail (The Cook & Bynum Fund, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701), by telephone at 877-839-2629, by wire transfer, via the internet ([www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx)), or through financial services organizations. The minimum initial purchase is \$5,000 for a regular

account and \$1,000 for IRA accounts. The minimum subsequent investment is \$1,000 (\$100 for automatic investment plans) for a regular account and \$100 for IRA accounts.

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## Dividends, Capital Gains, and Taxes

The Fund's distributions are taxable, and will be taxed as ordinary income or capital gains, unless you are investing through a tax-deferred arrangement such as a 401(k) plan or an individual retirement account. Distributions on investments made through tax-deferred vehicles, such as 401(k) plans or IRAs, may be taxed later upon withdrawal of assets from those plans or accounts.

## Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Ask your salesperson or visit your financial intermediary's website for more information.

## MORE ABOUT THE FUND'S INVESTMENT OBJECTIVE AND INVESTMENT STRATEGIES

### The Fund's Investment Objective

The Fund's investment objective is long-term growth of capital. <sup>1</sup>

### More about the Fund's Investment Strategies

In pursuing the Fund's investment objective of long-term growth of capital, the Fund's Adviser uses a pure value investing philosophy to build a concentrated portfolio of primarily international and domestic equity securities of companies that meet the four core investment criteria of Circle of Competence, Business, People, and Price. The Fund focuses on equity securities, which primarily consist of common stocks and depository receipts but may also include limited partnership interests, business trust shares, securities convertible into equity, and rights and warrants to subscribe for the purchase of such equity securities. The Fund can invest up to 100% of its assets in these types of equity securities. In order to supplement the equity portion of the Fund's portfolio during periods of limited opportunity or unfavorable valuation in stocks, the Adviser may also make investments in foreign debt, special situations, and cash positions.

**Foreign (Non-U.S.) Securities.** Equity and debt securities of non-U.S. issuers are referred to as "foreign securities." The Fund may invest up to 100% of its assets in foreign securities with up to 60% of its assets in foreign securities from emerging markets. The Fund may also invest up to 60% of its assets in debt securities of non-U.S. issuers, including corporate debt securities of non-U.S. companies, short-term debt obligations of foreign governments, and other foreign money-market instruments. Short-term debt obligations of foreign governments will generally have a maturity of six months or less and a credit rating of "A" or better by Standard & Poor's ("S&P") or a similar rating by another NRSRO. Other debt securities of non-U.S. companies, including junk bonds, may be purchased without regard to NRSRO ratings and would generally fall under the category of "special situations." Generally, the Adviser will choose to invest in foreign debt securities because the Adviser believes that a security is mispriced and represents a capital gain opportunity. The Adviser does not typically invest in such securities for their income potential.

**Special Situations.** The Fund may invest in special situations from time to time to achieve its investment objective. A special situation arises when, in the opinion of the Adviser, the securities of a particular company are expected to appreciate within a reasonable time due to developments particularly or uniquely applicable to that company regardless of general business conditions or movements of the market as a whole. Developments creating special situations include the following: liquidations or reorganizations (including those involving companies in or facing bankruptcy), recapitalizations or mergers, material litigation, management changes, and technological developments. Investments in special situations may be either equity securities or debt securities, such as corporate debt, which may be in distress as a result of economic or company specific developments. Special situation investments may include high yield debt securities or "junk bonds" (*i.e.*, securities that are rated below investment grade by S&P or by another NRSRO or similar unrated securities). The Fund can invest up to 35% of its assets in special situation investments, including junk bonds.

**Securities Lending.** The Fund may lend its portfolio securities to broker-dealers and banks. Any such loan must be continuously secured by collateral in cash or cash equivalents maintained on a current basis in an amount typically greater than or equal to the market value of the securities loaned by the Fund. The Fund will continue to receive the equivalent of the interest or dividends paid by the issuer on any securities loaned, and will also receive an additional return that may be in the form of a fixed fee or a percentage of the collateral. The Fund will not lend more than more than 25% of the net asset value of the securities comprising its portfolio.

<sup>1</sup> The Board of Trustees reserves the right to change the investment objective of the Fund, in its sole discretion, upon sixty (60) days prior notice to current shareholders.

**Cash Positions.** There may be periods when both equity and debt securities are overpriced or when the Adviser may not be able to find enough securities to satisfy IRS diversification requirements. At such time, investing in cash and cash equivalents (including U.S. Treasuries) is the default option for the Fund. The Fund may invest up to 100% of its assets in this strategy. When the Fund holds a significant portion of its assets in cash and cash equivalents, it may not meet its investment objective.

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**Portfolio Turnover.** For the fiscal year ended September 30, 2012, the Fund's portfolio turnover rate was 25% of the average value of its portfolio (excluding the Fund's assets held in cash or cash equivalents, which if considered would lower this turnover rate).

## RISKS OF INVESTING IN THE FUND

### What are the Risks of Investing in the Fund?

**General Risk.** There is no assurance that the Fund will meet its investment objective; investors may lose money by investing in the Fund. As with all mutual funds, an investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. When you sell your Fund shares, they may be worth less than what you paid for them because the value of the Fund's investments fell based on market conditions, interest rates, and numerous other factors.

**Market Risk.** Market risk, the risk that prices of securities will fluctuate because of the interplay of market forces, may affect a single issuer, industry, or sector of the economy or may affect the market as a whole. The Fund may experience a substantial or complete loss on an individual stock over a short- or long-term period. Additionally, prices of equity securities generally fluctuate more than those of other securities, such as debt securities.

**Value Investing Risk.** Investing in undervalued securities involves the risk that such securities may never reach their expected market value, either because the market fails to recognize a security's intrinsic worth or the estimated intrinsic value was misjudged. Additionally, such securities may decline in value in the short- or long-term even though they are deemed by the Fund to be undervalued. Over time, a value investing style may go in and out of favor, causing the Fund to sometimes underperform other equity funds that use different investing styles.

**Non-Diversified Portfolio Risk.** The Fund is "non-diversified," meaning that it invests its assets in a smaller number of securities than many other funds. As a result, your investment in the Fund has the risk that changes in the value of a single security may have a significant effect on the Fund's net asset value ("NAV"). Lack of broad diversification also may cause the Fund to be more susceptible to specific economic, political, or regulatory events than a diversified fund. Although the Fund intends to satisfy the diversification requirements of a regulated investment company under section 851 of the Internal Revenue Code ("IRC"), those requirements are not as stringent as those required of a diversified fund under the Investment Company Act of 1940, as amended (the "1940 Act").

**Foreign (Non-U.S.) Securities Risk.** The Fund has the ability to invest in foreign securities, and, from time to time, a significant percentage of the Fund's assets may be composed of foreign investments. Securities of foreign issuers, foreign currencies, and securities issued by U.S. entities with substantial foreign operations may involve significant additional risk. These risks, any of which could negatively affect the Fund, can include political and economic instability; foreign taxation; different or lower standards in accounting, auditing, and financial reporting; less-developed securities regulation and trading systems; fluctuations in foreign currency exchange rates; and the risk that a country may impose controls on the exchange or repatriation of foreign currency. Moreover, securities of many foreign issuers may be less liquid and their prices more volatile than those of comparable domestic issuers.

**Emerging Markets Risk.** Investments in emerging markets instruments involve greater risks than investing in foreign instruments in general. Risks of investing in emerging market countries include political or social upheaval, nationalization of businesses, restrictions on foreign ownership and prohibitions on the repatriation of assets, and risks from an economy's dependence on revenues from particular commodities or industries. In addition, currency transfer restrictions, limited potential buyers for such instruments, delays and disruption in settlement procedures, and illiquidity or low volumes of transactions may make exits difficult or impossible at times.

**Currency Risk.** The Fund is subject to currency risk because fluctuations in the exchange rates between the U.S. dollar and foreign currencies may negatively affect the value of the Fund's investments in foreign securities. For example, an increase in the strength of the U.S. dollar relative to a foreign currency will generally cause the U.S. dollar value of an investment denominated in that currency to decline. Currency risk may be hedged or unhedged; however, currency hedging is not a principal investment strategy of the Fund. Unhedged currency exposure may result in gains or losses as a result of the change in the relationship between the U.S. dollar and the respective foreign currency.

**Smaller Capitalization Risk.** As compared to companies with larger market capitalizations, smaller capitalization companies may target narrower geographic regions, have shallower market penetrations, offer less diverse product or service lines, lack management depth, and, generally speaking, have fewer resources. There may also be less public information available about them. Moreover, the securities of such smaller companies are often less well known to the investment community and therefore have less market liquidity; as

a result, their stock prices may be more volatile and react more strongly to changes in the marketplace. Generally, these risks increase as the size of a company's market capitalization falls.

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**U.S. Government Obligations Risk.** U.S. Government obligations include securities issued by the U.S. Treasury, U.S. Government agencies or government sponsored entities. While U.S. Treasury obligations are backed by the “full faith and credit” of the U.S. Government, securities issued by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government. If the U.S. Treasury, a U.S. Government agency or a government-sponsored entity is unable to meet its obligations or its creditworthiness declines, the performance of the Fund will be adversely impacted. U.S. Government obligations are subject to low but varying degrees of credit risk, and are still subject to interest rate and market risk.

**Fixed-Income Foreign Investment Risk:** Investment in fixed-income securities or financial instruments of foreign issuers involves increased risks due to adverse issuer, political, regulatory, currency, market, or economic developments. These developments may impact the ability of a foreign debt issuer to make timely and ultimate payments on its debt obligations to the Fund or impair the Fund’s ability to enforce its rights against the foreign debt issuer. These risks are heightened in emerging or developing markets. Foreign investments may also be less liquid and more difficult to value than investments in U.S. issuers.

**Interest Rate Risk.** The Fund’s debt investments are subject to interest rate risk, which is the risk that the value of these investments will vary as interest rates fluctuate. Generally, debt securities will decrease in value when interest rates rise and increase in value when interest rates decline. The longer the effective maturity of the Fund’s debt securities, the more sensitive their value will be to interest rate changes.

**Credit Risk.** The Fund’s debt investments are subject to credit risk. The value of a debt instrument is based, in part, on the credit quality of the borrower, which depends on its ability to pay principal and interest when due. The value of a debt instrument is likely to fall if an issuer or borrower defaults on its obligation to pay principal or interest or if the instrument’s credit rating is downgraded by a credit rating agency. The value of a debt instrument can also decline in response to changes in the financial condition of the issuer or borrower; changes in specific market, economic, industry, political, and regulatory conditions that affect a particular type of instrument or borrower; and changes in general market, economic, political, and regulatory conditions. For certain types of instruments the value of the instrument depends in part on the credit quality of the counterparty to the transaction. For other types of debt instruments, including collateralized instruments, the price of the debt instrument also depends on the credit quality and adequacy of the underlying assets or collateral. Enforcing rights against the underlying assets or collateral may be difficult, or the underlying assets or collateral may be insufficient, if the issuer defaults.

**High Yield or “Junk” Security Risk.** Investments in debt securities that are rated below investment grade by one or more NRSROs may be subject to greater risk of loss of principal and interest than investments in higher-rated debt securities. High yield securities are also generally considered to be subject to greater market risk than higher-rated securities. The capacity of issuers of high yield securities to pay interest and repay principal is more likely to weaken than is that of issuers of higher-rated securities in times of deteriorating economic conditions or rising interest rates. In addition, high yield securities may be more susceptible to real or perceived adverse economic conditions than higher-rated securities. The market for high yield securities may be less liquid than the market for higher-rated securities. This can adversely affect the Fund’s ability to buy or sell optimal quantities of high yield securities at desired prices.

**Special Situations Risk.** Investments in special situations may involve greater risks when compared to the Fund’s other strategies due to a variety of factors. Mergers, reorganizations, liquidations, or recapitalizations may not be completed on the terms originally contemplated, or may fail. Expected developments may not occur in a timely manner, or at all. Transactions may take longer than originally anticipated, resulting in lower annualized returns than contemplated at the time of investment. Furthermore, failure to anticipate changes in the circumstances affecting these types of investments may result in permanent losses of capital, where the Fund may be unable to recoup some or all of its investment.

**Securities Lending Risk.** The Fund may lend its securities to broker-dealers, banks, and other institutions to earn additional income. Risks of lending securities include the potential insolvency of the broker-dealer, lending agent, or borrower. In the event of bankruptcy or other default of the broker-dealer, lending agent, or borrower, the Fund could experience both delays in liquidating the loan collateral or recovering the loaned securities and losses, including (a) possible decline in the value of the collateral or in the value of the securities loaned during the period while the Fund seeks to enforce its rights thereto, (b) possible subnormal levels of income and lack of access to income during this period, and (c) expenses of enforcing its rights. Additionally, losses could result from the reinvestment of collateral received on loaned securities in investments that default or do not perform as well as expected.

**Risks of Investing in a Managed Fund.** The investment decisions of the Adviser may cause the Fund to underperform other investments or benchmark indices. The Fund may also underperform other mutual funds with similar investment strategies. The Adviser may be incorrect in an assessment of a particular company, or the Adviser may not buy chosen securities at the lowest possible prices or

sell securities at the highest possible prices. As with any mutual fund investment, there can be no guarantee that the Fund will achieve its investment goals.

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## THE FUND'S INVESTMENT ADVISER

### The Adviser

Cook & Bynum Capital Management, LLC (820 Shades Creek Parkway, Suite 2450, Birmingham, AL 35209) serves as investment adviser to the Fund. The Adviser is a Delaware limited liability company and is registered with the U.S. Securities and Exchange Commission ("SEC") as an investment adviser. As of December 31, 2012, the Adviser, which is independent and wholly partner-owned, had approximately \$228 million in assets under management.

The Adviser's principal business and occupation is to provide financial management and advisory services to individuals, corporations, partnerships, and other institutions, including hedge funds, throughout the United States. The Adviser has provided investment advisory services to the Fund since its inception. The Adviser manages the investment portfolio and business affairs of the Fund under an Investment Management Agreement with the Fund. A discussion regarding the basis for the Board of Trustees (the "Board") of Cook & Bynum Funds Trust (the "Trust") approving the investment advisory agreement with the Adviser is included in the Fund's Annual Report to shareholders for the period ended September 30, 2012.

For its investment advisory services to the Fund, the Fund pays to the Adviser, in arrears monthly, an annualized fee equal to 1.49% of the average net assets of the Fund. This fee is computed based upon the daily average net assets of the Fund.

The Adviser has contractually agreed to reduce fees and/or reimburse the Fund's expenses to the extent that total fund operating expenses exceed 1.49%. This agreement is in effect through February 1, 2014 and thereafter is reevaluated on an annual basis. The expense reimbursement arrangement relates to aggregate expenses of every character incurred by the Fund, including but not limited to organizational expenses and investment management fees. This expense reimbursement arrangement does exclude, however, interest, taxes, brokerage commissions, and other extraordinary expenses not incurred in the ordinary course of the Fund's business, including, but not limited to, acquired fund fees and expenses.

For the fiscal year ended September 30, 2012, after the impact of fee reductions and/or expense reimbursements, the Fund paid the Adviser a fee equal to 1.26% of the average daily net assets of the Fund.

### The Portfolio Managers

The following individuals serve as portfolio managers for the Fund and are primarily responsible for the day-to-day management of the Fund's portfolio:

#### Richard P. Cook

Mr. Richard P. Cook is a principal of the Adviser and acts as a portfolio manager for the Fund. Mr. Cook is also President of the Trust. Mr. Cook has been a principal and portfolio manager of the Adviser since the Adviser's inception in 2006. Before forming the Adviser, Mr. Cook managed individual accounts at Cook & Bynum Capital Mgt., LLC, in Birmingham, Alabama from August 2001 to December 2006, which also served as sub-advisor to private investment funds Gullane Capital Partners, LLC and Gullane Capital Partners Encore, LLC from June 2004 to December 2006. Previously, Mr. Cook worked for Tudor Investment Corporation in Greenwich, Connecticut. Mr. Cook attended Hampden-Sydney College where he graduated *summa cum laude* in three years with a B.S. in Mathematics, Applied Mathematics, and Economics and was a member of Phi Beta Kappa. Mr. Cook has approximately 13 years of investment management experience.

#### J. Dowe Bynum

Mr. J. Dowe Bynum is a principal of the Adviser and acts as a portfolio manager for the Fund. Mr. Bynum is also Trustee, Vice President, and Secretary of the Trust. Mr. Bynum has been a principal and portfolio manager of the Adviser since the Adviser's inception in 2006. Before forming the Adviser, Mr. Bynum managed individual accounts at Cook & Bynum Capital Mgt., LLC in Birmingham, Alabama from August 2001 to December 2006, which also served as sub-advisor to private investment funds Gullane Capital Partners, LLC and Gullane Capital Partners Encore, LLC from June 2004 to December 2006. Previously, Mr. Bynum worked as an analyst in the Equities Division of Goldman, Sachs & Co., Inc. in New York, New York. Mr. Bynum attended Princeton University and graduated with a B.S.E. in Operations Research & Financial Engineering and a Certificate in Finance. Mr. Bynum has approximately 12 years of investment management experience.

Mr. Cook and Mr. Bynum have been portfolio managers of the Fund since the Fund's inception.

The Trust does not directly compensate any personnel of the Adviser, including members of the portfolio management team. The Fund's Statement of Additional Information ("SAI") provides additional information about the compensation of the members of the portfolio management team, as well as (i) other accounts managed by the portfolio management team and (ii) ownership of the Fund's securities by members of the portfolio management team.

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## **Compensation to Financial Service Organizations**

The Adviser may also, at its own expense and out of its own legitimate profits, provide additional cash payments to Financial Service Organizations whose customers invest in shares of the Fund. For this purpose, Financial Service Organizations include financial advisers, investment advisers, brokers, financial planners, banks, insurance companies, retirement or 401(k) plan administrators, and others that have entered into agreements with the Adviser. These additional cash payments are payments over and above any transaction fees or administrative fees that are imposed by such Financial Service Organizations, as described elsewhere in this prospectus. These additional cash payments are generally made to Financial Service Organizations that provide shareholder, sub-transfer agency, or administrative services or marketing support. Marketing support may include access to sales meetings, sales representatives, and Financial Service Organization management representatives; inclusion of the Fund on a sales list, including a preferred, or select sales list, or other sales programs; and/or for training and educating a Financial Service Organization's employees. These additional cash payments also may be made as an expense reimbursement in cases where the Financial Service Organization provides shareholder services to Fund shareholders. Such additional compensation may provide such a Financial Service Organization with an incentive to favor sales of shares of the Fund over other investment options they make available to their customers. See the SAI for more information.

## **HOW TO BUY AND SELL SHARES OF THE FUND**

### **Investing in the Fund**

#### ***Determining Share Prices***

Shares of the Fund are offered at each share's NAV. The per share NAV is calculated by (1) adding the value of Fund investments, cash and other assets, (2) subtracting Fund liabilities, and then (3) dividing the result by the number of shares outstanding. The Fund's per share NAV is computed on all days on which the New York Stock Exchange ("NYSE") is open for business and is based on closing value of the Fund's portfolio securities as of the close of regular trading hours on the NYSE, currently 4:00 p.m., Eastern Standard Time ("EST"). NAV is calculated as soon as practicable following the close of regular trading on the NYSE. In the event that the NYSE closes early, NAV will be determined based on the prices of the Fund's portfolio securities at the time the NYSE closes. The NYSE is closed for the following scheduled holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday/Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

The Fund generally determines the total value of its shares by using closing market prices for the securities comprising its portfolio. Securities for which quotations are not available or are deemed unreliable and any other assets are valued at fair market value as determined in good faith by the Adviser pursuant to the Fund's fair value pricing procedures, subject to the review and supervision of the Board. The Adviser may use fair value pricing under circumstances that include, but are not limited to, the early closing of the exchange on which a security is traded, suspension of trading in the security, or the release of significant news after the close of regular trading on the NYSE. In addition, the Fund may use fair value pricing for securities traded in non-U.S. markets because, among other factors, foreign markets may be closed on days or times when U.S. markets are open. When the Fund holds securities traded in foreign markets that close prior to U.S. markets, significant events, including company specific developments or broad market moves, may affect the value of foreign securities held by the Fund. This is because the Fund calculates its NAV based on closing prices of the portfolio's securities as of the close of trading on the NYSE, which gives rise to the possibility that events may have occurred in the interim that would affect the value of these securities and thus, as with U.S. securities, would need to be valued by the Adviser using the fair value pricing procedures. Consequently, the Fund's NAV may be affected during a period when shareholders are unable to purchase or redeem their shares in the Fund. It is intended that the use of the Fund's fair value pricing procedures will result in adjustments to closing market prices of foreign securities that reflect what is believed to be the fair value of those securities at the time the Fund calculates its NAV. While fair value pricing may be more commonly used with foreign equity securities, it may also be used with thinly-traded domestic securities, debt securities, or other assets held by the Fund. Fair value pricing involves subjective judgments and it is possible that the fair value determined for a security is materially different than the value that could be realized upon the sale of that security.

With respect to any portion of the Fund's assets that may be invested in one or more open-end management investment companies that are registered under the 1940 Act, the Fund's NAV is calculated based upon the net asset values of the registered open-end management investment companies in which the Fund invests. The prospectuses for these companies explain the circumstances under which those companies will use fair value pricing and the effects of its use.

#### ***How to Purchase Shares***

You can invest in the Fund directly by mail, by wire transfer, via the Internet, or indirectly through participating financial intermediaries that have selling agreements with the Fund. After you have established your account with the Fund and made your first purchase, you may make subsequent purchases by mail, telephone, or via the Internet. You may also invest in the Fund through an automatic investment plan. You generally buy and redeem shares at the Fund's next-determined NAV after the Fund receives your request in good order. NAVs are determined only on days when the NYSE is open for regular trading. Any questions you may have can be answered by calling the Fund toll-free at 1-877-839-COBY (2629).

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To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As requested on the account application (the "Application"), you must supply your full name, date of birth, social security number or taxpayer identification number, and permanent street address. Mailing addresses containing only a P.O. Box can be accepted, however, an address of residence will also be required. If you need additional assistance when completing your application, please call 1-877-839-COBY (2629) and a representative from The Cook & Bynum Fund will help you.

The Fund may accept or reject an account without explanation. If the Fund has questions about a customer's identity, it may disallow transactions for the account until confirming information is received. Furthermore, the Fund reserves the right to close such an account within five business days if the requested information/documentation is not received.

**Minimum Investment Amounts**

Payments for Fund shares should be in U.S. dollars and should be drawn on a U.S. bank. Any payment made in either currency other than U.S. dollars or drawn on a non-U.S. bank will not be accepted. Fund management may reject any purchase order for Fund shares and may waive the minimum investment amounts in its sole discretion.

Your purchase of Fund shares is subject to the following minimum investment amounts:

**Minimum Investment Amounts**

<b>Type of Account</b>	<b>Minimum Investment To Open Account</b>	<b>Minimum Subsequent Investments</b>
Regular	\$ 5,000	\$ 1,000
IRAs	\$ 1,000	\$ 100

**Automatic Investment Plan Members**

<b>Type of Account</b>	<b>Minimum Investment To Open Account</b>	<b>Minimum Subsequent Investments</b>
Regular	\$ 5,000	\$ 1,000
IRAs	\$ 1,000	\$ 100

**Purchases by Mail**

To make your initial investment in the Fund, complete the appropriate account application, make a check payable to "The Cook & Bynum Fund," and mail the completed account application and check to:

**First Class Mail:**

The Cook & Bynum Fund  
 c/o U.S. Bancorp Fund Services, LLC  
 P.O. Box 701  
 Milwaukee, Wisconsin 53201-0701

**Overnight Mail:**

The Cook & Bynum Fund  
 c/o U.S. Bancorp Fund Services, LLC  
 615 East Michigan Street, 3rd Floor

Milwaukee, Wisconsin 53202

To make subsequent purchases, simply make a check payable to “The Cook & Bynum Fund” and mail the check to the appropriate above-mentioned address. Please include your account number on the check. The Fund does not consider the U.S. Postal Service or other independent delivery services to be its agents. Therefore, deposit in the mail or with such services, or receipt at U.S. Bancorp Fund Services, LLC post office box, of purchase orders or redemption requests does not constitute receipt by the Transfer Agent of the Fund. U.S. Bancorp Fund Services, LLC, the Fund’s Transfer Agent (the “Transfer Agent”), will charge a \$25 fee against a shareholder’s account, in addition to any loss sustained by the Fund, for any payment that is returned. It is the policy of the Fund not to accept applications under certain circumstances or in amounts considered disadvantageous to shareholders. The Fund reserves the right to reject any application.

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Your purchase order, if accompanied by payment, will be processed upon receipt by the “Transfer Agent. If the Transfer Agent, as agent of the Fund for purposes of the receipt of such orders, receives your order and payment by the close of regular trading on the NYSE (currently 4:00 p.m. EST), the Fund will have been deemed to have received your order that day and your shares will be purchased at the Fund’s NAV calculated at the close of regular trading on that day. Otherwise, your shares will be purchased at the NAV determined as of the close of regular trading on the next business day.

### ***Purchases by Wire***

If you are making your first investment in the Fund, the Transfer Agent must have a completed account application before you wire your initial investment. You may mail or overnight deliver your account application to the Transfer Agent. Upon receipt of your completed account application, the Transfer Agent will establish an account for you. The assigned account number will be required as part of the instruction that should be provided to your bank to send the wire. Your bank must include both the name of the Fund, the account number, and your name so that monies can be correctly applied. Your bank should transmit funds by wire to:

U.S. Bank, N.A.  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
ABA #07500022  
Credit: U.S. Bancorp Fund Services, LLC  
Account #112-952-137  
Further Credit: The Cook & Bynum Fund  
(Shareholder name)(Shareholder Account Number)

Prior to sending subsequent investments, please contact a Cook & Bynum Fund representative at 1-877-839-COBY (2629) so that the Fund knows to expect your wire transfer. This will ensure prompt and accurate credit upon receipt of your wire. Wired funds must be received prior to 4:00 p.m., EST, to be eligible for same day pricing. The Fund and U.S. Bank, N.A., the fund’s Custodian, are not responsible for the consequences of delays resulting from the banking or Federal Reserve wire system, or from incomplete wiring instructions. Please note that your financial institution may charge a fee to wire funds.

### ***Purchases via the Internet***

You may open the following types of accounts at [www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx): individual, joint, Transfer on Death, UGMA/UTMA, Traditional IRAs, Roth IRAs, and Coverdell Education Savings Account. Once you have opened an account online with the Fund and registered for online transaction privileges, you may make initial and additional purchases of Fund shares online. The Fund limits the amount that you may purchase through the website to \$100,000 or less per day. Payment for shares purchased or redeemed through the internet may be made only through electronic funds transfer via the Automated Clearing House (ACH) using a predetermined bank account. Only bank accounts held at domestic financial institutions that are ACH members can be used for such transactions. You must have provided a voided check with which to establish your bank account instructions.

The Fund employs procedures to confirm that transactions entered through the internet are genuine. These procedures include passwords, encryption, and other precautions reasonably designed to protect the integrity, confidentiality, and security of shareholder information. The Fund and the Transfer Agent will not be responsible for any loss, liability, or expense for any fraudulent or unauthorized instructions entered via the internet. Once an internet transaction has been entered, it cannot be canceled or modified.

### ***Purchases through Financial Service Organizations***

Certain financial organizations such as broker-dealers, banks, and service providers have made arrangements with the Fund so that an investor may purchase or redeem shares through such organizations. Such financial organizations are authorized to designate other intermediaries to receive purchase and redemption orders on the Fund’s behalf. The Fund will be deemed to have received purchase or redemption instructions when a financial organization, or the financial organization’s authorized designee, receives the order instructions, provided that the instructions are in “Proper Form” as defined in this Prospectus. Client orders received by the financial organization, or its authorized designee, prior to the close of the NYSE (currently 4:00 p.m., EST), will be priced at the Fund’s NAV next computed following the close of regular trading on that day. If you are a client of a securities broker or other financial organization, such organizations may charge a separate transaction fee or a fee for administrative services in connection with investments in Fund shares and may impose different account minimums and other requirements. These fees and requirements would be in addition to those imposed by the Fund. If you are investing through a securities broker or other financial organization, please refer to its program

materials for any additional special provisions or conditions that may be different from those described in this Prospectus (for example, some or all of the services and privileges described may not be available to you). Securities brokers and other financial organizations have the responsibility for transmitting purchase orders and funds, and of crediting their customers' accounts following redemptions, in a timely manner in accordance with their customer agreements and this Prospectus. If for any reason your financial institution is not able to accommodate your purchase request, please call a Cook & Bynum Fund representative toll-free at 1-877-839-COBY (2629) to find out how you can purchase Fund shares.

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Publications other than those distributed by the Fund may contain comparisons of Fund performance to the performance of various indices and investments for which reliable data is widely available. These publications may also include averages, performance rankings, or other information prepared by Morningstar, Lipper, or other recognized organizations providing mutual fund statistics. The Fund is not responsible for the accuracy of any data published by third party organizations.

### ***Purchases by Telephone***

If you accepted telephone and internet options on the account application, and your account has been open for 15 days, you may purchase, exchange, and redeem shares by telephone. Your initial purchase of shares may not be made by telephone. Telephone purchases must be a minimum of \$1,000 for both regular accounts and IRAs. If your telephone order for shares is placed and received by the close of regular trading on the NYSE (currently 4:00 p.m., EST), your shares will be purchased at the Fund's NAV calculated at the close of regular trading on that day. Otherwise, your shares will be purchased at the NAV determined as of the close of regular trading on the next business day. During periods of high market activity, shareholders may encounter higher than usual call waits. Please allow sufficient time to place your telephone transaction.

You may make purchases by telephone only if you have an account at a bank that is a member of the ACH network. Most transfers are completed within three business days of your call. To preserve flexibility, the Trust may revise or eliminate the ability to purchase Fund shares by phone, or may charge a fee for such service, although the Trust does not currently expect to charge such a fee.

### ***Purchases by Automatic Investment Plan***

Subsequent to your initial investment, you may make additional purchases at regular intervals through the Automatic Investment Plan (the "Plan"). The Plan provides a convenient method to have money deducted directly from your checking or savings account for investment in shares of the Fund. In order to participate in the Plan, your financial institution must be a member of the ACH network; however, the account being debited may not be a mutual fund or "pass through" account. Each purchase under the Plan must be a minimum of \$100 per month. To begin participating in the Plan, please complete the Plan section on the appropriate application or call Shareholder Services at 1-877-839-COBY (2629) if you have any questions. Any request to change or terminate your Plan should be submitted to the Transfer Agent five days prior to effective date. The Fund may alter, modify, amend, or terminate the Plan at any time, and will notify you at least 30 days in advance if it does so.

### ***Additional Purchase Information***

The Fund reserves the right to refuse or accept applications or purchase orders and reserves the right to waive the minimum investment amounts. Purchase orders will not be accepted unless they are in "Proper Form." Proper Form with respect to purchase orders generally means that an acceptable form of payment accompanies the purchase order and the purchase order includes:

1. Your account number;
2. The number of shares to be purchased or the dollar value of the amount to be purchased;
3. Any required signatures of all account owners exactly as they are registered on the account;
4. Any required signature guarantees; and
5. Any supporting legal documentation that is required in the case of estates, trusts, corporations, or partnerships and certain other types of accounts.

Acceptable forms of payment include: wire transfer from or check drawn on a U.S. bank, savings and loan association, or credit union. All checks must be in U.S. dollars drawn on a domestic bank. The Fund will not accept payment in cash or money orders. The Fund also does not accept cashier's checks in amounts of less than \$10,000. To prevent check fraud, the Fund will not accept third party checks, Treasury checks, credit card checks, traveler's checks, or starter checks for the purchase of Fund shares. We are unable to accept post-dated checks, post-dated on-line bill pay checks, or any conditional order or payment. The Transfer Agent may charge the shareholder's account a \$25 fee for any loss sustained by the Fund for any payment that is returned. It is the policy of the Fund not to accept applications or purchase orders under certain circumstances or in amounts considered disadvantageous to shareholders. The Fund reserves the right to reject any application.



A purchase order placed with the Transfer Agent in Proper Form received prior to 4:00 p.m., EST, will be processed on the day it is received. A purchase order in Proper Form received after 4:00 p.m., EST, will result in the order being processed on the following business day.

If you place an order to purchase Fund shares through a securities broker and you place your order in Proper Form before 4:00 p.m., EST, on any business day in accordance with its procedures, your order will be processed at the NAV next calculated following the close of regular trading on the NYSE that day. The securities broker or intermediary must send to the Transfer Agent immediately available funds in the amount of the purchase price within one business day of placing the order. In the event that the securities broker or intermediary fails to send the Transfer Agent such funds within one business day of placing the order, the securities broker or intermediary will be responsible for any resulting loss.

Consistent with current regulatory requirements, it is permissible for financial intermediaries and retirement plan record keepers to aggregate mutual fund orders received prior to 4:00 p.m., EST, and transmit them to the Transfer Agent after 4:00 p.m., EST.

Shares of the Fund have not been registered for sale outside of the United States. The Fund does not sell shares to investors residing outside the United States, even if they are United States citizens or lawful permanent residents, except to investors with United States military APO or FPO addresses.

### ***Individual Retirement Accounts***

You also may purchase shares for an individual retirement account, or IRA, including a Roth IRA. IRA investments are available for regular contributions as well as for qualified rollover contributions of distributions received from certain employer-sponsored pension and profit-sharing plans and from other IRAs. All dividend and capital gain distributions paid on Fund shares held in IRA are automatically reinvested in Fund shares. There is an annual fee of \$15 for an IRA account and a \$25 fee for transferring assets to another custodian or for closing an IRA account. Fees charged by other institutions may vary.

### ***Coverdell Education Savings Account***

Coverdell Education Savings Accounts (“Coverdell ESA”) are available to families with children under 18 to help pay for qualified higher education expenses. Certain income limits apply. Please complete and sign a Coverdell ESA Application and mail with a check payable to “The Cook & Bynum Fund.” To transfer the assets in an existing Coverdell ESA to shares of the Fund to be held in a Fund Coverdell ESA, complete a Transfer of Assets Form in addition to the Coverdell ESA Application.

### **How to Redeem Shares**

Your shares of the Fund may be redeemed on each day that the NYSE is open for trading. You may request the sale of your shares either by mail, by telephone, or via the internet.

Proper Form with respect to redemption requests generally means that the redemption requests include:

1. Your account number;
2. The number of shares to be redeemed or the dollar value of the amount to be redeemed;
3. All required signatures of all account owners exactly as they are registered on the account;
4. Any required signature guarantees; and
5. Any supporting legal documentation that is required in the case of estates, trusts, corporations, or partnerships and certain other types of accounts.

A redemption order placed with respect to an IRA must include, in addition to the above, a statement of U.S. federal tax withholding indicating whether or not you elect to withhold U.S. federal taxes and, if so, the amount you elect. The Transfer Agent will withhold a mandatory 10% of the proceeds requested for U.S. federal tax unless the shareholder provides alternate instructions to the Transfer Agent in writing prior to the transaction.

A redemption order placed with the Transfer Agent in Proper Form received prior to 4:00 p.m., EST, will be processed on the day it is received by the Transfer Agent. A redemption order in Proper Form received after 4:00 p.m., EST, will result in the order being processed on the following business day. The redemption price you receive will be the Fund's per share NAV next calculated after receipt of the redemption request in Proper Form.

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If you enabled telephone and internet transactions, you may redeem shares in any amount up to \$50,000 by telephone or through the Fund's website at [www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx). Redemption requests for amounts exceeding \$50,000 must be made in writing (see Signature Guarantees). A signature guarantee or other acceptable signature authentication is required of all shareholders in order to change internet redemption privileges.

If you place an order to redeem Fund shares through a securities broker and you place your order in Proper Form before 4:00 p.m., EST, on any business day with such securities broker in accordance with their procedures, your order will be processed at the NAV next calculated following the close of regular trading on the NYSE that day.

Payment for shares redeemed will be sent typically on the business day following the redemption, but no later than the seventh calendar day after receipt of the redemption request by U.S. Bancorp Fund Services, LLC. If payment of liquidation proceeds is to be made by Federal wire transfer, a \$15 wire fee will be applied. If you purchase your shares by check and then redeem your shares before your check has cleared, the Fund may hold your redemption proceeds until your check clears or for 15 days, whichever comes first.

The Transfer Agent will charge a \$25 fee against a shareholder's account, in addition to any loss sustained by the Fund, for any payment that is returned. It is the policy of the Fund not to accept applications under certain circumstances or in amounts considered disadvantageous to shareholders. The Fund reserves the right to reject any application.

### ***Signature Guarantees***

A signature guarantee is required to redeem shares in the following situations:

- If ownership is changed on your account;
- When redemption proceeds are payable or sent to any person, address, or bank account not on record;
- If a change of address was received by the Transfer Agent within the last 15 days; and
- For all redemptions in excess of \$50,000 from any shareholder account.

In addition to the situations described above, the Fund and/or the Transfer Agent reserve the right to require a signature guarantee in other instances based on the circumstances relative to the particular situation.

Non-financial transactions including establishing or modifying certain services on an account may require a signature guarantee, signature verification from a Signature Validation Program member, or other acceptable form of authentication from a financial institution source.

### ***Redemptions by Mail***

Redemption requests should be mailed via U.S. mail or overnight courier service to:

#### **First Class Mail:**

The Cook & Bynum Fund  
c/o U.S. Bancorp Fund Services, LLC  
P.O. Box 701  
Milwaukee, Wisconsin 53201-0701

#### **Overnight Mail:**

The Cook & Bynum Fund  
c/o U.S. Bancorp Fund Services, LLC  
615 East Michigan Street, 3rd Floor  
Milwaukee, Wisconsin 53202

The Fund does not consider the U.S. Postal Service or other independent delivery services to be its agents. Therefore, deposit in the mail or with any other independent delivery services, or receipt at U.S. Bancorp Fund Services, LLC post office box, of purchase orders or redemption requests does not constitute receipt by the Transfer Agent of the Fund.



### ***Redemptions by Telephone***

If you elected to use telephone redemption privileges on your application when you initially purchased shares, you may redeem up to a \$50,000 value of your Fund shares by calling a representative of the Fund toll-free at 1-877-839-COBY (2629). Investors may have a check sent to the address of record, proceeds may be wired to a shareholder's bank account of record, or funds may be sent via electronic funds transfer through the ACH network to the bank account of record. There is no charge if redemption proceeds are sent via the ACH system and credit is generally available within three business days. If an investor calls a Cook & Bynum representative before 4:00 p.m., EST, the investor will receive NAV next determined after receipt of the redemption request by the Cook & Bynum representative; that is, that day's NAV. If a request has been made to change the address of the account and was received by the Fund or the Transfer Agent within 15 days of the redemption request, you may not redeem by telephone. Once a telephone transaction has been placed, it cannot be canceled or modified. During periods of high market activity, shareholders may encounter higher than usual call waits. Please allow sufficient time to place your telephone transaction.

The Transfer Agent employs certain procedures designed to confirm that instructions communicated by telephone are genuine. Such procedures may include, but are not limited to, requiring some form of personal identification prior to acting upon telephonic instructions, providing written confirmations of all such transactions, and/or recording all telephonic instructions. Assuming procedures such as the above have been followed, neither the Transfer Agent nor the Fund will be liable for any loss, cost, or expense for acting upon telephone instructions that are believed to be genuine. The Trust shall have authority, as your agent, to redeem shares in your account to cover any such loss. As a result of this policy, you will bear the risk of any loss unless the Fund has failed to follow procedures such as those outlined above. If the Fund fails to follow such procedures, it may be liable for losses that result from such failure.

### ***Redemptions by Wire***

You may request the redemption proceeds be wired to your designated bank if it is a member bank or a correspondent of a member bank of the Federal Reserve System. The Transfer Agent charges a \$15 fee for each wire. Fees are deducted from proceeds for complete or share specific redemptions. In the case of dollar specific redemptions, fees will be deducted above and beyond redemption proceeds.

### ***Redemptions at the Option of the Fund***

If the value of the shares in your account falls below \$2,000 (\$1,000 in the case of shares held in an IRA), the Fund may notify you that, unless your account is increased to \$2,000 in value, it will redeem all your shares and close the account by paying you the redemption proceeds and any dividends and distributions declared and unpaid at the date of redemption. You will have 30 days after notice to bring the account up to \$2,000 (\$1,000 in the case of shares held in an IRA) before any action is taken. The Fund reserves this right because of the expense to the Fund of maintaining relatively small accounts. This right of redemption shall not apply if the value of your account drops below \$2,000 (\$1,000 in the case of shares held in an IRA) as the result of market action. The Fund also reserves the right to cause the redemption of any and all shares held by a shareholder if it believes that such investor has violated the Policies and Procedures to Prevent Abusive Trading Practices adopted by the Fund.

### ***Redemption Fee***

The Fund assesses a 2% fee on the proceeds of Fund shares that are redeemed in 60 days or less from their purchase. For purposes of applying the fee, the first day of the period will be the settlement date. Shares will be redeemed on a first-in, first-out (FIFO) basis. The redemption fee is paid to the Fund for the benefit of remaining shareholders, and is intended to discourage short-term trading of Fund shares and to offset the trading costs, market impact, and other costs associated with short-term trading in Fund shares. The Fund reserves the right to waive the redemption fee if it is determined that such waiver is consistent with the best interests of the Fund and its long-term shareholders.

The redemption fee is not imposed in the following situations:

- periodic distributions from retirement accounts (including IRAs and retirement plans);
- redemption of reinvested distributions;
- when the Fund cannot identify the beneficial owner in certain omnibus accounts if the Fund has received assurances that a system allowing for the redemption fee will be implemented within a reasonable time when and if required by any relevant regulation;

- when the shares are redeemed in certain hardship situations, including but not limited to, death or disability of the shareholder;
- shares redeemed by the Fund;
- shares redeemed to return an excess contribution to an IRA account; or
- shares redeemed in connection with qualified default investment alternatives.

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### ***Redemptions in Kind***

The Fund reserves the right to satisfy a redemption request by distributing portfolio securities. The Fund has committed pursuant to its Rule 18f-1 election to pay redeeming shareholders in cash for all redemptions up to the lesser of \$250,000 or 1% of the NAV of the Fund within any 90-day period. When redemption proceeds are paid with portfolio securities, an investor will be exposed to market risk until such time as the investor converts into cash the portfolio securities received and, in addition, the investor will likely pay commissions upon such conversion of the portfolio securities into cash. In-kind redemption proceeds may include illiquid securities. Redeeming shareholders receiving illiquid securities may not be able to sell such securities at or near the price the Fund valued them, if at all.

### ***Frequent Purchases and Redemptions of Fund Shares***

The Fund was created as a vehicle for long-term investors and not for those who wish to frequently trade shares. The Adviser and the Board do not believe that investors or speculators seeking to profit from day-to-day fluctuations in stock prices and mutual fund portfolios as a whole should be shareholders of the Fund. In the opinion of the Fund's management and the Board, short-term trading of Fund shares creates risks for the Fund and its long-term shareholders, including disruptions in carrying out the Fund's investment strategies, increases in administrative and transactions costs, and potential dilution from traders successful at seeking short-term profits.

A portion of the Fund's portfolio may be allocated to investments in foreign securities and such allocation may cause the Fund to be susceptible to short-term trading strategies. This is because foreign securities are typically traded on markets that close before the time the Fund calculates its NAV at 4:00 p.m., EST, which gives rise to the possibility that developments may have occurred in the interim that would affect the value of these securities. The time zone differences among international stock markets can allow a shareholder engaging in a short-term trading strategy to exploit differences in Fund share prices that are based on closing prices of foreign securities established some time before the Fund calculates its own share price. It is intended that the use of the Fund's fair value pricing procedures will result in adjustments to closing market prices of foreign securities that reflect what is believed to be the fair value of those securities at the time the Fund calculates its NAV. While there is no assurance, the Fund expects that the use of fair value pricing, in addition to the market-timing policies discussed below, will significantly reduce a shareholder's ability to engage in strategies detrimental to other Fund shareholders.

In order to discourage behavior that can potentially hurt the Fund and its long-term shareholders, the Fund and the Board have adopted policies and procedures with respect to market timing and the frequent purchase and redemption of Fund shares, including the imposition of a redemption fee of 2% on the value of shares redeemed in 60 days or less of purchase (see the section titled "Redemption Fee" above). Under its market timing policies and procedures, the Fund will rely on its Chief Compliance Officer to work in conjunction with the Transfer Agent (or another Fund agent) to monitor trading patterns that may constitute abusive market timing activities. The Fund's market timing policy establishes a presumption of abusive trading for any investor that attempts to complete three purchase and redemption transactions of shares from the same Fund ("round-trip") within a 90-day period. If the Chief Compliance Officer determines that impermissible market timing has occurred, future purchases may be restricted or prohibited. However, sales of Fund shares back to the Fund or redemptions will continue as permitted by the terms disclosed in this Prospectus. The Fund does not accommodate frequent purchases and redemptions of Fund shares by Fund shareholders.

The redemption fee is not imposed, however, in certain situations as described in more detail in the section entitled "How to Redeem Shares — Redemption Fee" above.

The ability of the Fund and its agents to detect and curtail excessive trading practices may be limited by operational systems and technological limitations. In addition, the Fund receives purchase, exchange, and redemption orders through financial intermediaries and cannot always know or reasonably detect excessive trading that may be facilitated by these financial intermediaries or by the use of omnibus account arrangements offered by these financial intermediaries to investors. Omnibus account arrangements are common forms of holding shares of the Fund, particularly among certain financial intermediaries such as brokers and retirement plans. These arrangements often permit the financial intermediary to aggregate its clients' transactions and ownership positions. In these circumstances, the identity of the shareholders often is not known to the Fund. The Fund will seek to enter into agreements with financial intermediaries so that comparable surveillance and reporting procedures can be applied to omnibus accounts as will be applied to non-omnibus accounts. However, there is no guarantee that the reporting and surveillance procedures will be the same across all financial intermediaries or that they will be successful in detecting abusive market timing practices.

## **DIVIDENDS AND DISTRIBUTIONS**

Dividends paid by the Fund are derived from its net investment income and will be distributed at least annually. The Fund's net investment income is made up of dividends received from the stocks it holds, as well as interest accrued and paid on any other obligations that might be held in its portfolio.

The Fund realizes capital gains when it sells a security for more than it paid and a capital loss when it sells a security for less than it paid. The Fund will make distributions of its net realized capital gains (after any reductions for capital loss carry forwards) once a year as required.

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Unless you elect to have your dividends and/or distributions paid in cash, your dividends and/or distributions will be reinvested in additional shares of the Fund. You may change the manner in which your dividends are paid at any time by writing to the Transfer Agent.

If you elect to receive distributions and/or capital gains paid in cash, and the U.S. Postal Service cannot deliver the check, or if a check remains outstanding for six months, the Fund reserves the right to reinvest the distribution check in your account, at the Fund's current net asset value, and to reinvest all subsequent distributions.

## TAX CONSIDERATIONS

The Fund intends to qualify as a regulated investment company under Subchapter M of the Internal Revenue Code of 1986, as amended, so as to be relieved of U.S. federal income tax on its capital gains and net investment income currently distributed to its shareholders.

Dividends from investment income (including any excess of net short-term capital gain over net long-term capital loss) are generally taxable to you as ordinary income. Distributions of qualified dividend income by the Fund may be eligible for preferential tax rates. Distributions of capital gains are taxable based on the Fund's holding period, either short- or long-term, regardless of the length of time shares in the Fund have been held. Distributions of dividends and capital gain are generally taxable when made, whether received in cash or reinvested in additional shares of the Fund. Certain dividend distributions declared in October, November, or December will be taxed to shareholders as if received in December if they are paid during the following January.

You will be advised annually of the source of distributions for U.S. federal income tax purposes.

A redemption or exchange of shares is a taxable event and, accordingly, a capital gain or loss may be recognized for tax purposes. You should consult a tax adviser regarding the effect of U.S. federal, state, local, and foreign taxes on an investment in the Fund.

## ADDITIONAL GENERAL INFORMATION

The Fund will not issue stock certificates evidencing shares. Instead, your account will be credited with the number of shares purchased, relieving you of responsibility for safekeeping of certificates and the need to deliver them upon redemption. Written confirmations are issued for all purchases and redemptions of shares.

In reports or other communications to investors, or in advertising material, the Fund may describe general economic and market conditions affecting the Fund and may compare its performance with other mutual funds as listed in the rankings prepared by Lipper, Morningstar, or similar nationally recognized rating services and financial publications that monitor mutual fund performance. The Fund may also, from time to time, compare its performance to the one or more appropriate market or economic indices.

The Board has approved the Codes of Ethics (the "Codes") of the Trust, the Adviser, and the Distributor. The Board is responsible for overseeing the implementation of the Trust's Code. The Codes govern investment personnel who may have knowledge of the investment activities of the Fund. The Codes require these investment personnel to file regular reports concerning their personal securities transactions and prohibit certain activities that might result in harm to the Fund. The Fund and the Manager have filed copies of their respective Codes with the SEC. Copies of the Codes may be reviewed and copied at the SEC's Public Reference Room in Washington, DC. The Codes are also available on the SEC's EDGAR database at the SEC's website ([www.sec.gov](http://www.sec.gov)). Copies may be obtained, after paying a duplicating fee, by electronic request ([publicinfo@sec.gov](mailto:publicinfo@sec.gov)) or by writing the SEC's Public Reference Section, Washington, DC 20549-0102.

The Board also has approved procedures designed to prevent and detect attempts to launder money as required under the USA PATRIOT Act. The day-to-day responsibility for monitoring and reporting any such activities has been delegated to the Transfer Agent, subject to the oversight and supervision of the Board.

The Fund has delegated all proxy voting authority to the Adviser who shall vote proxies relating to securities held by the Fund pursuant to its proxy voting policy (the "Proxy Voting Policy"). The Adviser's primary consideration in its Proxy Voting Policy is the financial interests of the Fund and its shareholders. The Adviser's Proxy Voting Policy is included as an exhibit to the Fund's SAI, which is available, upon request and without charge, by calling a Cook & Bynum representative toll-free at 1-877-839-COBY (2629).

The Fund has established a policy with respect to the disclosure of its portfolio holdings. A description of this policy is provided in the SAI.

Your mutual fund account may be transferred to your state of residence if no activity occurs within your account during the "inactivity period" specified in your State's abandoned property laws.

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## FINANCIAL HIGHLIGHTS

The financial highlights table below is intended to help you understand the Fund's financial performance since inception. Certain information reflects financial results for a single Fund share. The total return in the table represents the rate that an investor would have earned on an investment in the Fund. This information has been audited by the Fund's Independent Registered Public Accounting Firm, Cohen Fund Audit Services, Ltd., whose report, along with the Fund's Financial Statements, are incorporated by reference into the prospectus from the Fund's Annual Report to Shareholders, which is available upon request.

	For the Year Ended September 30, 2012	For the Year Ended September 30, 2011	For the Year Ended September 30, 2010	For the Period July 1, 2009 (inception) to September 30, 2009
<b>Net asset value – beginning of period</b>	\$ 12.99	\$ 11.94	\$ 10.39	\$ 10.00
<b>INCOME FROM INVESTMENT OPERATIONS:</b>				
Net investment loss <sup>(1)</sup>	(0.03)	(0.02)	(0.02)	(0.02)
Net realized and unrealized gain on investments and foreign currency transactions <sup>(1)</sup>	2.64	1.26	1.69	0.41
<b>Total Income from Investment Operations</b>	2.61	1.24	1.67	0.39
<b>DISTRIBUTIONS TO SHAREHOLDERS:</b>				
Net investment income	--	(0.01)	–	–
Net realized gains	(0.72)	(0.18)	(0.12)	–
<b>Total Distributions</b>	(0.72)	(0.19)	(0.12)	–
<b>CAPITAL SHARE TRANSACTIONS:</b>				
Redemption fees added to paid-in-capital	-- <sup>(2)</sup>	0.00 <sup>(2)</sup>	0.00 <sup>(2)</sup>	–
<b>Total Capital Share Transactions</b>	-- <sup>(2)</sup>	0.00 <sup>(2)</sup>	0.00 <sup>(2)</sup>	–
<b>Net asset value - end of period</b>	\$ 14.88	\$ 12.99	\$ 11.94	\$ 10.39
<b>Total Return</b>	20.97%	10.49%	16.11%	3.90% <sup>(3)</sup>
<b>RATIOS AND SUPPLEMENTAL DATA:</b>				
Net assets, at end of period (000s)	\$ 94,299	\$ 56,675	\$ 36,868	\$ 22,623
Ratios to average net assets:				
Expenses including reimbursement/waiver	1.88%	1.88%	1.88%	1.88% <sup>(4)</sup>
Expenses excluding reimbursement/waiver	2.12%	2.53%	3.35%	5.60% <sup>(4)</sup>
Net investment loss including reimbursement/waiver	(0.25%)	(0.15)%	(0.17)%	(0.85)% <sup>(4)</sup>
Net investment loss excluding reimbursement/waiver	(0.49%)	(0.80)%	(1.64)%	(4.57)% <sup>(4)</sup>
Portfolio turnover rate	25%	39%	31%	0% <sup>(5)</sup>

(1) Calculated using average shares outstanding.

(2) Less than \$0.005 per share.

(3) Not annualized.

- (4) *Annualized.*
- (5) *Less than 1%.*

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<b>FACTS</b>	<b>WHAT DOES COOK &amp; BYNUM FUNDS TRUST (the “Trust”) DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and account information</li> <li>▪ Account balances and transaction history</li> <li>▪ Wire transfer instructions</li> </ul>
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Cook & Bynum Funds Trust chooses to share; and whether you can limit this sharing.

**(THIS INFORMATION IS NOT A PART OF THE PROSPECTUS)**

Reasons we can share your personal information	Does Cook & Bynum Funds Trust	
	Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	No	We do not share.
<b>For joint marketing with other financial companies</b>	No	We do not share.
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	No	We do not share.
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	No	We do not share.
<b>For non-affiliates to market to you</b>	No	We do not share.

<b>Questions?</b>	Call Cook & Bynum at 1-877-839-COBY (2629) or go to <a href="http://cookandbynum.com/cobyx">cookandbynum.com/cobyx</a> .
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<b>Who is providing this notice?</b>	Cook & Bynum Funds Trust (the "Trust")
<b>What we do</b>	
<b>How does Cook &amp; Bynum Funds Trust protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Cook &amp; Bynum Funds Trust collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ open an account</li> <li>▪ provide account information or give us your contact information</li> <li>▪ make a wire transfer</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes- information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include companies such as Cook &amp; Bynum Capital Management, LLC.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Non-affiliates we share with can include financial companies such as custodians, transfer agents, registered representatives, financial advisers, and nonfinancial companies such as fulfillment, proxy voting, and class action service providers.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Cook &amp; Bynum Funds Trust does not jointly market.</i></li> </ul>



THE COOK & BYNUM FUND

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PROSPECTUS  
JANUARY 30, 2013

**FOR MORE INFORMATION**

Additional information about the Fund is available in the Fund's SAI. The SAI contains more details regarding the Fund's organization, investment strategies, service providers, and policies. A current SAI, dated January 30, 2013, has been filed with the SEC and is incorporated by reference into this prospectus. Additional information about the Fund's investments is also available in the Fund's annual and semi-annual reports to shareholders. In the Fund's annual report, you will find a discussion of the market conditions and investment strategies that significantly affected the Fund's performance during its last fiscal year.

Copies of the Fund's SAI and the Fund's annual and semi-annual reports are available without charge. For shareholder inquiries, other information, and to request a copy of the Fund's SAI, please contact the Fund at:

**The Cook & Bynum Fund**  
c/o U.S. Bancorp Fund Services, LLC  
P.O. Box 701  
Milwaukee, Wisconsin 53201-0701  
1-877-839-COBY (2629)

A copy of the requested document(s) will be mailed to you no later than within three business days of the receipt of your request. Immediate access to the requested documents can be found, free of charge, at [www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx).

Information about the Fund (including the SAI) can also be reviewed and copied at the SEC's Public Reference Room in Washington, DC. Information concerning the operation of the Public Reference Room may be obtained by calling the SEC at 1-202-551-8090. Reports and other information about the Fund are also available on the SEC's EDGAR database at the SEC's website ([www.sec.gov](http://www.sec.gov)). Copies of this information can be obtained, after paying a duplicating fee, by electronic request ([publicinfo@sec.gov](mailto:publicinfo@sec.gov)), or by writing the SEC's Public Reference Section, Washington, DC 20549-1520.

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*Investment Company Act No. 811-22282*

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Fund distributed by **BHIL Distributors, Inc.**  
WWW.COOKANDBYNUM.COM/COBYX 877-839-COBY (2629)

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**STATEMENT OF ADDITIONAL INFORMATION**

**January 30, 2013**

**THE COOK & BYNUM FUND**  
(the “Fund”)

**The sole series of**  
**COOK & BYNUM FUNDS TRUST**  
(the “Trust”)

Ticker: COBYX

820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

TELEPHONE: 205-994-2815  
Website: [www.cookandbynum.com/cobyx](http://www.cookandbynum.com/cobyx)

This Statement of Additional Information (“SAI”) is not a prospectus and should be read in conjunction with The Cook & Bynum Fund’s Prospectus dated January 30, 2013, as the Prospectus may be amended from time to time (the “Prospectus”). You may obtain a copy of the Prospectus, free of charge, by writing to The Cook & Bynum Fund, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701 or by calling 1-877-839-COBY (2629).

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## **DESCRIPTION OF THE TRUST AND FUND**

The Cook & Bynum Fund was organized as a non-diversified series of the Cook & Bynum Funds Trust on March 18, 2009. The Trust is an open-end investment company established under the laws of Delaware by an Agreement and Declaration of Trust dated March 18, 2009 (the "Trust Agreement"). The affairs of the Trust are managed by a Board of Trustees (the "Board" or "Trustees"). The investment adviser to the Fund is Cook & Bynum Capital Management, LLC (the "Adviser"). The Board has delegated the day-to-day operations of the Fund to the Adviser, which operates the Fund under the Board's general supervision.

The Trust's Declaration of Trust permits the Board to issue an unlimited number of shares of beneficial interest. The Board has the power to designate one or more separate and distinct series and/or classes of shares of beneficial interest and to classify or reclassify any unissued shares with respect to such series. Currently, the Fund is the only series of shares being offered by the Trust.

## **THE FUND'S INVESTMENT POLICIES, OBJECTIVES, AND SECURITIES OPTIONS**

The Fund's investment objective and the manner in which the Fund pursues that objective are discussed in the Prospectus. This section provides additional information concerning the Fund's principal investment policies and strategies that are discussed in the Prospectus as well as information on non-principal investment strategies that the Fund may also use. Any investment strategy or risk discussed below that is not also discussed in the Prospectus is considered non-principal.

The Fund is a non-diversified, open-end investment company, which means that the Fund can concentrate its investments in a smaller number of companies than a diversified fund. The Fund's principal investment strategies are described in the Prospectus. The Fund intends to structure its investments so as to enable it to satisfy the requirements for taxation as a regulated investment company under Section 851 of the Internal Revenue Code.

The Fund may invest in a variety of securities. The securities in which the Fund may invest are listed below, along with any restrictions on such investments, and, where necessary, a brief discussion of risks unique to the particular type of security.

**FOREIGN (NON-U.S.) SECURITIES.** The Fund may invest in securities of non-U.S. companies, including but not limited to, depository receipts and similar equity securities, corporate debt securities and short- and long-term debt obligations of foreign governments and other foreign money-market instruments. Short-term debt obligations of foreign governments will generally have a maturity of six months or less and a credit rating of "A" or better by Standard & Poor's ("S&P") or a similar rating by another nationally recognized statistical rating organization ("NRSRO"). Other debt securities of non-U.S. companies may be purchased without regard to NRSRO ratings and would generally fall under the category of "special situations." See "CREDIT RISK," "INTEREST RATE RISK," and "INVESTMENT IN HIGH YIELD SECURITIES" below for a description of the risks of investing in debt and other debt securities.

Investments in foreign companies involve certain risks not typically associated with investing in domestic companies. An investment in a foreign company may be affected by changes in currency rates and in exchange control regulations. There may be less publicly available information about a foreign company than about a domestic company, because foreign companies may not be subject to the same degree of regulation as U.S. companies. Foreign companies generally are not subject to uniform accounting, auditing, and financial reporting standards. Dividends and interest on foreign securities may be subject to foreign withholding taxes. Such taxes may reduce the net return to Fund shareholders. Foreign securities are often denominated in a currency other than the U.S. dollar. Accordingly, the Fund will be subject to the risks associated with fluctuations in currency values. Although the Fund will typically only invest in foreign issuers that are domiciled in nations considered having stable and friendly governments, there is the possibility of expropriation, confiscation, taxation, currency blockage, or political or social instability that could negatively affect the Fund.

**EMERGING MARKETS.** The Fund's investments in foreign securities may include securities of companies located in developing or emerging markets, which entail additional risks, including: less social, political, and economic stability; smaller securities markets and lower trading volume, which may result in less liquidity and greater price volatility; national policies that may restrict the Fund's investment opportunities, including restrictions on investments in issuers or industries, or expropriation or confiscation of assets or property; and less developed legal structures governing private or foreign investment.

**SPECIAL SITUATIONS.** From time to time, the Fund may invest in special situations, which could involve purchases of securities, including but not limited to, equity securities, noninvestment grade debt securities, and securities of companies that are in default. A special situation arises when, in the opinion of the Adviser, the securities of a company will, within a reasonably estimated time, appreciate in value due to company specific developments that are independent of general business or market conditions. Such developments and situations include, but are not limited to, liquidations, reorganizations, recapitalizations or mergers, material

litigation, technological breakthroughs, and new management or management policies. Although large and well-known companies may be involved, special situations often involve greater risk than is found in the normal course of investing. See “CREDIT RISK,” “INTEREST RATE RISK,” and “INVESTMENT IN HIGH YIELD SECURITIES” below for a description of the risks of investing in debt and other debt securities.

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**EQUITY SECURITIES.** An equity security (such as a stock, partnership interest, or other beneficial interest in an issuer) represents a proportionate share of the ownership of a company. Its value is based on the success of the company's business, any income paid to stockholders, and the value of its assets. Common stocks and preferred stocks are examples of equity securities. Preferred stocks are equity securities that often pay dividends at a specific rate and have a preference over common stocks in dividend payments and liquidation of assets. Some preferred stocks may be convertible into common stock. Convertible securities are securities (such as debt securities or preferred stock) that may be converted into or exchanged for a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula.

The risks of investing in companies in general include business failure and reliance on erroneous information. To the extent the Fund is invested in the equity securities of small- or medium-size companies, it will be exposed to the risks of smaller-sized companies. Small- and medium-size companies, directly or indirectly, often have narrower markets for their goods and/or services and more limited managerial and financial resources than larger, more established companies. Furthermore, those companies often have limited product lines or services, markets or financial resources, or are dependent on a small management group. In addition, because these securities are less well-known to the investing public, may not have significant institutional ownership, and are often followed by relatively few security analysts, there will normally be less publicly available information concerning these securities compared to what is available for the securities of larger companies. Adverse publicity and investor perceptions, whether or not based on fundamental analysis, can decrease the value and liquidity of securities held by the Fund. As a result, their performance can be more volatile and they face greater risk of business failure, which could increase the volatility of the Fund's portfolio.

**PREFERRED STOCK.** The Fund may invest in shares of preferred stock. Preferred shares generally pay dividends at a specified rate and generally have preference over common shares in the payments of dividends and the liquidation of an issuer's assets. Dividends on preferred shares are generally payable at the discretion of the issuer's board of directors. Accordingly, shareholders may suffer a loss of value if dividends are not paid. The market prices of preferred shares are also sensitive to changes in interest rates and in the issuer's creditworthiness. Accordingly, shareholders may experience a loss of value due to adverse interest rate movements or a decline in the issuer's credit rating.

**CONVERTIBLE SECURITIES.** Traditional convertible securities include corporate bonds, notes, and preferred stocks that may be converted into or exchanged for common stock and/or other securities that also provide an opportunity for equity participation. These securities are generally convertible either at a stated price or a stated rate (that is, for a specific number of shares of common stock or other security). As with other debt securities, the price of a convertible security to some extent varies inversely with interest rates. While providing a fixed income stream (generally higher in yield than the income derivable from a common stock but lower than that afforded by a non-convertible debt security), a convertible security also affords the investor an opportunity, through its conversion feature, to participate in the capital appreciation of the common stock into which it is convertible. As the market price of the underlying common stock declines, convertible securities tend to trade increasingly on a yield basis and so may not experience market value declines to the same extent as the underlying common stock. When the market price of the underlying common stock increases, the price of a convertible security tends to rise as a reflection of the value of the underlying common stock. To obtain a higher yield, the Fund may be required to pay for a convertible security an amount in excess of the value of the underlying common stock. Common stock acquired by the Fund upon conversion of a convertible security will generally be held for so long as such stocks are anticipated to provide the Fund with opportunities that are consistent with the Fund's investment objective and policies.

**DEBT SECURITIES.** The Fund may invest in corporate and U.S. Government debt securities. Corporate debt securities include, but are not limited to, debt obligations offered by public or private corporations either registered or unregistered. The market value of such securities may fluctuate in response to interest rates and the creditworthiness of the issuer. The Fund may invest in debt securities that are non-investment grade or are in default in accordance with the "SPECIAL SITUATIONS" paragraph above. U.S. Government debt securities include direct obligations of the U.S. Government and obligations issued by U.S. Government agencies and instrumentalities. Although certain securities issued by the U.S. Government, its agencies, or instrumentalities are backed by the full faith and credit of the U.S. Government, others are supported only by the credit of that agency or instrumentality. There is no guarantee that the U.S. Government will provide support to such agencies or instrumentalities and such securities may involve risk of loss of principal and interest. In addition, a security backed by the U.S. Treasury or the full faith and credit of the U.S. Government is guaranteed only as to the timely payment of interest and principal when held to maturity. The current market prices for such securities are not guaranteed and will fluctuate. Certain U.S. Government agency securities or securities of U.S. Government-sponsored entities are backed by the right of the issuer to borrow from the U.S. Treasury, or are supported only by the credit of the issuer or instrumentality. While the U.S. Government provides financial support to those U.S. Government-sponsored agencies or instrumentalities, no assurance can be given that it will always do so and those securities are neither guaranteed nor issued by the U.S. Government.

**ASSET-BACKED SECURITIES.** The Fund may invest in asset-backed securities. The securitization techniques used to develop mortgage-related securities are being applied to a broad range of financial assets. Through the use of trusts and special purpose

corporations, various types of assets, including automobile loans and leases, credit card receivables, home equity loans, equipment leases, and trade receivables, are being securitized in structures similar to the structures used in mortgage securitizations. For example, the Fund may invest in collateralized debt obligations (“CDOs”), which include collateralized bond obligations (“CBOs”), collateralized loan obligations (“CLOs”), and other similarly structured securities. CBOs and CLOs are types of asset-backed securities. A CBO is a trust, which is backed by a diversified pool of high-risk, below investment grade debt securities. A CLO is a trust typically collateralized by a pool of loans, which may include, among others, domestic and foreign senior secured loans, senior unsecured loans, and subordinate corporate loans, including loans that may be rated below investment grade or equivalent unrated loans. Asset-backed securities are subject to risks associated with changes in interest rates and prepayment of underlying obligations. Each type of asset-backed security also entails unique risks depending on the type of assets involved and the legal structure used. In some transactions, the value of the asset-backed security is dependent on the performance of a third party acting as credit enhancer or servicer. Furthermore, in some transactions (such as those involving the securitization of vehicle loans or leases) it may be administratively burdensome to perfect the interest of the security issuer in the underlying collateral and the underlying collateral may become damaged or stolen.

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**INVESTMENT IN HIGH YIELD SECURITIES.** The Fund's investments in securities that are rated below investment grade by one or more NRSRO or rating agency (*i.e.*, Ba3 and lower by Moody's or BB- and lower by S&P and Fitch) or, if not rated, determined by the Adviser to be of equivalent quality ("high yield securities"), are subject to greater risk of loss of principal and interest than higher-rated securities. High yield securities are also generally considered to be subject to greater market risk than higher-rated securities and the capacity of issuers of high yield securities to pay interest and repay principal is more likely to weaken than is that of issuers of higher-rated securities in times of deteriorating economic conditions or rising interest rates. In addition, high yield securities may be more susceptible to real or perceived adverse economic conditions than investment grade securities.

Although the Adviser does not rely on the ratings of rating agencies in selecting such investments, debt securities rated Ba (including Ba1, Ba2 and Ba3) by Moody's or BB (including BB+ and BB-) by S&P and Fitch are judged to have speculative elements or to be predominantly speculative with respect to the issuer's ability to pay interest and repay principal. Debt securities rated B (including B1, B2, B3, B+ and B-) by Moody's, S&P, and Fitch are judged to have highly speculative characteristics or to be predominantly speculative. Such securities may have small assurance of interest and principal payments. Securities rated Baa (including Baa1, Baa2 and Baa3) by Moody's are also judged to have speculative characteristics.

The market for high yield securities may be less liquid than the market for higher-rated securities, which can adversely affect the prices at which high yield securities can be sold. Adverse publicity and investor perceptions about high yield securities, whether or not based on fundamental analysis, may tend to decrease the market value and liquidity of these securities. To the extent that there is no established secondary market for high yield securities, the Fund may experience difficulty in valuing such securities and, in turn, the Fund's assets.

Although the Adviser will attempt to reduce the risk inherent in investing in high yield securities through credit analysis and attention to current developments and other trends affecting debt securities, losses may occur. Certain high yield securities in which the Fund may invest may contain call or buy-back features that permit the issuers thereof to call or repurchase such securities. Such securities may present risks based on prepayment expectations. If an issuer exercises such a provision, the Fund's income may decline as a result of a loss of the higher income from such securities.

Ratings of debt securities by the NRSROs are a generally accepted barometer of credit risk, although the Adviser does not rely on credit ratings in selecting investments. Ratings are, however, subject to certain limitations. The rating of a security is heavily weighted by past developments and does not necessarily reflect probable future conditions. There is frequently a lag between the time a rating is assigned and the time it is updated. In addition, there may be varying degrees of difference in the credit risk of securities within each rating category. Some securities are rated by more than one of the NRSROs, and the ratings assigned to the security by the rating agencies may differ. In such an event and for purposes of determining compliance with restrictions on investments for the Fund, if a security is rated by two or more rating agencies, the Adviser will deem the security to be rated at the highest rating.

Unless otherwise indicated, references to securities ratings by one rating agency in this SAI shall include the equivalent rating by another rating agency.

**INVESTMENT COMPANIES.** The Fund may not acquire securities issued by other registered investment companies, except as permitted by the Investment Company Act of 1940, as amended (the "1940 Act") and rules and regulations thereunder. Under Section 12(d)(1) of the 1940 Act, the Fund may invest only up to 5% of its total assets in the securities of any one investment company, but may not own more than 3% of the outstanding voting stock of any one investment company (the "3% Limitation") or invest more than 10% of its total assets in the securities of other investment companies. The Fund is subject to the 3% Limitation unless (i) the Fund has received an order for exemptive relief from the 3% limitation from the Securities and Exchange Commission ("SEC") that is applicable to the Fund; and (ii) the Fund takes appropriate steps to comply with any conditions in such order.

As a shareholder of another registered investment company, the Fund would bear its *pro rata* portion of that company's advisory fees and other expenses. Such fees and expenses will be borne indirectly by the Fund's shareholders.

**REAL ESTATE INVESTMENT TRUSTS.** The Fund may invest in real estate investment trusts ("REITs"). Equity REITs invest directly in real property while mortgage REITs invest in mortgages on real property. REITs may be subject to certain risks associated with the direct ownership of real estate, including declines in the value of real estate, risks related to general and local economic conditions, overbuilding and increased competition, increases in property taxes and operating expenses, and variations in rental income. REITs pay dividends to their shareholders based upon available funds from operations. It is quite common for these dividends to exceed a REIT's taxable earnings and profits, resulting in the excess portion of such dividends being designated as a return of capital. The Fund intends to include any gross dividends from such REITs in its distribution to its shareholders and, accordingly, a portion of the Fund's

distributions may also be designated as a return of capital. The Fund will pay the fees and expenses that are incurred by the REITs in which it invests and the Fund's shareholders will indirectly bear such fees and expenses.

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**REPURCHASE AGREEMENTS.** The Fund may invest a portion of its assets in repurchase agreements (“Repos”) with broker-dealers, banks, and other financial institutions, provided that the Fund’s custodian at all times has possession of the securities serving as collateral for the Repos or has proper evidence of book entry receipt of said securities. In a Repo, the Fund purchases securities subject to the seller’s simultaneous agreement to repurchase those securities from the Fund at a specified price and time (as short as one day and as long as several weeks). The repurchase price reflects an agreed-upon interest rate during the time of investment. All Repos entered into by the Fund must be collateralized by U.S. Government debt securities, the market values of which equal or exceed 102% of the principal amount of the money invested by the Fund. A Repo is a loan and therefore exposes the Fund to the risk that the party that sells the securities will default on its obligation to repurchase those securities. If that happens, the Fund can lose money because it may not be able to sell the securities at the agreed-upon time and price or because the securities may lose value before they can be sold. If an institution with whom the Fund has entered into a Repo enters insolvency proceedings, the resulting delay, if any, in the Fund’s ability to liquidate the securities serving as collateral could cause the Fund some loss if the securities declined in value prior to liquidation. To minimize the risk of such loss, the Fund will enter into Repos only with institutions and dealers considered creditworthy and will not allow more than 25% of the Fund’s assets to be allocated to such investments.

**DERIVATIVES.** The Fund may invest in a number of different types of “derivative” investments, however, such investments shall not comprise more than 10% of the total value of the Fund. A derivative is an investment whose value depends on (or is derived from) the value of an underlying security, asset, interest rate, index, or currency. Derivatives may allow the Fund to increase or decrease its exposure to certain markets or risks. The Fund may use derivatives to seek to increase its investment return or for hedging purposes. The Fund is not required to use derivatives in seeking its investment objective or for hedging and it might not do so. Options, futures, and forward contracts are some of the types of derivatives the Fund can use. The Fund may also use other types of derivatives that are consistent with its investment strategies or for hedging purposes.

Derivatives may be volatile and may involve significant risks. The underlying security or other instrument on which a derivative is based, or the derivative itself, may not perform the way the Adviser expects it to. A Fund may also lose money on a derivative investment if the issuer fails to pay the amount due. Certain derivative investments held by the Fund may be illiquid, making it difficult to close out an unfavorable position. Derivative transactions may require the payment of premiums and can increase portfolio turnover. As a result of these risks, the Fund could realize little or no income or lose money from its investments, or a hedge might be unsuccessful.

**SECURITIES LENDING TRANSACTIONS.** The Fund may lend its portfolio securities to broker-dealers and banks. Any such loan must be continuously secured by collateral in cash or cash equivalents maintained on a current basis in an amount at least equal to the market value of the securities loaned by the Fund. The Fund would continue to receive the equivalent of the interest or dividends paid by the issuer on the securities loaned, and would also receive an additional return that may be in the form of a fixed fee or a percentage of the market value of securities loaned. The Fund would have the right to call the loan and obtain the securities loaned at any time with reasonable notice. The Fund would not have the right to vote the securities during the existence of the loan, but would call the loan to permit voting of the securities if, in the Adviser’s judgment, a material event requiring a shareholder vote would otherwise occur before the loan was repaid. The Fund will not lend more than more than 25% of the net asset value of the securities comprising its portfolio.

In the event of bankruptcy or other default of the borrower or lending agent, the Fund could experience both delays in liquidating the loan collateral or recovering the loaned securities and losses, including (a) possible decline in the value of the collateral or in the value of the securities loaned during the period while the Fund seeks to enforce its rights thereto, (b) possible subnormal levels of income and lack of access to income during this period, and (c) expenses of enforcing its rights.

**CASH RESERVES.** Although the Fund will normally hold a concentrated portfolio comprised primarily of equity securities, the Fund is not required to be fully invested and may maintain a significant portion of its total assets in cash and securities generally considered to be cash equivalents, including, but not limited to, U.S. Government securities, money market funds, Repos, and other high quality money market instruments. From time to time, cash and cash reserves may also include foreign securities, including but not limited to, short-term obligations of foreign governments or other high quality foreign money-market instruments. The Fund and the Adviser believe that a certain amount of liquidity in the Fund’s portfolio is desirable both to meet operating requirements and to take advantage of new investment opportunities. Under market conditions when the Fund is unable to find sufficient investments meeting its criteria, cash and cash reserves may comprise a large percentage of the Fund’s total assets. When the Fund holds a significant portion of assets in cash and cash reserves, it may not meet its investment objective and the Fund’s performance may be negatively affected as a result.

**RESTRICTED AND ILLIQUID SECURITIES.** The Fund will not maintain more than 15% of its net assets in securities that the Adviser determines to be illiquid. Illiquid securities are securities that may be difficult to sell promptly at an acceptable price because of a lack of an available market and other factors. The sale of some illiquid and other types of securities may be subject to legal restrictions. Because illiquid and restricted securities may present a greater risk of loss than other types of securities, the Fund will not

invest in such securities in excess of the limits set forth above. The Fund may also invest in securities acquired in a privately negotiated transaction from the issuer or a holder of the issuer's securities and which may not be distributed publicly without registration under the Securities Act of 1933, as amended. However, the Fund will generally not purchase private securities in privately held companies, absent a reasonable expectation that the securities purchased will be exchanged, converted, registered, or otherwise made saleable on a public market within two years. Restricted and illiquid securities are valued by the Adviser in accordance with procedures approved by the Board in a manner intended to reflect the fair market value of such securities. Securities that are subject to substantial market and credit risk may have greater liquidity risk.

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**WHEN-ISSUED SECURITIES AND DELAYED-DELIVERY TRANSACTIONS.** The Fund may purchase securities on a when-issued basis, and it may purchase or sell securities for delayed-delivery. These transactions occur when securities are purchased or sold by the Fund with payment and delivery taking place at some future date. The Fund may enter into such transactions when, in the Adviser's opinion, doing so may secure an advantageous yield and/or price to the Fund that might otherwise be unavailable. The Fund has not established any limit on the percentage of assets it may commit to such transactions, but to minimize the risks of entering into these transactions, the Fund will maintain a segregated account with its custodian consisting of cash, or other high-grade liquid debt securities, denominated in U.S. Dollars or non-U.S. currencies, in an amount equal to the aggregate fair market value of its commitments to such transactions.

**MARGIN PURCHASES.** The Fund may not purchase securities on margin, except (i) as otherwise provided under rules adopted by the SEC under the 1940 Act or by guidance regarding the 1940 Act, or interpretations thereof, and (ii) that the Fund may obtain such short-term credits as are necessary for the clearance of portfolio transactions. The Fund may make margin payments in connection with futures contracts, options, forward contracts, swaps, and other financial instruments.

**CREDIT RISK.** The Fund's investments are subject to credit risk. An issuer's credit quality depends on its ability to pay interest on and repay its debt and other obligations. Defaulted securities or those expected to default are subject to additional risks in that the securities may become subject to a plan or reorganization that can diminish or eliminate their value. The credit risk of a security may also depend on the credit quality of any bank or financial institution that provides credit enhancement for the security. The Fund does not rely on third party credit ratings to select its investments.

**INTEREST RATE RISK.** The Fund's investments are subject to interest rate risk, which is the risk that the value of a security will decline because of a change in general interest rates. Investments subject to interest rate risk usually decrease in value when interest rates rise and rise in value when interest rates decline. Also, debt securities with longer maturities typically experience a more pronounced change in value when interest rates change.

**INFLATION RISK.** This is the risk that the value of assets or income from investments will be less in the future as inflation decreases the value of money. As inflation increases, the value of the Fund's assets can decline as can the value of the Fund's distributions. This risk increases as the Fund invests a greater portion of its assets in debt securities with longer maturities.

**MASTER-FEEDER OPTION.** Notwithstanding its other investment policies, the Fund may seek to achieve its investment objective by investing all of its investable net assets in another investment company having the same investment objective and substantially the same investment policies and restrictions as those of the Fund. Although such an investment may be made in the sole discretion of the Trustees, the Fund's shareholders will be given 30 days prior notice of any such investment. There is no current intent to make such an investment.

**FUTURE DEVELOPMENTS.** The Fund may take advantage of other investment practices that are not currently contemplated for use by the Fund, or are not available but may yet be developed, to the extent such investment practices are consistent with the Fund's investment objective and legally permissible for the Fund. Such investment practices, if they arise, may involve risks that exceed those involved in the activities described above. The Fund will sticker the Prospectus and/or SAI, as appropriate, to describe such investment practices that are not currently contemplated for use by the Fund.

**PORTFOLIO TURNOVER.** The Fund will generally purchase and sell securities without regard to the length of time the security has been held. Accordingly, it can be expected that the rate of portfolio turnover will not be substantial. The Fund expects that its annual portfolio turnover rate will not exceed 35% under normal conditions. However, there can be no assurance that the Fund will not exceed this rate, and the portfolio turnover rate may vary from year to year.

High portfolio turnover in any year will result in the payment by the Fund of above-average transaction costs and could result in the payment by shareholders of above-average amounts of taxes on realized investment gains. Distributions to shareholders of such investment gains, to the extent they consist of short-term capital gains, will be considered ordinary income for U.S. federal income tax purposes.

Portfolio turnover rate is calculated by dividing (1) the lesser of purchases or sales of portfolio securities for the fiscal year by (2) the monthly average of the value of portfolio securities owned during the fiscal year. A 100% turnover rate would occur if all the securities in the Fund's portfolio, with the exception of securities whose maturities at the time of acquisition were one year or less, were sold and either repurchased or replaced within one year. Portfolio securities specifically exclude cash and cash equivalents, including U.S. Treasuries. If cash and cash equivalents were included in this calculation, the stated portfolio turnover rate would be lower.



The Fund's portfolio turnover for the last two fiscal years ending September 30, 2012 and 2011 was 25% and 39%, respectively.

## **DIS CLOSURE OF PORTFOLIO HOLDINGS**

The Fund has adopted policies and procedures reasonably designed to prevent selective disclosure of the Fund's portfolio holdings to third parties. Portfolio holdings are generally disclosed as required by law or regulation on a quarterly basis through reports to shareholders or filings with the SEC within 60 days after quarter end. The Fund may also make disclosures pursuant to a legitimate business purpose (such as to service providers or broker-dealers in connection with the performance of services for the Fund) as long as the recipient has been notified or has executed an agreement to the effect that it is subject to a duty of confidentiality and may not trade in securities on the basis of non-public information that may be included in these disclosures. The Fund reserves the right to request certifications from senior officers of a recipient that the recipient is using the information only in a manner consistent with Fund's portfolio holdings disclosure policy and procedures and any applicable confidentiality agreement. Consistent with the aforementioned, each of the following third parties has been approved by the chief compliance officer ("CCO") to receive information concerning the Fund's portfolio holdings: (i) the Fund's independent registered public accounting firm, (ii) the Fund's custodian, (iii) the Fund's transfer agent, (iv) the Fund's administrator, (v) the Fund's accountant, and (vi) the Fund's legal counsel. In addition, the Fund's CCO (or his/her designee) may also authorize disclosure of the Fund's portfolio holdings to other persons after considering (a) whether the Fund has a legitimate business purpose in providing such information on a selective basis; (b) the procedures that will be used to ensure that such information remains confidential and is not traded upon; and (c) whether such disclosure is in the best interest of the shareholders of the Fund, and will report such authorizations to the Board. Such disclosures should also only be made if the recipient has been notified or has executed an agreement to the effect that it is subject to a duty of confidentiality and may not trade in securities on the basis of non-public information that may be included in these disclosures and the Fund will reserve the right to request certifications from senior officers of a recipient that the recipient is using the information only in a manner consistent with Fund's portfolio holdings disclosure policy and procedures and any applicable confidentiality agreement. Disclosure of nonpublic portfolio holdings to third parties may only be made if the CCO or a Fund officer designated by the CCO determines that such disclosure is not impermissible under applicable law or regulation. The Trustees will at least annually review information regarding the nature of any such disclosures and recipients. If the Trustees determine that any such disclosure was inappropriate, the Trustees will take such actions as they deem necessary and appropriate to protect the interests of shareholders.

The Fund believes that the foregoing policies and procedures reduce the likelihood of conflicts between the interests of shareholders and affiliates of the Fund. Both the Adviser and the Fund have Codes of Ethics that govern conflicts of interest and that are designed to minimize the possibility that employees of the Fund or the Adviser will act in a manner inconsistent with their duties to the Fund and its shareholders. No person will receive compensation of any kind in connection with the disclosure of nonpublic information pertaining to the Fund's portfolio holdings.

## **INVESTMENT RESTRICTIONS**

The restrictions listed below are fundamental policies and may be changed only with the approval of a "majority of the outstanding voting securities" of the Fund as defined in the 1940 Act. As provided in the 1940 Act, a vote of a "majority of the outstanding voting securities" of the Fund means the affirmative vote of the lesser of (1) more than 50% of the outstanding shares of the Fund, or (2) 67% or more of the shares of the Fund present at a meeting, if more than 50% of the shares are represented at the meeting in person or by proxy. Except with respect to borrowing, changes in values of the Fund's assets as a whole will not cause a violation of the following investment restrictions so long as percentage restrictions are observed by the Fund at the time it purchases any security.

### **Fundamental**

1. The Fund may not concentrate investments in an industry, as concentration may be defined under the 1940 Act or the rules and regulations thereunder (as such statute, rules or regulations may be amended from time to time) or by guidance regarding, interpretations of, or exemptive orders under, the 1940 Act or the rules or regulations thereunder published by appropriate regulatory authorities. Please see the section entitled "1940 Act Requirements" below for an overview of current requirements regarding the concentration of investments under the 1940 Act and the rules and other pronouncements thereunder.
2. The Fund may not issue any senior security (as that term is defined in the 1940 Act) or borrow money, except to the extent permitted by the 1940 Act or the rules and regulations thereunder (as such statute, rules or regulations may be amended from time to time) or by guidance regarding, or interpretations of, or exemptive orders under, the 1940 Act or the rules or regulations thereunder published by appropriate regulatory authorities. Please see the section entitled "1940 Act Requirements" below for an overview of current requirements regarding the issuance of senior securities under the 1940 Act and the rules and other pronouncements thereunder.

For the purposes of this restriction, margin and collateral arrangements, including, for example, with respect to permitted borrowings, options, futures contracts, options on futures contracts, and other derivatives such as swaps, are not deemed to involve the issuance of a senior security.

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3. The Fund may not act as an underwriter of securities, except that the Fund may acquire restricted securities under circumstances in which, if such securities were sold, the Fund might be deemed to be an underwriter for purposes of the Securities Act of 1933, as amended.
4. The Fund may not make loans, except through (i) the purchase of debt obligations in accordance with its investment objective and policies; (ii) the lending of portfolio securities; or (iii) the use of repurchase agreements.
5. The Fund may not purchase or sell commodities, except that the Fund may enter into futures contracts, options on futures contracts, and privately-negotiated contracts for the current or future delivery of commodities.
6. The Fund may not purchase or sell real estate, except that it may dispose of real estate acquired as a result of the ownership of securities or other instruments. This restriction does not prohibit the Fund from investing in securities or other instruments backed by real estate or in securities of companies engaged in the real estate business.

### **Non-Fundamental**

In connection with any borrowing, the Fund will not mortgage, pledge, hypothecate or in any manner transfer, as security for indebtedness more than one-third of the Fund's assets.

### **1940 Act Requirements**

"Concentration" is generally interpreted under the 1940 Act to be investing more than 25% of net assets in an industry or group of industries. The 1940 Act limits the ability of investment companies to borrow and lend money and to underwrite securities. The 1940 Act currently prohibits an open-end fund from issuing senior securities, as defined in the 1940 Act, except under very limited circumstances. Additionally, the 1940 Act limits the Fund's ability to borrow money, prohibiting the Fund from issuing senior securities, except the Fund may borrow from any bank, provided that immediately after any such borrowing there is an asset coverage of at least 300% for all borrowings by the Fund and provided further, that in the event that such asset coverage shall at any time fall below 300%, the Fund shall, within three days thereafter (not including Sundays and holidays) or such longer period as the SEC may prescribe by rules and regulations, reduce the amount of its borrowings to such an extent that the asset coverage of such borrowing shall be at least 300%.

### **IN VESTMENT ADVISER**

Information on the Fund's investment adviser, Cook & Bynum Capital Management, LLC, is set forth in the Prospectus. This section contains additional information concerning the Adviser.

The Adviser manages the investment portfolio of the Fund pursuant to an investment management agreement with the Fund dated May 26, 2009, as amended. Mr. Richard P. Cook and Mr. J. Dowe Bynum are principals of the Adviser. Both persons serve as officers of the Trust. Mr. Bynum also serves as a Trustee of the Trust. Mr. Cook and Mr. Bynum are the portfolio managers for the Fund.

#### *Portfolio Managers*

The following individuals serve as portfolio managers for the Fund and are primarily responsible for the day-to-day management of the Fund's portfolio:

#### **Richard P. Cook**

Mr. Richard P. Cook is a principal of the Adviser and acts as a portfolio manager for the Fund. Mr. Cook is also President of the Trust. Mr. Cook has been a principal and portfolio manager of the Adviser since the Adviser's inception in 2006. Before forming the Adviser, Mr. Cook managed individual accounts at Cook & Bynum Capital Mgt. LLC, in Birmingham, Alabama from August 2001 to December 2006, which also served as sub-advisor to private investment funds Gullane Capital Partners, LLC and Gullane Capital Partners Encore, LLC from June 2004 to December 2006. Previously, Mr. Cook worked for Tudor Investment Corporation in Greenwich, Connecticut. Mr. Cook attended Hampden-Sydney College where he graduated *summa cum laude* in three years with a B.S. in Mathematics, Applied Mathematics, and Economics and was a member of Phi Beta Kappa. Mr. Cook has approximately 13 years of investment management experience.

## **J. Dowe Bynum**

Mr. J. Dowe Bynum is a principal of the Adviser and acts as a portfolio manager for the Fund. Mr. Bynum is also Trustee, Vice President, and Secretary of the Trust. Mr. Bynum has been a principal and portfolio manager of the Adviser since the Adviser's inception in 2006. Before forming the Adviser, Mr. Bynum managed individual accounts at Cook & Bynum Capital Mgt., LLC in Birmingham, Alabama from August 2001 to December 2006, which also served as sub-advisor to private investment funds Gullane Capital Partners, LLC and Gullane Capital Partners Encore, LLC from June 2004 to December 2006. Previously, Mr. Bynum worked as an analyst in the Equities Division of Goldman, Sachs & Co., Inc. in New York, New York. Mr. Bynum attended Princeton University and graduated with a B.S.E. in Operations Research & Financial Engineering and a Certificate in Finance. Mr. Bynum has approximately 12 years of investment management experience.

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The table below identifies each member of the portfolio management team and the number of accounts managed and the total assets in such accounts, within each of the following categories: registered investment company, privately offered pooled investment vehicles, and separate accounts. Information in the table is shown as of September 30, 2012.

Name	Registered Investment Company+		Other Pooled Investment Vehicles		Other Accounts	
	Total Assets through September 30, 2012		Total Assets through September 30, 2012		Total Assets through September 30, 2012	
	Number of Accounts	Total Assets	Number of Accounts	Total Assets	Number of Accounts	Total Assets
Mr. Richard P. Cook	1	\$95,460,860	2	\$144,518,652	0	\$0
Mr. J. Dowe Bynum	1	\$95,460,860	2	\$144,518,652	0	\$0

+The portfolio management team does not manage accounts for any registered investment company other than the Fund.

The Adviser does not manage any accounts for which it receives a performance based fee.

### *Conflicts of Interest*

The Adviser seeks to treat all clients (including the Fund and privately offered pooled investment vehicles) fairly and equitably and has adopted policies and procedures designed to ensure that no client is disadvantaged over another where both clients have the ability to invest in similar securities. Special attention is paid to situations where the activities of the Fund may conflict with the activities of other advisory clients so that the Fund is not disadvantaged. There is no guarantee, however, that the policies and procedures adopted by the Adviser will be able to detect and/or prevent every situation in which an actual or potential conflict may appear.

Although all clients of the Adviser have funds managed with the same overall investment philosophy, different clients of the Adviser have different restrictions on their permitted activities, whether by statute, contract, or instruction of the client. Taking into account total asset size and investment restrictions, the Fund and privately offered pooled vehicles may own different securities and performance may materially differ.

Specifically, the pooled investment vehicles are typically permitted to invest without regard to liquidity, have provisions restricting liquidity on behalf of investors, and may pursue strategies not available to or otherwise limited by the Fund or other clients including, but not limited to, short-selling, the purchase of unregistered securities in private companies, or other investments prohibited by the 1940 Act, statute, law, charter, or contract.

Furthermore, privately offered pooled investment vehicles may be more concentrated in specific securities (and therefore generate higher or lower returns) than the account of the Fund, where concentrations are limited by the 1940 Act or other statutes.

Other potential conflicts include:

Allocation of Limited Time and Attention. A portfolio manager who is responsible for managing multiple funds and/or accounts may devote unequal time and attention to the management of those funds and/or accounts. As a result, the portfolio manager may not be able to formulate as complete a strategy or identify equally attractive investment opportunities for each of those accounts as might be the case if he or she were to devote substantially more attention to the management of a single fund. The effects of this potential conflict may be more pronounced where funds and/or accounts overseen by a particular portfolio manager have different investment strategies.

Allocation of Limited Investment Opportunities. If a portfolio manager identifies a limited investment opportunity that may be suitable for multiple funds and/or accounts, the opportunity may be allocated among these several funds or accounts, which may limit a fund's ability to take full advantage of the investment opportunity.

Selection of Brokers/Dealers. Portfolio managers may be able to select or influence the selection of the brokers and dealers that are used to execute securities transactions for the funds and/or account that they supervise. In addition to executing trades, some brokers and dealers provide portfolio managers with brokerage and research services (as those terms are defined in Section 28(e) of the 1934 Act), which may result in the payment of higher brokerage fees than might have otherwise been available. These services may be more

beneficial to certain funds or accounts than to others. Although the payment of brokerage commissions is subject to the requirement that the portfolio manager determine in good faith that the commissions are reasonable in relation to the value of the brokerage and research services provided to the fund, a portfolio manager's decision as to the selection of brokers and dealers could yield disproportionate costs and benefits among the funds and/or accounts that he or she manages.

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Variation in Compensation. A conflict of interest may arise where the financial or other benefits available to the portfolio manager differ among the funds and/or accounts that he or she manages. If the structure of the investment adviser’s management fee and/or the portfolio manager’s compensation differs among funds and/or accounts (such as where certain funds or accounts pay higher management fees or performance-based management fees), the portfolio manager might be motivated to help certain funds and/or accounts over others. The portfolio manager might be motivated to favor funds and/or accounts in which he or she has an interest or in which the investment advisor and/or its affiliates have interests. Similarly, the desire to maintain or raise assets under management or to enhance the portfolio manager’s performance record or to derive other rewards, financial or otherwise, could influence the portfolio manager to lend preferential treatment to those funds and/or accounts that could most significantly benefit the portfolio manager.

**Portfolio Management Team Compensation**

The Trust does not directly compensate any personnel of the Adviser, including members of the portfolio management team.

Messrs. Cook and Bynum receive compensation from the Adviser in the form of a share of the Adviser’s total profits, inclusive of the management fees the Adviser receives from its privately offered pooled investment vehicles.

No member of the portfolio management team is compensated based directly on the performance of the Fund or the value of the Fund’s assets.

*Ownership of Fund Securities*

The following table shows the dollar range of equity securities in the Fund beneficially owned by Mr. Cook and Mr. Bynum as of September 30, 2012.

Name of Portfolio Manager	Dollar Range of Equity Securities in The Cook & Bynum Fund
Richard P. Cook	\$100,001 – \$500,000
J. Dowe Bynum	\$500,001 - \$1,000,000

**THE INVESTMENT MANAGEMENT AGREEMENT**

The Trust has entered into an Investment Management Agreement (“Advisory Agreement”) with the Adviser. Under the terms of the Advisory Agreement, the Adviser manages the investment operations of the Fund in accordance with the Fund’s investment policies and restrictions. The Adviser furnishes an investment program for the Fund; determines what investments should be purchased, sold, and held; and makes changes on behalf of the Trust in the investments of the Fund. At all times the Adviser’s actions on behalf of the Fund are subject to the overall supervision and review of the Board. The Adviser also manages investments for other clients whose objectives and strategies may result in conflicts of interest with the Fund. The Board has been advised of such potential conflicts and believes that the Adviser has adequate policies and procedures designed to minimize the impact of any such conflicts on the Fund’s portfolio.

The Advisory Agreement provides that the Adviser shall not be liable for any loss suffered by the Fund or its shareholders as a consequence of any act or omission in connection with services under the Advisory Agreement, except by reason of the Adviser’s willful misfeasance, bad faith, gross negligence, or reckless disregard of its obligations and duties.

At a meeting of the Board of Trustees on May 23, 2012, the Board approved the continuance of the Advisory Agreement for an additional period of one year commencing May 26, 2012. The Advisory Agreement may be continued from year to year so long as its continuance is approved at least annually (a) by the vote of a majority of the Trustees of the Fund who are not “interested persons” of the Fund or the Adviser cast in person at a meeting called for the purpose of voting on such approval, and (b) by the Board of Trustees as a whole or by the vote of a majority (as defined in the 1940 Act) of the outstanding shares of the Fund.

The Advisory Agreement will terminate automatically in the event of its assignment (as defined in the 1940 Act). The Trust (either (i) by vote of a majority of its Trustees or (ii) by the affirmative vote of a majority of the outstanding Shares of the Trust) or the Adviser may at any time, without the payment of any penalty, terminate the Advisory Agreement by not more than 60 days’ written notice.

At a meeting of the Board of Trustees on November 13, 2012, the Board approved an amendment to the Advisory Agreement lowering the management fee paid by the Fund and an amendment to the Expense Limitation Agreement lowering the Fund’s fee cap. Each amendment is effective January 1, 2013.



Prior to January 1, 2013, pursuant to the Advisory Agreement, the Trust paid a management fee to the Adviser for its provision of investment advisory services to the Fund at an annual rate equal to 1.50% of the average daily net assets of the Fund. Effective January 1, 2013, the management fee paid to the Adviser was reduced to an annual rate equal to 1.49% of the average daily net assets of the Fund. Pursuant to the Expense Limitation Agreement, as approved by the Board, the Adviser has agreed to waive or reimburse the Fund for aggregate expenses of every character incurred by the Fund, including but not limited to organizational expenses and investment management fees, but excluding interest, taxes, brokerage commissions, and other extraordinary expenses not incurred in the ordinary course of the Fund's business (as defined by the Expense Limitation Agreement), to the extent necessary to maintain the Fund's net annual operating expenses at 1.88% of average daily net assets, for the period prior to January 1, 2013, and, effective January 1, 2013, to 1.49% of average daily net assets through February 1, 2014. For the last three years, the Fund paid the following amounts to the Adviser for its investment advisory services:

Fiscal Year End	Investment Advisory Fees Accrued	Fund Expenses Waived or Reimbursed by Adviser	Net Fees Paid to Adviser
2012	\$1,049,665	\$170,892	\$878,773
2011	\$691,591	\$301,508	\$390,083
2010	\$429,063	\$420,715	\$8,348

#### TRUSTEES AND OFFICERS

The Trust is a Delaware statutory trust and is registered under the 1940 Act as an open-end management investment company. The Fund is the sole series of the Trust. The Board has overall responsibility for the conduct of the Trust's affairs. The day-to-day operations of the Fund are managed by the Adviser, subject to the Trust's Bylaws and overall supervision and review by the Board. The Trustees and Officers of the Trust, including those Trustees who are also officers, are listed below.

Name, Age & Address+	Position(s) Held with the Trust	Term of Office & Length of Time Served**	Principal Occupation(s) During Past 5 Years	Funds Overseen by Trustee	Other Directorships Held by Trustee During the past 5 Years
<b>Interested Trustees and Officers</b>					
J. Dowe Bynum* Year of Birth: 1978	Trustee, Vice President, Secretary	Mr. Bynum has served as a Trustee of the Trust since March 2009.	Mr. Bynum has been a principal of and portfolio manager for Cook & Bynum Capital Management, LLC ("CBCM") since 2006. From August 2001 to December 2006, Mr. Bynum managed individual accounts at CBCM in Birmingham, Alabama, which also served as sub-advisor to private investment funds Gullane Capital Partners LLC and Gullane Capital Partners Encore LLC.	1	None

Name, Age & Address+	Position(s) Held with the Trust	Term of Office & Length of Time Served**	Principal Occupation(s) During Past 5 Years	Funds Overseen by Trustee	Other Directorships Held by Trustee During the past 5 Years
<b>Independent Trustees^</b>					
Charles H. Ogburn Year of Birth: 1955	Trustee	Mr. Ogburn has served as a Trustee of the Trust since May 2010.	Mr. Ogburn has been Non-Executive Chairman of the Board of Crawford & Company since January 1, 2010. From 2001 to	1	Director, Caribou Coffee Company;

			<p>2010, he was Executive Director at the international investment firm Arcapita Inc. Before joining Arcapita, Mr. Ogburn spent more than 15 years at the investment banking firm The Robinson-Humphrey Company Inc.</p>	<p>Non-Executive Chairman, Crawford &amp; Company</p>
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Name, Age & Address+	Position(s) Held with the Trust	Term of Office & Length of Time Served**	Principal Occupation(s) During Past 5 Years	Funds Overseen by Trustee	Other Directorships Held by Trustee During the past 5 Years
Bruce F. Rogers Year of Birth: 1958	Trustee	Mr. Rogers has served as a Trustee of the Trust since May 2009.	Mr. Rogers has been a Partner with the law firm of Bainbridge, Mims, Rogers & Smith LLP since January 1990.	1	None

**Add itional Officers of the Trust**

Name, Age and Address+	Position(s) Held with the Trust	Term of Office & Length of Time Served**	Principal Occupation(s) During Past 5 Years
Richard P. Cook Year of Birth: 1978	President	Mr. Cook has served as President of the Trust since March 2009.	Mr. Cook has been a principal of and portfolio manager for CBCM since 2006. From August 2001 to December 2006, Mr. Cook managed individual accounts at CBCM in Birmingham, Alabama which also served as sub-advisor to private investment funds Gullane Capital Partners LLC and Gullane Capital Partners Encore LLC.
David A. Hobbs Year of Birth: 1977	Vice President	Mr. Hobbs has served as a Vice President of the Trust since January 2011.	Since May 2010, Mr. Hobbs has served as a principal and President of CBCM. From June 2003 to May 2010 he was a principal of Founders Investment Banking, LLC.
Jason F. Hadler Year of Birth: 1975 c/o U.S. Bancorp Fund Services, LLC P.O. Box 701 Milwaukee, Wisconsin 53201-0701	Treasurer	Mr. Hadler has served as Treasurer of the Trust since May 2012.	Mr. Hadler joined USBFS in 2003 and is currently a Senior Vice President.
Ashley A. Morris Year of Birth: 1975	Vice President, Chief Compliance Officer, and Assistant Secretary	Ms. Morris has served as Vice President and Assistant Secretary of the Trust since May 2009. Ms. Morris has served as Chief Compliance Officer of the Trust since May 2012.	Ms. Morris has served as Director of Mutual Funds for CBCM since January 2009. Ms. Morris was Director of Operations for Jason Buha, LLC from 2001 to January 2009 and also an accountant and assistant to the CFO for the YWCA of Central Alabama from 2007 to 2008. Prior to 2001, Ms. Morris was a Corporate Finance Analyst with The Robinson Humphrey Company, Inc.

+ Unless otherwise indicated, the address of each Trustee of the Trust and each Officer of the Trust is 820 Shades Creek Parkway, Suite 2450, Birmingham, AL 35209.

\* Mr. Bynum is an interested person, as defined in the 1940 Act, of the Trust because of his affiliation with the Adviser.

^ Trustees who are not “interested persons” of the Trust as defined under the 1940 Act.

\*\* Each Trustee serves for an indefinite term. Each Officer serves for an annual term and until his or her successor is elected and qualified.

The Board of Trustees has two standing committees: the Audit Committee and the Nominating Committee.

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### Audit Committee

The Board has formed an Audit Committee to (a) oversee the Fund's accounting and financial reporting policies and practices and its internal controls; (b) oversee the quality and objectivity of the Fund's financial statements and the independent audit thereof; and (c) act as a liaison between the Fund's independent auditors and the full Board. The Audit Committee has adopted a charter to govern such activities. The members of the Audit Committee are: Charles H. Ogburn and Bruce F. Rogers. The Audit Committee held four meetings during the fiscal year ended September 30, 2012.

### Nominating Committee

The Board has formed a Nominating Committee ("Nominating Committee"). The Nominating Committee will recommend nominees to the Board for election and periodically review the composition of the Board. The Nominating Committee will not consider nominees recommended by security holders. The members of the Nominating Committee are: Charles H. Ogburn and Bruce F. Rogers. The Nominating Committee held one meeting during the fiscal year ended September 30, 2012.

### Compensation

During the fiscal year ended 2012, each Trustee who is not an "interested person" of the Fund (*i.e.*, an "Independent Trustee") received an annual retainer of \$5,000 with an additional \$2,500 paid to the Chairman of the Audit Committee. All Trustees are permitted reimbursement for any out-of-pocket expenses incurred in connection with attendance at meetings.

The following table illustrates amounts paid to the Trustees for the Fund's fiscal year ended September 30, 2012.

NAME OF TRUSTEE	AGGREGATE COMPENSATION FROM THE FUND	PENSION OR RETIREMENT BENEFITS ACCRUED AS PART OF FUND'S EXPENSES	ESTIMATED ANNUAL BENEFITS UPON RETIREMENT	TOTAL COMPENSATION PAID TO TRUSTEE
J. Dowe Bynum	\$0	\$0	\$0	\$0
Charles H. Ogburn* <sup>^</sup>	\$7,500	\$0	\$0	\$7,500
Bruce F. Rogers*	\$5,000	\$0	\$0	\$5,000

\* Directors who are not "interested persons" of the Trust as defined under the 1940 Act.

<sup>^</sup> Designated Chairman of the Audit Committee

### Trustee Ownership of Fund Shares

As of December 31, 2012, the Trustees owned the following aggregate amounts of Fund Shares:

NAME OF TRUSTEE	DOLLAR RANGE OF FUND SHARES HELD IN THE FUND*	AGGREGATE DOLLAR RANGE IN ALL REGISTERED FUNDS OVERSEEN BY TRUSTEE IN COOK & BYNUM FAMILY OF INVESTMENT COMPANIES
J. Dowe Bynum	\$500,000 - \$1,000,000	\$500,000 - \$1,000,000
Charles H. Ogburn	\$100,001 - \$500,000	\$100,001 - \$500,000
Bruce F. Rogers	\$100,001 - \$500,000	\$100,001 - \$500,000

As of December 31, 2012, the Trustees and Officers (and their affiliates) as a group own 2.21% of the Fund.

### BOARD LEADERSHIP STRUCTURE AND RISK OVERSIGHT

The Board of Trustees is comprised of one Interested Trustee and two Independent Trustees. Under certain 1940 Act governance guidelines that apply to the Trust, the Independent Trustees meet in executive session, at least quarterly. The Trust's Agreement and Declaration of Trust and By-Laws designate the responsibilities of the Trustees. The Board of Trustees' role is one of oversight rather than day-to-day management of the Fund. The Board is responsible for overseeing risk management, and the full Board regularly engages in discussions of risk management and receives compliance reports that inform its oversight of risk management from the Fund's and the Adviser's Chief Compliance Officer ("CCO") at quarterly meetings and on an ad hoc basis, when and if necessary. The Trust believes that the full Board of Trustees provides effective leadership that is in the best interests of the Fund and each shareholder.

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Both the Audit Committee and the Nominating Committee are comprised of the two Independent Trustees. The Audit Committee considers financial and reporting risk within its areas of responsibility. Generally, the Board believes that its oversight of material risks is adequately maintained through the compliance-reporting chain where the Chief Compliance Officer is the primary recipient and communicator of such risk-related information.

The Adviser reports to the Board of Trustees, on a regular and as-needed basis, on actual and possible risks affecting the Fund. The Adviser reports to the Board of Trustees on various elements of risk, including investment, credit, liquidity, valuation, operational, and compliance, as well as any overall business risks that could impact the Fund.

The Board of Trustees has appointed the CCO, who reports directly to the Board of Trustees and who participates in its regular meetings. In addition, the CCO presents an annual report to the Board of Trustees in accordance with the Trust’s compliance policies and procedures. The CCO, together with the Trust’s President, Treasurer, and Secretary, regularly discusses risk issues affecting the Fund during Board of Trustee meetings. The CCO also provides updates to the Board of Trustees on the operation of the Trust’s compliance policies and procedures and on how these procedures are designed to mitigate risk. Finally, the CCO and/or other officers of the Trust report to the Board of Trustees in the event that any material risk issues arise in between Board meetings.

**Trustee Qualification.**

Generally, the Trust believes that each Trustee is competent to serve because of their individual overall merits including: (i) experience, (ii) qualifications, (iii) attributes, and (iv) skills. Mr. Bynum has over 12 years of experience in investment management and possesses a strong understanding of the regulatory framework under which investment companies must operate. Mr. Ogburn has over 25 years of experience in the investment management and investment banking industries and possesses a strong understanding of the regulatory framework under which investment companies must operate. Mr. Rogers has practiced law for over 30 years and also possesses a strong understanding of the regulatory framework under which investment companies must operate. The Trust does not believe any one factor is determinative in assessing a Trustee’s qualifications, but that the collective experience of the individual Trustees makes them each qualified.

In accordance with the fund governance standards prescribed by the SEC under the 1940 Act, the Independent Trustees on the Nominating Committee select and nominate all candidates for Independent Trustee positions. Each Trustee was appointed to serve on the Board of Trustees because of his experience, qualifications, attributes, and/or skills as set forth above. The Board of Trustees reviews its leadership structure regularly. The Board of Trustees believes that the structure described above facilitates the orderly and efficient flow of information to the Trustees from the officers of the Trust, the Adviser, and other service providers, and facilitates the effective evaluation of the risks and other issues, including conflicts of interest that may impact the Fund. The Board of Trustees believes that the orderly and efficient flow of information and the ability of the Board of Trustees to bring each Trustee’s experience and skills to bear in overseeing the Trust’s operations is important given the characteristics and circumstances of the Trust. For these reasons, the Board of Trustees believes that its leadership structure is appropriate.

**CONTROL PERSONS AND SHAREHOLDERS OWNING IN EXCESS OF 5% OF FUND SHARES**

As of December 31, 2012, the following shareholder owned 5% or more of the outstanding shares of the Fund as listed below:

Name	Percentage Interest	Type of Ownership
Charles Schwab & Co., Inc. 101 Montgomery Street San Francisco, CA 94104	72.39%	Record

Shareholders owning more than 25% of the shares of the Fund are considered to “control” the Fund as that term is defined under the 1940 Act. Persons controlling the Fund can determine the outcome of any proposal submitted to the shareholders for approval, including changes to the Fund’s fundamental policies or the terms of the management agreement with the Adviser.

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## **PURCHASING AND REDEEMING SHARES**

Purchases and redemptions of the Fund's shares will be made at NAV. The Fund's per share NAV is computed on all days on which the New York Stock Exchange ("NYSE") is open for business and is based on closing prices of the Fund's portfolio securities as of the close of regular trading hours on the NYSE, currently 4:00 p.m., EST. In the event that the NYSE closes early, NAV will be determined based on prices prevailing as of the close of trading on the NYSE. For purposes of computing the NAV of a share of the Fund, securities traded on securities exchanges or in the over-the-counter market in which transaction prices are reported are valued at the last sales price at the time of valuation or, lacking any reported sales on that day, at the most recent bid quotations.

The Fund generally determines the total value of its shares by using closing market prices for the securities comprising its portfolio. Securities for which quotations are not available or deemed unreliable as well as restricted securities (and any other assets) are valued at a fair value as determined in good faith by the Adviser pursuant to the Fund's fair value pricing procedures, subject to the review and supervision of the Board.

The Adviser may use fair value pricing under circumstances that include, but are not limited to, the early closing of the exchange on which a security is traded or suspension of trading in the security. In addition, the Fund may use fair value pricing for securities traded in non-U.S. markets because, among other factors, foreign markets may be closed on days or times when U.S. markets are open and some markets may remain open after the Fund values its securities at 4:00 p.m., EST.

When the Fund holds securities traded in foreign markets that are open when U.S. markets are closed, significant events, including company specific developments or broad foreign market moves, may affect the value of foreign securities held by the Fund. Consequently, the Fund's NAV may be affected during a period when shareholders are unable to purchase or redeem their shares in the Fund. While fair value pricing may be more commonly used with foreign equity securities, it may also be used with thinly-traded domestic securities, debt securities, or other assets held by the Fund. Fair value pricing involves subjective judgments and it is possible that the fair value determined for a security is materially different than the value that could be realized upon the sale of that security.

The Fund's share price is calculated by subtracting its liabilities from the closing fair market value of its total assets and then dividing the result by the total number of shares outstanding on that day. Fund liabilities include accrued expenses and dividends payable, and its total assets include the market value of the portfolio securities as well as income accrued but not yet received. Since the Fund does not charge sales fees, the NAV is the offering price for shares of the Fund. The price per share for a purchase order or redemption request is the NAV next determined after receipt of the order.

The right of redemption may not be suspended or the date of payment upon redemption postponed for more than seven days after shares are tendered for redemption, except (i) for any period (x) during which the NYSE is closed (other than customary weekend and holiday closings) or (y) during which the SEC determines that trading thereon is restricted; (ii) for any period during which an emergency (as determined by the SEC) exists (x) as a result of which disposal by the Fund of securities owned by it is not reasonably practicable or (y) as a result of which it is not reasonably practicable for the Fund fairly to determine the value of its net assets; or (iii) for such other periods as the SEC may by order permit for the protection of security holders of the Fund.

## **PORTFOLIO TRANSACTIONS**

Decisions to buy and sell securities for the Fund are made by the Adviser. In placing purchase and sale orders for portfolio securities for the Fund, it is the policy of the Adviser to seek the best execution of orders at the most favorable price. In selecting brokers to effect portfolio transactions, the determination of what is expected to result in the best execution at the most favorable price involves a number of largely judgmental considerations. Among these are the Adviser's evaluation of the broker's efficiency in executing and clearing transactions, the rate of commission or the size of the broker-dealer's "spread," the size and difficulty of the order, the nature of the market for the security, operational capabilities of the broker-dealer, and research services provided. The Adviser will not take into account the sale of Fund shares or the receipt of products or services, other than brokerage or research services, when selecting brokers to execute portfolio transactions. For the fiscal years ended September 30, 2010, 2011, and 2012, the Fund paid \$8,728, \$12,068, and \$14,343 in brokerage commissions, respectively.

The Adviser may purchase or sell portfolio securities on behalf of the Fund in agency or principal transactions. In agency transactions, the Fund generally pays brokerage commissions. In principal transactions, the Fund generally does not pay commissions. However, the price paid for the security may include an undisclosed commission or "mark-up" or selling concessions. The Adviser normally purchases debt securities on a net basis from primary market makers acting as principals for the securities. The Adviser may purchase certain money market instruments directly from an issuer without paying commissions or discounts. Over-the-counter securities are generally purchased and sold directly with principal market makers who retain the difference in their cost in the security and its selling

price. In some instances, the Adviser feels that better prices are available from non-principal market makers who are paid commissions directly.

The Adviser may combine transaction orders placed on behalf of the Fund with orders placed on behalf of any other advisory client, including any partnership or private account where principals and employees of the Adviser have an interest, for the purposes of obtaining a more favorable transaction price or achieving fair and equitable allocations. If an aggregated trade is not completely filled, then the Adviser allocates the trade among the Fund and other advisory clients, as applicable, on a *pro rata* basis or such other allocation method that, in the opinion of the Adviser, will result in fairness to all participants. Exemptions to trade allocation policies are permitted on a case-by-case basis when judged by the Adviser to be fair and reasonable to the Fund and any other accounts involved. For example, allocation of investments among other advisory clients and the Fund may not be similar due to, among other reasons, differences in investment objectives, investment strategies and policies, investment restrictions, cash positions, timing, and/or asset size. Since the Fund's objective will differ at times from those of other advisory clients, it is possible the Fund may not participate in certain aggregated trades or may purchase or sell securities not owned by other advisory clients, and advisory clients may purchase or own securities not purchased or owned by the Fund.

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## CODE OF ETHICS

Pursuant to Section 17(j) of the 1940 Act and Rule 17j-1 thereunder, the Fund, the Adviser, and BHIL Distributors, Inc., the Fund's distributor, have adopted Codes of Ethics restricting personal securities trading by the officers, directors, trustees, and employees ("Access Persons") of these entities. These Codes are on public file, and are available from the Securities and Exchange Commission. While the Codes permit personal transactions by Access Persons in securities held or to be acquired by the Fund, the Codes prohibit and are designed to prevent fraudulent activity in connection with such personal transactions.

## ADMINISTRATOR

Effective April 30, 2012, U.S. Bancorp Fund Services, LLC, with principal offices at 615 East Michigan Street, Milwaukee, WI 53202, serves as administrator and fund accountant to the Fund ("USBFS" or the "Administrator"). As administrator, USBFS has agreed to: compile data for and prepare notices and semi-annual reports to the Securities and Exchange Commission; calculate the Fund's daily NAV; prepare any reports that are required by the securities, investment, tax, or other laws and regulations of the United States; prepare filings with state securities commissions; coordinate U.S. federal and state tax returns; monitor the Fund's expense accruals; monitor compliance with the Fund's investment policies and limitations; and generally assist in the Fund's operations.

For its services as Administrator, the Fund will pay USBFS an annual fee based on the average net assets of the Fund, subject to a minimum annual fee of \$36,000. For the fiscal period from April 30, 2012, through September 30, 2012, the Fund paid USBFS a total fee of \$18,375 for its administration services.

Prior to April 30, 2012 ALPS Fund Services, Inc. ("ALPS") with principal offices at 1290 Broadway, Suite 1100, Denver, CO 80203, served as the Fund's Administrator. For the fiscal period from October 1, 2011 through April 29, 2012, and for the fiscal years ending September 30, 2011 and 2010, the Fund paid ALPS \$89,785, \$155,000, and \$154,981, respectively for its administration and fund accounting services.

## DISTRIBUTOR

BHIL Distributors, Inc. ("BHIL" or the "Distributor"), with principal offices at 4041 N. High Street, Suite 402, Columbus, OH 43214, acts as the distributor of the Fund's shares pursuant to a Distribution Agreement with the Trust. Shares are sold on a continuous basis by BHIL as agent for the Fund, and BHIL has agreed to use its best efforts to solicit orders for the sale of Fund shares, although it is not obliged to sell any particular amount of shares. BHIL is registered as a broker-dealer with the Securities and Exchange Commission. BHIL did not retain any underwriting commissions during the fiscal year ended September 30, 2012.

The Distribution Agreement may be terminated by either party upon 60 days' prior written notice to the other party.

## TRANSFER AGENT

USBFS, pursuant to a Transfer Agency and Service Agreement, serves as transfer agent for the Fund. As transfer agent, USBFS has, among other things, agreed to: issue and redeem shares of the Fund; make dividend and other distributions to shareholders of the Fund; effect transfers of shares; mail communications to shareholders of the Fund, including account statements, confirmations, and dividend and distribution notices; facilitate the electronic delivery of shareholder statements and reports; and maintain shareholder accounts.

## CUSTODIAN

U.S. Bank N.A., 777 East Wisconsin Ave., Milwaukee, WI 53202 ("US Bank"), acts as custodian for the Fund. As such, US Bank N.A. holds all securities and cash of the Fund, delivers and receives payment for securities sold, receives and pays for securities purchased, collects income from investments and performs other duties, all as directed by officers of the Trust. US Bank N.A. does not exercise any supervisory function over management of the Fund, the purchase and sale of securities, or the payment of distributions to shareholders.

## INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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Cohen Fund Audit Services, Ltd., 1350 Euclid Ave., Suite 800, Cleveland, OH 44115, has been selected as independent registered public accounting firm for the fiscal year ending September 30, 2013.

## **L EGAL COUNSEL**

Alston & Bird, LLP, 950 F Street, N.W., Washington, DC 20004, has passed on certain matters relating to this registration statement and acts as counsel to the Trust.

## **TAX INF ORMATION**

The information set forth in the Prospectus and the following discussion relate solely to U.S. federal income tax law and assumes that the Fund qualifies to be taxed as a regulated investment company (as discussed below). Such information is only a general summary of certain key U.S. federal income tax considerations and is based on the Internal Revenue Code of 1986, as amended (the "Code"), the Federal Income Tax Regulations promulgated thereunder (the "Regulations"), administrative rulings and judicial decisions, all as of the date hereof, and all of which are subject to change (potentially with retroactive effect). No attempt has been made to present a complete explanation of the U.S. federal tax treatment of the Fund or its shareholders. Further, this summary does not discuss the impact of various proposals to amend the Code or the Regulations which could change certain of the federal income tax consequences of an investment in the Fund. The Fund has not sought a ruling from the Internal Revenue Service or any other federal, state, or local agency with respect to any tax issues potentially affecting the Fund, and the Fund has not obtained an opinion of counsel with respect to any of the federal income tax issues discussed herein. This summary also does not discuss all of the potential tax consequences that may be relevant to a particular investor or certain classes of investors subject to special treatment under the federal income tax laws, such as insurance companies, financial institutions, dealers and traders in securities, U.S. tax-exempt investors, or foreign investors. The following discussion of federal income tax consequences is for the general information of shareholders that are subject to tax. Shareholders that are IRAs or other qualified retirement plans are generally exempt from income taxation under the Code.

## **PROSPECTIVE INVESTORS SHOULD CONSULT THEIR INDEPENDENT TAX ADVISERS WITH RESPECT TO THE SPECIFIC TAX CONSEQUENCES OF BEING A SHAREHOLDER IN THE FUND, INCLUDING THE EFFECT AND APPLICABILITY OF U.S. FEDERAL, STATE, LOCAL, AND FOREIGN TAX LAWS TO THEIR OWN PARTICULAR SITUATIONS.**

**Qualification as a Regulated Investment Company.** The Fund intends to qualify as a regulated investment company ("RIC") under Subchapter M of the Code, so as to be relieved of U.S. federal income tax on its capital gains and net investment income currently distributed to its shareholders. To qualify as a RIC, the Fund must, among other requirements, derive at least 90% of its gross income from dividends; interest; payments with respect to securities loans; gains from the sale or other disposition of stock, securities, or foreign currencies; or other income derived with respect to its business of investing in such stock, securities, or foreign currencies and net income derived from interests in certain publicly traded partnerships.

If the Fund qualifies as a RIC and distributes at least 90% of its investment company taxable income (taxable interest, dividends, net short-term capital gains, and other taxable ordinary income, net of expenses), the Fund will not be subject to U.S. federal income tax on the investment company's taxable income and net capital gain (the excess of net long-term capital gains over net short-term capital losses) distributed. However, the Fund would be subject to corporate income tax on any undistributed income other than tax-exempt income from municipal securities. The Fund intends to distribute to shareholders, at least annually, substantially all net investment income and any net capital gain. Dividends from net investment income and distributions from any net realized capital gains are reinvested in additional shares of the Fund unless the shareholder has requested in writing to have them paid by check. As a RIC, the Fund must diversify its holdings so that, at the end of each fiscal quarter, (i) at least 50% of the market value of the Fund's assets is represented by cash, U.S. government securities and securities of other regulated investment companies, and other securities (for purposes of this calculation, generally limited in respect of any one issuer, to an amount not greater than 5% of the market value of the Fund's assets and 10% of the outstanding voting securities of such issuer) and (ii) not more than 25% of the value of its assets is invested in the securities of (other than U.S. government securities or the securities of other regulated investment companies) any one issuer, two or more issuers which the Fund controls and which are determined to be engaged in the same or similar trades or businesses, or the securities of certain publicly traded partnerships.

Under the Regulated Investment Company Modernization Act of 2010, if the Fund fails to satisfy these qualifying income and asset tests, and such failure was due to reasonable cause and not willful neglect, it may be permitted to "cure" such failures (and thereby not jeopardize its tax status as a regulated investment company) under certain circumstances. However, if for any tax year the Fund does not qualify as a RIC and does not meet the necessary cure provisions, all of its taxable income could be subject to tax at regular corporate rates without any deduction for dividends paid to shareholders, and the dividends will be taxable to shareholders as ordinary

dividends to the extent of the Fund's current and accumulated earnings and profits. Failure of the Fund to qualify as a RIC would thus have a negative impact on the Fund's income and performance. It is possible that the Fund may not qualify as a RIC in any given tax year.

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Excise Tax. The Fund intends to avoid the 4% U.S. federal excise tax that would otherwise apply to certain undistributed income for a given calendar year if it makes timely distributions to shareholders equal to the sum of (i) 98% of its ordinary income for such year, (ii) 98.2% of its realized capital gains net income for the twelve-month period ending on October 31 of such year, and (iii) any ordinary income or capital gain net income from the preceding calendar year that was not distributed during such year. For this purpose, income or gain retained by the Fund that is subject to corporate income tax will be considered to have been distributed by the Fund during such year. The Fund intends to make sufficient distributions to avoid liability for the excise tax. The Fund may decide, in the sole discretion of the Adviser, to liquidate portfolio investments to make sufficient distributions to avoid excise tax liability.

Taxation of the Non-Corporate Shareholders. Distributions of the Fund's investment company taxable income are taxable to you as ordinary income to the extent of the Fund's earnings and profits. A portion of the Fund's distributions may be treated as "qualified dividend income," which may be taxable through 2012 to individuals, trusts, and estates at lower U.S. federal tax rates. A distribution is treated as qualified dividend income to the extent that the Fund receives dividend income from taxable domestic corporations and certain qualified foreign corporations, provided that holding period and other requirements are met. To the extent the Fund's distributions are attributable to other sources, such as interest or capital gains, the distributions are not treated as qualified dividend income.

Distributions of the Fund's net short-term capital gains (from dispositions of securities held for one year or less at the time of sale or exchange) are taxable to you as ordinary income. Distributions of the Fund's net long-term capital gains are taxable to you as long-term capital gains (from dispositions of securities held for more than one year at the time of the sale or exchange).

Distributions that do not constitute ordinary income dividends or capital gain dividends will be treated as a return of capital. A return of capital distribution reduces your tax basis in the shares and is treated as gain from the sale of the shares to the extent your basis would be reduced below zero.

All distributions will be treated in the manner described above regardless of whether the distribution is paid in cash or reinvested in additional shares of the Fund.

Taxable distributions generally are included in a shareholder's gross income for the taxable year in which they are received. However, dividends declared in October, November, and December and made payable to shareholders of record in such month will be deemed to have been received on December 31<sup>st</sup> if paid by the Fund during the following January.

Distributions by the Fund will result in a reduction in the fair market value of the Fund's shares. Should a distribution reduce the fair market value below a shareholder's cost basis, such distribution would be taxable to the shareholder as ordinary income or as a long-term capital gain, even though, from an investment standpoint, it may constitute a partial return of capital. In particular, investors should be careful to consider the tax implications of buying shares of the Fund just prior to a distribution. The price of such shares includes the amount of any forthcoming distribution so that those investors may receive a return of investment upon distribution which will, nevertheless, be taxable to them.

A portion of the Fund's income may qualify for the dividends-received deduction available to corporate shareholders to the extent that the Fund's income is derived from qualifying dividends from domestic corporations (other than REITs). Because the Fund may earn other types of income, such as interest, income from securities loans, non-qualifying dividends, and short-term capital gains, the percentage of dividends from the Fund that qualifies for this deduction generally will be less than 100%. The Fund will notify corporate shareholders annually of the percentage of Fund dividends that qualifies for the dividends received deduction.

If a shareholder fails to furnish his social security or other taxpayer identification number or to certify properly that it is correct, the Fund may be required to withhold U.S. federal income tax (backup withholding) at the rate of 28% through 2012 (and scheduled to increase to 31% in 2013) from dividend, capital gain, and redemption payments to him. Dividend and capital gain payments may also be subject to backup withholding if the shareholder fails to certify properly that he is not subject to backup withholding due to the under-reporting of certain income. The Fund will send each shareholder a notice in January describing the tax status of dividends and capital gain distributions for the prior year.

In general, you will recognize a gain or loss on a sale or exchange of shares of the Fund in an amount equal to the difference between the amount of your net sales proceeds and your tax basis in the shares. All or a portion of any such loss may be disallowed if you purchase (for example, by reinvesting dividends) other shares of the Fund within 30 days before or after the sale or exchange. If disallowed, the loss will be reflected in an upward adjustment to the basis of the shares purchased. In general, any gain or loss will be capital gain or loss if you held your Fund shares as capital assets. Any capital gain or loss will be treated as long-term capital gain or loss if you held the Fund shares for more than one year at the time of the sale or exchange. Any capital loss arising from the sale or

exchange of shares held for one year or less is treated as a long-term capital loss to the extent of the amount of distributions of net capital gain received on such shares and is otherwise treated as short-term capital loss.

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Investment income received from sources within foreign countries, or capital gains earned by the Fund investing in securities of foreign issuers, may be subject to foreign income taxes withheld at the source. In this regard, withholding tax rates in countries with which the United States does not have a tax treaty are often as high as 35% or more. You will not be able to claim a credit for such taxes on your U.S. federal income tax return unless more than 50% of the value of our assets is attributable to foreign stocks and securities and we make an election to pass through foreign tax credits.

If the Fund acquires stock in certain foreign corporations that receive at least 75% of their annual gross income from passive sources (such as interest, dividends, rents, royalties, or capital gain) or hold at least 50% of their total assets in investments producing such passive income (“passive foreign investment companies”), the Fund could be subject to U.S. federal income tax and additional interest charges on “excess distributions” received from such companies or gain from the sale of stock in such companies, even if all income or gain actually received by the Fund is timely distributed to its shareholders.

Foreign exchange gains and losses realized by the Fund in connection with certain transactions involving non-dollar debt securities, certain foreign currency futures contracts, foreign currency option contracts, foreign currency forward contracts, foreign currencies, or payables or receivables denominated in a foreign currency are subject to Code provisions that generally treat such gains and losses as ordinary income and losses and may affect the amount, timing, and character of distributions to shareholders.

## **GENERAL INFORMATION**

The Fund does not issue share certificates. All shares are held in non-certificated form registered on the books of the Fund and the transfer agent for the account of the shareholder. Each share of a series represents an equal proportionate interest in the assets and liabilities belonging to that series with each other share of that series and is entitled to such dividends and distributions out of income belonging to the series as are declared by the Trustees. The shares do not have cumulative voting rights or any preemptive or conversion rights, and the Trustees have the authority from time to time to divide or combine the shares of any series into a greater or lesser number of shares of that series so long as the proportionate beneficial interest in the assets belonging to that series and the rights of shares of any other series are in no way affected. In case of any liquidation of a series, the holders of shares of the series being liquidated will be entitled to receive as a class a distribution out of the assets, net of the liabilities, belonging to that series. Expenses attributable to any series are borne by that series. Any general expenses of the Trust not readily identifiable as belonging to a particular series are allocated by or under the direction of the Trustees in such manner as the Trustees determine to be fair and equitable. No shareholder is liable to further calls or to assessment by the Trust without his or her express consent. The shares are redeemable and are freely transferable. All shares issued and sold by the Fund will be fully paid and nonassessable.

According to the law of Delaware under which the Trust is established, and the Trust’s Bylaws, the Trust is not required to hold an annual meeting of shareholders unless required to do so under the 1940 Act. Accordingly, the Trust will not hold annual shareholder meetings unless required to do so under the Act. Shareholders do have the right to call a meeting of shareholders for the purpose of voting to remove trustees. Any Trustee may be removed at any meeting of the Shareholders by a vote of at least 75% of the Fund’s outstanding common shares.

The Agreement and Declaration of Trust can be amended by the Trustees, except that any amendment that adversely affects the rights of shareholders must be approved by the shareholders affected. All shares of the Fund are subject to involuntary redemption if the Trustees determine to liquidate the Fund. An involuntary redemption will create a capital gain or a capital loss, which may have tax consequences about which you should consult your tax adviser.

## **PROXY VOTING POLICIES AND PROCEDURES**

The Board has approved proxy voting policies and procedures for the Trust. A copy of the Trust’s proxy voting policies and procedures is attached to this SAI as Appendix A. These procedures set forth guidelines and procedures for the voting of proxies relating to securities held by the Fund. Records of the Fund’s proxy voting records are maintained and are available for inspection. The Board is responsible for overseeing the implementation of the procedures. When applicable, information regarding how the Fund voted proxies relating to portfolio securities during the most recent 12-month period ended June 30 will be available (i) by calling Shareholder Services toll free at 1-877-839-COBY (2629); (ii) by writing to the Trust at c/o U.S. Bancorp Fund Services, LLC (“USBFS”), 615 East Michigan Street, Milwaukee, WI 53202; and/or (iii) on the SEC’s website at [www.sec.gov](http://www.sec.gov).

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## PERFORMANCE INFORMATION

From time to time the Fund may quote total return figures. "Total Return" for a period is the percentage change in value during the period of an investment in Fund shares, including the value of shares acquired through reinvestment of all dividends and capital gains distributions. "Average Annual Total Return" is the average annual compounded rate of change in value represented by the Total Return Percentage for the period.

Average Annual Total Return is computed as follows:  $P(1+T)^n = ERV$

Where: P = a hypothetical initial investment of \$1,000  
T = average annual total return  
n = number of years  
ERV = ending redeemable value of shares at the end of the period

The Fund's performance is a function of conditions in the securities markets, portfolio management, and operating expenses. Although information such as that shown above is useful in reviewing the Fund's performance and in providing some basis for comparison with other investment alternatives, it should not be used for comparison with other investments using different reinvestment assumptions or time periods.

In sales literature, the Fund's performance may be compared with that of market indices and other mutual funds. In addition to the above computations, the Fund might use comparative performance as computed in a ranking determined by Lipper Analytical Services, Morningstar, or that of another service.

## FINANCIAL STATEMENTS

The financial statements of the Fund as of and for the fiscal year ended September 30, 2012, are incorporated by reference to the Fund's 2012 Annual Report Filed with the SEC on December 6, 2012. Such report is incorporated herein by reference in reliance upon such report of Cohen Fund Audit Services, Ltd., independent registered public accounting firm, and on the authority of such firm as experts in auditing and accounting. Shareholders will receive a copy of the annual audited and unaudited semi-annual financial statements at no additional charge when requesting a copy of the SAI.

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## APPENDIX A

### COOK & BYNUM CAPITAL MANAGEMENT, LLC PROXY VOTING POLICY AND PROCEDURES

Under Rule 206(4) of the Investment Advisers Act of 1940, any adviser that exercises voting authority with respect to client securities must adopt proxy voting policies and procedures. Cook & Bynum Capital Management, LLC (the “**Firm**”) may exercise proxy voting authority for each fund of Cook & Bynum Funds Trust (the “**Trust**”) and all privately offered unregistered funds (“**Private Funds**”) managed by the Firm (the Trust and the Private Funds are referred to individually as a “**Client**,” and, collectively, as the “**Funds**”), as outlined in each Client’s offering document. In those cases that the Firm exercises proxy voting authority, the Firm has adopted the following Proxy Voting Policy and Procedures to ensure that Client proxies are voted in the best interest of the Clients’ accounts and are not affected by any material conflicts of interest within the Firm.

With respect to securities held in Client accounts, the Firm shall vote in the best interest of Clients without regard to the Firm’s interest. Generally, the Firm will support company managements which, in its opinion, have the intent and ability to maximize shareholder wealth over the long-term. Long-term shareholder value need not be sacrificed in favor of short-term gains. Proposals that diminish the rights of shareholders or diminish management or board accountability to the shareholders will typically be opposed. However, reasonable measures that provide the board or management with flexibility for negotiation during unsolicited takeover attempts might be supported provided that such measures do not deter every potential acquisition. Likewise, compensation plans that appear excessive relative to comparable companies’ compensation packages and/or appear unreasonable in light of the performance of the issuer will typically be opposed. Matters involving social issues or corporate responsibility will be evaluated principally based on their likely impact on the economic value of the issuer. On occasion, votes may be withheld for certain directors to show our disfavor with a company’s chief executive or particular directors. See “Pre-Determined Proxy Voting Policy.”

The Firm has adopted a variety of methods to ensure that proxy votes are not affected by conflicts of interest. In cases where the Firm votes securities in accordance with its pre-determined policy, the vote is insulated from potential conflicts of interest that the Firm may have. Only in those instances when the Firm determines that it is in the best interest of Clients to vote securities contrary to its pre-determined policy, does the potential for a conflict arise.

Conflicts of interest may arise when the Firm or an affiliate has a relationship with an issuer (*e.g.*, a routine relationship such as a checking account) whether the Firm has knowledge of the relationship or not. For purposes of the policy, a “material conflict of interest” is defined as a non-routine relationship between the issuer of a security and the Firm or an affiliate of which the Firm has actual knowledge that may affect the Firm’s judgment in voting securities in the best interest of Client accounts. Material conflicts may arise when the Firm or an affiliate serves as investment advisor or fiduciary for the issuer or when an affiliate has a significant relationship with the issuer.

In instances where the Firm has determined that it is not in the best interest of its Clients to follow the pre-determined policy, the Chief Compliance Officer of the Firm (the “**CCO**”) must approve any recommendations for votes. In the event that the Firm determines that there is a material conflict of interest with respect to the proxy vote, the conflict of interest and the Firm’s recommendation must be disclosed to the Client and, in the case of the Trust, consent or direction must be obtained from the Board of Trustees of the Trust. All votes in which the Firm has chosen to override the pre-determined policy will be reviewed on a quarterly basis by the CCO of the Firm. The CCO is responsible for maintaining the documentation regarding any vote recommendations or vote overrides.

The Firm will, at all times, make a best effort to vote all proxies in the best interest of shareholders of the Funds. However, there may be some instances in which the Firm will choose not to vote or may not be able to vote a proxy. Issues that may affect proxies for international securities include: extraordinary requirements such as share blocking or the requirement to vote the security in person.

Investors in the Funds (“**Investors**”) may contact the Firm to obtain a copy of the proxy voting policy. In addition, Investors may contact the Firm for information on how the proxies for the securities in their portfolio were voted. All such information will be mailed to Investors free of charge.

This policy will be reviewed and approved on an annual basis by the CCO of the Firm.

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## **Pre-Determined Proxy Voting Policy**

The Firm will vote in accordance with management recommendations on proposals except: (1) the Firm will oppose proposals that diminish rights of shareholders or diminish management or board accountability to shareholders; and (2) the Firm will oppose compensation plans that are excessive relative to comparable companies' compensation packages or appear unreasonable in light of the companies' performance.

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## PART C — OTHER INFORMATION

### Item 28. Financial Statements and Exhibits

- (a) Declaration of Trust — (1)
- (b) By-Laws — (1)
- (c) Instruments defining rights of Shareholders — None, See Declaration of Trust
- (d) (1) Amendment to the Investment Management Agreement — Filed Herewith  
(2) Amended and Restated Expense Limitation Agreement — Filed Herewith  
(3) Amendment to the Amended and Restated Expense Limitation Agreement — Filed Herewith
- (e) Distribution Agreement — Filed Herewith
- (f) Bonus or Profit Sharing Contracts — None
- (g) Custody Agreement — Filed Herewith
- (h) Other Material Contracts
  - (1) Transfer Agent Servicing Agreement — Filed Herewith
  - (2) Fund Administration Servicing Agreement – Filed Herewith
  - (3) Fund Accounting Servicing Agreement – Filed Herewith
  - (4) Chief Compliance Officer Services Agreement — (2)
- (i) Legal Opinion — Filed Herewith
- (j) (1) Consent of Independent Registered Public Accounting Firm — Filed Herewith  
(2) Consent of Alston & Bird LLP, Counsel for the Registrant — Filed Herewith
- (k) Omitted Financial statements — None
- (l) Initial Capital Agreements —
  - (1) J. Dowe Bynum – (2)
  - (2) Richard P. Cook – (2)
- (m) Rule 12b-1 Plan — None
- (n) Rule 18f-3 Plan — None
- (o) Reserved
- (p) Code of Ethics
  - (1) Registrant and Adviser’s Code of Ethics — (2)
  - (2) Distributor’s Code of Ethics — (2)
  - (3) Registrant and Adviser’s Code of Ethics — Filed herewith

(4) Distributor's Code of Ethics – Filed herewith

(q) Power of Attorney — Filed Herewith

(1) Incorporated by reference to the Registration Statement on Form N-1A previously filed on March 20, 2009.

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(2) Incorporated by reference to Pre-Effective Amendment No. 1 to the Registration Statement, previously filed on June 1, 2009.

#### Item 29. Persons Controlled by or Under Common Control With Registrant

There are no persons controlled by or under common control with the Fund.

#### Item 30. Indemnification

- (a) General. The Declaration of Trust (the “Declaration of Trust”) of the Trust provides that to the fullest extent permitted by Delaware and U.S. federal statutory and decisional law, as amended or interpreted, no Trustee or officer of this Trust shall be personally liable to the Trust or the holders of Shares, save only liability to the Trust or its Shareholders arising from bad faith, willful misfeasance, gross negligence, or reckless disregard for his duty to such Person; and, subject to the foregoing exception, all such Persons shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust.

Section 5.2 of the Declaration of Trust provides that the Trust shall indemnify each officer or Trustee of the Trust (each such person being an “indemnitee”) against any liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and reasonable counsel fees reasonably incurred by such indemnitee in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, before any court or administrative or investigative body in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while acting in any capacity set forth in Article V of the Declaration of Trust by reason of his having acted in any such capacity, except with respect to any matter as to which he shall not have acted in good faith in the reasonable belief that his action was in the best interest of the Trust or, in the case of any criminal proceeding, as to which he shall have had reasonable cause to believe that the conduct was unlawful.

- (b) Disabling Conduct. No Trustee or officer shall be protected against any liability to the Corporation or its shareholders if such trustee or officer would be subject to such liability by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of his position (such conduct hereinafter referred to as “Disabling Conduct”). The Declaration of Trust provides that no indemnification of a trustee or officer may be made unless: (1) there is a final decision on the merits by a court or other body before whom the Proceeding was brought that the trustee or officer to be indemnified was not liable by reason of Disabling Conduct; or (2) in the absence of such a decision, there is a reasonable determination, based upon a review of the facts, that the trustee or officer to be indemnified was not liable by reason of Disabling Conduct, which determination shall be made by: (i) the vote of a majority of a quorum of trustees who are neither “interested persons” of the Corporation as defined in Section 2(a) (19) of the Investment Company Act of 1940, nor parties to the Proceeding; or (ii) an independent legal counsel in a written opinion.
- (c) Advance Payment. The Fund may pay any expenses so incurred by any trustee or officer in defending a Proceeding in advance of the final disposition only if (i) the Trust receives a written affirmation by the indemnitee of the indemnitee’s good faith belief that the standards of conduct necessary for indemnification have been met and a written undertaking from such indemnitee to reimburse the Trust if it is subsequently determined that the indemnitee is not entitled to such indemnification, (ii) if a majority of the Trustees determine that the applicable standards of conduct necessary for indemnification appear to have been met, and (iii) at least one of the following conditions is met: (A) the indemnitee shall provide adequate security for his undertaking, (B) the Trust shall be insured against losses arising by reason of any lawful advances, or (C) a majority of a quorum of the Disinterested Non-Party Trustees, or if a majority vote of such quorum so direct, independent legal counsel in a written opinion, shall conclude, based on a review of readily available facts (as opposed to a full trial-type inquiry), that there is substantial reason to believe that the indemnitee ultimately will be found entitled to indemnification.
- (d) Insurance. To the fullest extent permitted by applicable law, the officers and Trustees shall be entitled and have the authority to purchase with Trust Property, insurance for liability and for all expenses reasonably incurred or paid or expected to be paid by a Trustee or officer in connection with any claim, action, suit, or proceeding in which such Person becomes involved by virtue of such Person’s capacity or former capacity with the Trust, whether or not the Trust would have the power to indemnify such Person against such liability.

#### Item 31. Business and Other Connections of Investment Adviser

Cook & Bynum Capital Management, LLC, 820 Shades Creek Parkway, Suite 2450, Birmingham, AL 35209, is a registered investment adviser. Additional information about the Adviser and its officers is incorporated by reference to the Statement of Additional Information filed herewith, and the Adviser's Form ADV, file number 801-69930. Neither the Adviser, nor its officers or directors, have engaged in another business of a substantial nature during the last two years.

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Item 32. Principal Underwriter

(a) BHIL Distributors, Inc., acts as Distributor/Underwriter for other open-end investment companies: Praxis Mutual Funds, Diamond Hill Funds, Advisers Investment Trust, the Cook & Bynum Fund, Boston Trust and the Walden Funds. The Distributor is registered with the Securities and Exchange Commission as a broker-dealer and is a member of the Financial Regulatory Authority or "FINRA". The Distributor has its main address at 4041 N. High Street, Suite 402, Columbus OH 43214.

(b) Officers and Directors.

<b>NAME</b>	<b>PRINCIPAL BUSINESS ADDRESS</b>	<b>POSITION WITH UNDERWRITER</b>	<b>POSITION WITH REGISTRANT</b>
Brenda J. Bitterman	4041 N. High Street Suite 402 Columbus, OH 43214	President	None
James F. Laird, Jr.	4041 N. High Street Suite 402 Columbus, OH 43214	Chief Financial Officer, Treasurer and Director	None
Dina A. Tantra	4041 N. High Street Suite 402 Columbus, OH 43214	Chief Compliance Officer, Secretary, General Counsel	None

(c) Not Applicable.

Item 33. Location of Accounts and Records

The books and records of the Fund are retained at the following locations:

- (a) Cook & Bynum Capital Management, LLC, 820 Shades Creek Parkway, Suite 2450, Birmingham, AL 35209 (records relating to its function as investment adviser for Registrant).
- (b) U.S. Bancorp Fund Services, LLC, 615 East Michigan Street, 3rd Floor, Milwaukee, Wisconsin 53202 (records relating to its functions as transfer agent, administrator, and fund accounting and servicing agent for Registrant).
- (c) BHIL Distributors, Inc., 4041 N. High Street, Suite 402, Columbus, OH 43214, (records relating to its functions as distributor for Registrant).
- (d) U.S. Bank N.A., 1555 N. River Center Drive, Suite 302, Milwaukee, Wisconsin 53212-3958 (records relating to its function as custodian for Registrant).

Item 34. Management Services

Not applicable

Item 35. Undertakings

Not applicable



## Exhibits

- (d)(1) Amendment to the Investment Management Agreement
  - (d)(2) Amended and Restated Expense Limitation Agreement
  - (d)(3) Amendment to the Amended and Restated Expense Limitation Agreement
  - (e) Distribution Agreement
  - (g) Custody Agreement
  - (h)(1) Transfer Agent Servicing Agreement
  - (h)(2) Fund Administration Servicing Agreement
  - (h)(3) Fund Accounting Servicing Agreement
  - (i) Legal Opinion
  - (j)(1) Consent of Independent Registered Public Accounting Firm - Filed Herewith
  - (j)(2) Consent of Alston & Bird, LLP, Counsel for the Registrant - Filed Herewith
  - (p)(3) Registrant and Adviser's Code of Ethics
  - (p)(4) Distributor's Code of Ethics
  - (q) Power of Attorney
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**AMENDMENT TO THE INVESTMENT MANAGEMENT AGREEMENT**

AMENDMENT dated as of November 13, 2012, to the INVESTMENT MANAGEMENT AGREEMENT dated May 26, 2009, between the COOK & BYNUM FUNDS TRUST, a Delaware business trust (the "Trust") on behalf of its The Cook & Bynum Fund (the "Fund"), and COOK & BYNUM CAPITAL MANAGEMENT, LLC, a Delaware limited liability company (the "Adviser").

**W I T N E S S E T H:**

WHEREAS, the Trust and the Adviser wish to amend the Investment Management Agreement dated as of May 26, 2009 to lower the advisory fee payable to the Adviser;

NOW, therefore, the parties agree as follows:

1. The first sentence of Section 3 shall be deleted and replaced by the following:

The Fund will pay to the Adviser as compensation for the Adviser's services rendered, for the facilities furnished and for the expenses borne by the Adviser pursuant to Section 1, a fee, computed and paid monthly at the annual rate of 1.49% of the Fund's average daily net asset value.

2. The foregoing amendment shall take effect as of the 1st day of January 2013.

3. In all other respects the Investment Management Agreement remains unchanged and of full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, this Amendment has been executed for and on behalf of the undersigned as of the day and year first above written.

COOK & BYNUM FUNDS TRUST

By:

\_\_\_\_\_  
Title: Trustee, Vice-President and Secretary

COOK & BYNUM CAPITAL MANAGEMENT, LLC

By: \_\_\_\_\_

Title: Principal

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## AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT

AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT, effective as of November 13, 2012 by and between Cook & Bynum Capital Management, LLC (the “Manager”) and The Cook & Bynum Funds Trust (the “Trust”), on behalf of each series of the Trust set forth in Schedule A attached hereto (each, a “Fund”, and collectively, the “Funds”).

WHEREAS, the Trust is a Delaware statutory trust organized under an Agreement and Declaration of Trust (“Declaration of Trust”), and is registered under the Investment Company Act of 1940, as amended (“1940 Act”), as an open-end management company of the series type, and each Fund is a series of the Trust;

WHEREAS, the Trust and the Manager have entered into an Investment Management Agreement dated May 26, 2009 as amended on November 13, 2012, (“Management Agreement”), pursuant to which the Manager provides investment management services to each Fund for compensation based on the value of the average daily net assets of each such Fund;

WHEREAS, the Fund and the Manager have determined that it is appropriate and in the best interests of each Fund and its shareholders to maintain the expenses of each Fund at a level below the level to which each such Fund would normally be subject in order to maintain each Fund's expense ratios at the Maximum Annual Operating Expense Limit (as hereinafter defined) specified for such Fund in Schedule A hereto; and

WHEREAS, this Expense Limitation Agreement amends and restates the previous Expense Limitation Agreement dated May 26, 2009 (the “Original Expense Limitation Agreement”) and amended and restated on January 26, 2011;

NOW THEREFORE, in consideration of the mutual promises of the parties and for other good and valuable consideration, the parties hereto hereby amend and restate in its entirety the Original Expense Limitation Agreement and otherwise agree as follows:

1. Expense Limitation.

1.1. Applicable Expense Limit. To the extent that the aggregate expenses of every character incurred by a Fund in any fiscal year, including but not limited to organizational costs and investment management fees of the Manager (but excluding interest, taxes, brokerage commissions, other extraordinary expenses not incurred in the ordinary course of such Fund's business) (“Fund Operating Expenses”), exceed the Maximum Annual Operating Expense Limit, as defined in Section 1.2 below, such excess amount (the “Excess Amount”) shall be the liability of the Manager.

1.2. Maximum Annual Operating Expense Limit. The Maximum Annual Operating Expense Limit with respect to each Fund shall be the amount specified in Schedule A based on a percentage of the average daily net assets of each Fund.

1.3. Method of Computation. To determine the Manager's liability with respect to the Excess Amount, each month the Fund Operating Expenses for each Fund shall be annualized as of the last day of the month. If the annualized Fund Operating Expenses for any month of a Fund exceed the Maximum Annual Operating Expense Limit of such Fund, the Manager shall first waive or reduce its investment management fee for such month by an amount sufficient to reduce the annualized Fund Operating Expenses to an amount no higher than the Maximum Annual Operating Expense Limit. If the amount of the waived or reduced investment management fee for any such month is insufficient to pay the Excess Amount, the Manager may also remit to the appropriate Fund or Funds an amount that, together with the waived or reduced investment management fee, is sufficient to pay such Excess Amount.

1.4. Year-End Adjustment. If necessary, on or before the last day of the first month of each fiscal year, an adjustment payment shall be made by the appropriate party in order that the amount of the investment management fees waived or reduced and other payments remitted by the Manager to the Fund or Funds with respect to the previous fiscal year shall equal the Excess Amount.

## 2. Reimbursement of Fee Waivers and Expense Reimbursements.

2.1. Reimbursement. If in any year in which the Management Agreement is still in effect, the estimated aggregate Fund Operating Expenses of such Fund for the fiscal year are less than the Maximum Annual Operating Expense Limit for that year, the Manager shall be entitled to reimbursement by such Fund, in whole or in part as provided below, of the investment management fees waived or reduced and other payments remitted by the Manager to such Fund pursuant to Section 1 hereof provided such reimbursement for that year has been approved by a majority of the Trustees of the Trust. The total amount of reimbursement to which the Manager may be entitled ("Reimbursement Amount") shall equal, at any time, the sum of all investment management fees previously waived or reduced by the Manager and all other payments remitted by the Manager to the Fund, pursuant to Section 1 hereof, during any of the previous three (3) fiscal years, less any reimbursement previously paid by such Fund to the Manager, pursuant to Section 2.2 hereof, with respect to such waivers, reductions, and payments. The Reimbursement Amount shall not include any additional charges or fees whatsoever, including, e.g., interest accruable on the Reimbursement Amount. To the extent any Excess Amount is not reimbursed to the Manager within the three fiscal years after it was incurred, such Excess Amount shall be waived permanently.

2.2. Method of Computation. To determine each Fund's accrual, if any, to reimburse the Manager for the Reimbursement Amount, each month the Fund Operating Expenses of each Fund shall be annualized as of the last day of the month. If the annualized Fund Operating Expenses of a Fund for any month are less than the Maximum Annual Operating Expense Limit of such Fund, such Fund, shall accrue into its net asset value an amount payable to the Manager sufficient to increase the annualized Fund Operating Expenses of that Fund to an amount no greater than the Maximum Annual Operating Expense Limit of that Fund, provided that such amount paid to the Manager will in no event exceed the total Reimbursement Amount. For accounting purposes, when the annualized Fund Operating Expenses of a Fund are below the Maximum Annual Operating Expense Limit, a liability will be accrued daily for these amounts.

2.3. Year-End Adjustment. If necessary, on or before the last day of the first month of each fiscal year, an adjustment payment shall be made by the appropriate party in order that the actual Fund Operating Expenses of a Fund for the prior fiscal year (including any reimbursement payments hereunder with respect to such fiscal year) do not exceed the Maximum Annual Operating Expense Limit.

2.4. Limitation of Liability. The Manager shall look only to the assets of the Fund for which it waived or reduced fees or remitted payments for reimbursement under this Agreement and for payment of any claim hereunder, and neither the Funds, nor any of the Trust's trustees, officers, employees, agents, or shareholders, whether past, present or future shall be personally liable therefor.

3. Term and Termination of Agreement.

This Agreement shall continue in effect with respect to all Funds until February 1, 2014 and shall thereafter continue in effect with respect to each Fund from year to year provided such continuance is specifically approved by both a majority of the Trustees of the Trust who (i) are not "interested persons" of the Trust or any other party to this Agreement, as defined in the 1940 Act, and (ii) have no direct or indirect financial interest in the operation of this Agreement ("Non-Interested Trustees") and the Manager. This Agreement shall terminate automatically upon the termination of the Management Agreement.

4. Miscellaneous.

4.1. Captions. The captions in this Agreement are included for convenience of reference only and in no other way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

4.2. Interpretation. Nothing herein contained shall be deemed to require the Trust or the Funds to take any action contrary to the Trust's Declaration of Trust, or any applicable statutory or regulatory requirement to which it is subject or by which it is bound, or to relieve or deprive the Trust's Board of Trustees of its responsibility for and control of the conduct of the affairs of the Trust or the Funds.

4.3. Definitions. Any question of interpretation of any term or provision of this Agreement, including but not limited to the investment management fee, the computations of net asset values, and the allocation of expenses, having a counterpart in or otherwise derived from the terms and provisions of the Management Agreement or the 1940 Act, shall have the same meaning as and be resolved by reference to such Management Agreement or the 1940 Act.

IN WITNESS WHEREOF, the parties have caused this Expense Limitation Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, as of the day and year first above written.

THE COOK & BYNUM  
FUNDS TRUST  
ON BEHALF OF EACH  
OF ITS FUNDS

By: /s/ Richard A.  
Cook

Richard A. Cook  
President

COOK & BYNUM  
CAPITAL  
MANAGEMENT, LLC

By: /s/ J. Dowe  
Bynum

J. Dowe Bynum  
Principal

**SCHEDULE A**  
**MAXIMUM ANNUAL OPERATING EXPENSE LIMITS**

This Agreement relates to the following Funds of The Cook & Bynum Funds Trust (the "Trust"):

<u>Name of Fund</u>	<u>Maximum Annual Operating Expense Limit</u>
The Cook & Bynum Fund	1.88%

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**AMENDMENT TO THE AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT**

AMENDMENT dated as of November 13, 2012, to the AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT (the "Agreement") dated November 13, 2012, by and between COOK & BYNUM CAPITAL MANAGEMENT, LLC (the "Manager") and THE COOK & BYNUM FUNDS TRUST (the "Trust"), on behalf of each series of the Trust set forth in Schedule A to the Agreement (each, a "Fund", and collectively, the "Funds").

**WITNESSETH:**

WHEREAS, the Trust and the Manager wish to amend the Agreement to lower the Maximum Annual Operating Expense Limit with respect to each Fund and to make certain additional changes;

NOW, therefore, the parties agree as follows:

Section 1.4: 1. The following sentence shall be added following the last sentence of

For purposes of any year-end adjustment pursuant to this Section 1.4, Excess Amount shall be calculated for all or any portion of the previous fiscal year based on the Maximum Annual Operating Expense Limit(s) for the Fund or Funds then in effect during the previous fiscal year or portions of the previous fiscal year, as applicable.

by the following: 2. Schedule A to the Agreement shall be deleted in its entirety and replaced

**SCHEDULE A**

**MAXIMUM ANNUAL OPERATING EXPENSE LIMITS**

This Agreement relates to the following Funds of The Cook & Bynum Funds Trust (the "Trust"):

<u>Name of Fund</u>	<u>Maximum Annual Operating Expense Limit</u>
The Cook & Bynum Fund	1.49%

2013. 3. The foregoing amendment shall take effect as of the 1<sup>st</sup> day of January  
and effect. 4. In all other respects the Agreement remains unchanged and of full force

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment has been executed for and on behalf of the undersigned as of the day and year first above written.

COOK & BYNUM  
FUNDS TRUST  
ON BEHALF OF  
EACH OF ITS FUNDS

By: /s/ J. Dowe  
Bynum  
Title: Trustee, Vice-  
President and Secretary

COOK & BYNUM  
CAPITAL  
MANAGEMENT, LLC

By: /s/Richard P.  
Cook  
Title: Principal

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## UNDERWRITING AGREEMENT

This Agreement made as of April 30, 2012 by and between **The Cook & Bynum Funds Trust** (the “Trust”), a Delaware business trust and an open-end registered investment company, **BHIL Distributors, Inc.**, an Ohio corporation (“Underwriter”) and Cook & Bynum Capital Management, LLC, an Alabama corporation (the “Investment Adviser”).

WHEREAS, the Trust is an open-end management investment company registered under the Investment Company Act of 1940, as amended (the “Act”); and

WHEREAS, Underwriter is a broker-dealer registered with the Securities and Exchange Commission (“SEC”) and a member of the Financial Industry Regulatory Authority (“FINRA”); and

WHEREAS, Investment Adviser is a registered investment adviser with the SEC; and

WHEREAS, the Trust and Underwriter are desirous of entering into an agreement providing for the distribution by Underwriter of shares of beneficial interest (the “Shares”) of each of those series of the Trust as reflected on Schedule A (the “Series”) and Investment Adviser is willing to pay Underwriter for its services provided under this Agreement;

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

1. Appointment.

(a) The Trust appoints Underwriter as its exclusive agent for the distribution of the Shares, and Underwriter hereby accepts such appointment under the terms of this Agreement. While this Agreement is in force, the Trust shall not sell any Shares except on the terms set forth in this Agreement. Notwithstanding any other provision hereof, the Trust may terminate, suspend or withdraw the offering of Shares whenever, in its sole discretion, it deems such action to be desirable.

(b) Underwriter may engage in such activities as the parties deem appropriate in connection with the promotion and sale of the Shares, including those activities listed on Schedule B attached hereto, which may be amended from time to time. Underwriter shall have no obligation to make any payments to any third parties, whether as financing of commissions, sales concessions or similar payments; finder’s fees; compensation; or otherwise, unless: (i) Underwriter has received a corresponding payment from the Trust as described in Section 7 of this Agreement, from the Trust’s investment adviser or from another source as may be permitted by applicable law, and (ii) such corresponding payment has been approved by the Trust’s Board of Trustees.

(c) In its capacity as distributor of the Shares, all activities of the Underwriter and its officers, agents, and employees shall comply with all applicable laws, rules and regulations, including, without limitation, the Act, all applicable rules and regulations promulgated by the SEC thereunder, and all applicable rules and regulations adopted by any securities association registered under the Securities Exchange Act of 1934. During the term of this Agreement, Underwriter shall maintain its legal status as a distributor and shall comply with all applicable laws, rules and regulations, including those of FINRA applicable to it. Underwriter shall review written advertisements and sales literature for compliance with FINRA requirements.

2. Sale and Repurchase of Shares.

(a) Underwriter will have the right, as agent for the Trust, to enter into dealer agreements with responsible financial intermediaries, and to sell Shares to such financial intermediaries against orders therefore at the public offering price (as defined in subparagraph 2(d) hereof) stated in the Trust's effective Registration Statement on Form N-1A under the Securities Act of 1933, as amended, including the then-current prospectus, summary prospectus, if applicable, and statement of additional information (the "Registration Statement"). Upon receipt of an order to purchase Shares from a dealer with whom Underwriter has a dealer agreement, Underwriter will promptly cause such order to be filled by the Trust.

(b) Underwriter will also have the right, as an agent for the Trust, to sell such Shares to the public against orders thereof at the public offering price.

(c) Underwriter will also have the right to take, as agent for the Trust, all actions which, in Underwriter's judgment, are necessary to carry into effect the distribution of the Shares.

(d) The public offering price for the Shares of each Series shall be the respective net asset value of the Shares of the Series then in effect, plus any applicable sales charge determined in the manner set forth in the Registration Statement or as permitted by the Act and the rules and regulations of the SEC promulgated thereunder. In no event shall any applicable sales charge exceed the maximum sales charge permitted by FINRA Rules.

(e) The net asset value of the Shares of each Series shall be determined in the manner provided in the Registration Statement, and when determined shall be applicable to transactions as provided for in the Registration Statement. The net asset value of the Shares of each Series shall be calculated by the Trust or by another entity on behalf of the Trust. Underwriter shall have no duty to inquire into or liability for the accuracy of the net asset value per share as calculated.

(f) On every sale, the Trust shall receive the applicable net asset value of the Shares promptly, but in no event later than the third business day following the date on which Underwriter shall have received an order for the purchase of the Shares.

(g) Upon receipt of purchase instructions, Underwriter will transmit such instructions to the Trust or its transfer agent for registration of the Shares purchased.

(h) Nothing in this Agreement shall prevent Underwriter or any affiliated person (as defined in the Act) of Underwriter from acting as underwriter or distributor for any other person, firm or corporation (including other investment companies) or in any way limit or restrict Underwriter or any such affiliated person from buying, selling or trading any securities for its or their own accounts or for the accounts of others for whom it or they may be acting; provided, however, that Underwriter expressly represents that it will undertake no activities which, in its judgment, will adversely affect the performance of its obligations to the Trust under this Agreement.

(i) Underwriter, as agent of and for the account of the Trust, may repurchase the Shares at such prices and upon such terms and conditions as shall be specified in the Registration Statement.

### 3. Sale of Shares by the Trust.

The Trust reserves the right to issue any Shares at any time directly to the holders of the Shares (“Shareholders”), to sell Shares to its Shareholders or to any other persons at not less than net asset value and to issue Shares in exchange for substantially all the assets of any corporation or trust or for the shares of any corporation or trust.

### 4. Basis of Sale of Shares.

Underwriter does not agree to sell any specific number of Shares. Underwriter, as agent for the Trust, undertakes to sell Shares on a best-efforts basis only against orders therefore.

### 5. FINRA Rules, etc.

(a) Underwriter will conform to FINRA Rules and the securities laws of any jurisdiction in which it sells, directly or indirectly, any Shares.

(b) Underwriter will require each dealer with whom Underwriter has a dealer agreement to conform to the applicable provisions hereof and the Registration Statement with respect to the public offering price of the Shares, and neither Underwriter nor any such dealers shall withhold the placing of purchase orders so as to make a profit thereby.

(c) Underwriter agrees to furnish to the Trust sufficient copies of any agreements, plans or other materials it intends to use in connection with any sales of Shares in adequate time for the Trust to file them with the proper authorities.

(d) Underwriter, at its own expense, will qualify as a dealer or broker, or otherwise, under all applicable state and federal laws required in order that Shares may be sold in such States as may be mutually agreed upon by the parties.

(e) Underwriter shall not make, or permit any representative, broker or dealer to make, in connection with any sale or solicitation of a sale of the Shares, any representations concerning the Shares except those contained in the Registration Statement covering the Shares and in printed information covering the Shares approved by the Trust as information supplemental to such Registration Statement. Copies of the then-current prospectus, summary prospectus and statement of additional information and any such printed supplemental information will be supplied by the Trust or its designee to Underwriter in reasonable quantities upon request in either electronic or paper format as mutually agreed upon.

(f) Trust agrees to use its best efforts to maintain its registration as a diversified open-end management investment company under the Act, to register and maintain registration of its Shares under the Securities Act of 1933, to qualify such Shares with the appropriate states and to comply with applicable laws, rules and regulations applicable to it.

(g) Trust and Investment Adviser acknowledge that Underwriter is a wholly-owned subsidiary of a publicly-held company, as described in Schedule C, and agrees to abide by the requirements of Rule 12d3-1 of the Act prohibiting Trust from acquiring shares of the Underwriter or its affiliates.

6. Records and Documents to be Supplied by Trust.

The Trust shall furnish to Underwriter copies of all information, financial statements and other documents which Underwriter may reasonably request for use in connection with the distribution of the Shares, and this shall include, but shall not be limited to, one copy, upon request by Underwriter, of all financial statements prepared for the Trust by independent public accountants.

7. Fees and Expenses.

For performing its services under this Agreement, Underwriter will receive an annual fee, paid monthly, as applicable, either through front-end sales load, 12b-1 fees or fees paid from the Investment Adviser pursuant to Schedule D.

The Trust or Investment Adviser shall promptly reimburse Underwriter for any expenses which are to be paid by the Trust in accordance with the following paragraph. In the performance of its obligations under this Agreement, Underwriter will pay only the costs incurred in qualifying as a broker or dealer under state and federal laws and in establishing and maintaining its relationships with the dealers selling the Shares. All other costs in connection with the offering of the Shares will be paid in accordance with agreements between the Trust, Underwriter, Investment Adviser and/or the Trust's Administrator as permitted by applicable law, including the Act and rules and regulations promulgated thereunder. These cost include, but are not limited to, licensing fees, filing fees, travel and such others expenses as may be incurred by Underwriter on behalf of the Trust.

8. Indemnification of the Trust and Investment Adviser.

Underwriter agrees to indemnify and hold harmless the Trust, Investment Adviser and each person who has been, is, or may hereafter be a trustee, director, officer, employee, shareholder or control person of the Trust ("Trust/Investment Adviser Indemnitees") against any loss, damage or expense (including the reasonable costs of investigating or defending any claim, action, suit or proceeding and any reasonable counsel fees) reasonably incurred by Trust/Investment Adviser Indemnitees in connection with any claim or in connection with any action, suit or proceeding ("Claims") to which any of them may be a party, which arises out of or is alleged to arise out of or is based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Trust-related advertisement or sales literature, or upon the omission or alleged omission to state a material fact in such materials necessary to make the statements therein not misleading, which untrue statement, alleged untrue statement, omission, or alleged omission, was furnished in writing, or omitted from the relevant writing furnished, as the case may be, to the Trust by the Underwriter or any agent or employee of Underwriter or any other person for whose acts Underwriter is responsible, for use in the Registration Statement or in corresponding statements made in any advertisement or sales literature, unless such statement or omission was made in reliance upon written information furnished by the Trust; (b) the willful misfeasance, bad faith or negligence of the Underwriter in the performance of its obligations under this Agreement, or the Underwriter's reckless disregard of its obligations under this Agreement; (c) the Underwriter's failure to comply with laws, rules and regulations applicable to it in connection with its activities hereunder; (d) Underwriter's failure to exercise reasonable care and diligence with respect to its services, if any, rendered in connection with investment, reinvestment, automatic withdrawal and other plans for Shares; or , (e) the material breach by Underwriter of any provision of this Agreement; provided, however, that the Underwriter's agreement to indemnify the Trust/Investment Adviser Indemnitees pursuant to this Paragraph 8 shall not be construed to cover any Claims (A) arising out of or based upon the willful misfeasance, bad faith or negligence of the Trust in the performance of its obligations under this Agreement or the Trust's or Investment Adviser's reckless disregard of its obligations under this Agreement; or (B) arising out of or based upon the Trust's or Investment Adviser's failure to comply with laws, rules and regulations applicable to it in connection with its activities hereunder. The term "expenses" for purposes of Paragraphs 8 and 9 includes amounts paid in satisfaction of judgments or in settlements which are made with the indemnifying party's consent. The foregoing rights of indemnification shall be in addition to any other rights to which the Trust, the Investment Adviser or each such person may be entitled as a matter of law.

In the event of a Claim for which the Trust/Investment Adviser Indemnitees may be entitled to indemnification hereunder, the Trust or Investment Adviser shall fully and promptly advise the Underwriter in writing of all pertinent facts concerning such Claim, but failure to do so in good faith shall not affect the Underwriter's indemnification obligations under this Agreement except to the extent that the Underwriter is materially prejudiced thereby. The Underwriter will be entitled to assume the defense of any suit brought to enforce any such Claim if such defense shall be conducted by counsel of good standing chosen by the Underwriter and approved by the Trust or Investment Adviser, which approval shall not be unreasonably withheld. In the event any such suit is not based solely on an alleged untrue statement, omission, or wrongful act on the Underwriter's part, the Trust or Investment Adviser shall have the right to participate in the defense. In the event the Underwriter elects to assume the defense of any such suit and retain counsel of good standing so approved by the Trust or Investment Adviser, the Trust/Investment Adviser Indemnitees in such suit shall bear the fees and expenses of any additional counsel retained by any of them, but in any case where the Underwriter does not elect to assume the defense of any such suit or in case the Trust or Investment Adviser reasonably withholds approval of counsel chosen by the Underwriter, the Underwriter will reimburse the Trust/Investment Adviser Indemnitees named as defendants in such suit, for the reasonable fees and expenses of any counsel retained by them to the extent related to a Claim covered under this Paragraph 8. The Underwriter's indemnification agreement contained in this Paragraph 8 shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Trust/Investment Adviser Indemnitees, and shall survive the delivery of any Shares.

#### 9. Indemnification of Underwriter

The Trust and Investment Adviser agree to indemnify and hold harmless each person who has been, is, or may hereafter be a director, officer, employee, shareholder or control person of Underwriter ("Underwriter Indemnitees") against any loss, damage or expense (including the reasonable costs of investigating or defending any claim, action, suit or proceeding and any reasonable counsel fees) reasonably incurred by Underwriter Indemnitees in connection with any claim or in connection with any action, suit or proceeding ("Claims") to which any of them may be a party, which arises out of or is alleged to arise out of or is based upon: (a) the Underwriter acting as distributor of the Trust and each Series; (b) the Underwriter or any subsidiary or affiliate of the Underwriter acting as a member of the National Securities Clearing Corporation (or any successor or other entity performing similar functions) ("NSCC") and performing transaction on behalf of the Trust (including but not limited to payments made by Underwriter on behalf of the Trust or "as of" transactions authorized by the Trust); (c) the Underwriter or any subsidiary or affiliate of the Underwriter entering into selling agreements, dealer agreements, participation agreements, NSCC Trust SERV or Networking agreements or similar agreements (collectively, "Dealer Agreements") with financial intermediaries on behalf of the Trust; (d) any of the following: (i) any untrue statement, or alleged untrue statement, of a material fact contained in any Registration Statement, (ii) any omission, or alleged omission, to state a material fact required to be stated in any Registration Statement or necessary to make the statements therein not misleading, or (iii) any untrue statement, or alleged untrue statement, of a material fact in any Trust-related advertisement or sales literature, or any omission, or alleged omission, to state a material fact required to be stated therein to make the statements therein not misleading, in either case notwithstanding the exercise of reasonable care in the preparation or review thereof by the Underwriter; (e) the material breach by the Trust or Investment Adviser of any provision of this Agreement; provided, however, that the Trust and Investment Adviser's agreement to indemnify the Underwriter Indemnitees pursuant to this Paragraph 9 shall not be construed to cover any Claims (A) pursuant to subsection (d) above to the extent such untrue statement, alleged untrue statement, omission, or alleged omission, was furnished in writing, or omitted from the relevant writing furnished, as the case may be, to the Trust or Investment Adviser by the Underwriter for use in the Registration Statement or in corresponding statements made in the prospectus, advertisement or sales literature; (B) arising out of or based upon the willful misfeasance, bad faith or negligence, including clerical errors and mechanical failures, on the part of any of such persons in the performance of Underwriter's duties or from the reckless disregard by any of such persons of Underwriter's obligations and duties under this Agreement, or (C) arising out of or based upon the Underwriter's failure to comply with laws, rules and regulations applicable to it in connection with its activities hereunder, for all of which exceptions Underwriter shall be liable to the Trust and Investment Adviser.

In the event of a Claim for which the Underwriter Indemnitees may be entitled to indemnification hereunder, the Underwriter shall fully and promptly advise the Trust and Investment Adviser in writing of all pertinent facts concerning such Claim, but failure to do so in good faith shall not affect the Trust and Investment Adviser's indemnification obligations under this Agreement except to the extent that the Trust and Investment Adviser are materially prejudiced thereby. The Trust and Investment Adviser will be entitled to assume the defense of any suit brought to enforce any such Claim if such defense shall be conducted by counsel of good standing chosen by the Trust and Investment Adviser and approved by the Underwriter, which approval shall not be unreasonably withheld. In the event any such suit is not based solely on an alleged untrue statement, omission, or wrongful act on the Trust and Investment Adviser's part, the Underwriter shall have the right to participate in the defense. In the event the Trust and Investment Adviser elect to assume the defense of any such suit and retain counsel of good standing so approved by the Underwriter, the Underwriter Indemnitees in such suit shall bear the fees and expenses of any additional counsel retained by any of them, but in any case where the Trust and Investment Adviser do not elect to assume the defense of any such suit or in case the Underwriter reasonably withholds approval of counsel chosen by the Trust and Investment Adviser, the Trust and Investment Adviser will reimburse the Underwriter Indemnitees named as defendants in such suit, for the reasonable fees and expenses of any counsel retained by them to the extent related to a Claim covered under this Paragraph 9. The Trust and Investment Adviser's indemnification agreement contained in this Paragraph 9 shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter Indemnitees, and shall survive the delivery of any Shares.

10. Termination and Amendment of this Agreement.

This Agreement shall automatically terminate, without payment of any penalty, in the event of its assignment. This Agreement may be amended only if such amendment is approved (i) by Underwriter and (ii) either by action of the Board of Trustees of the Trust, including a majority of the Trustees of the Trust who are not “interested persons” of the Trust or of Underwriter as that term is defined in the Investment Company Act of 1940 (“Independent Trustees”) or by the affirmative vote of a majority of the outstanding Shares of the Trust and (iii) by the Investment Adviser.

This Agreement may be terminated at any time, without the payment of any penalty, as to each Fund (i) by vote of majority of the Independent Trustees or (ii) by vote of a majority (as defined in the 1940 Act) of the outstanding voting securities of the Fund, on at least sixty (60) days’ prior written notice to the other parties. In addition, this Agreement may be terminated at any time by the Underwriter or Investment Adviser upon at least sixty (60) days prior written notice to the other parties.

11. Effective Period of this Agreement.

This Agreement shall take effect upon its execution and shall remain in full force and effect for an initial two (2) year-period from the date of this Agreement (unless terminated automatically as set forth in Paragraph 10), and from year to year thereafter, subject to annual approval (i) by a majority of the Board of Trustees of the Trust, including a majority of the Independent Trustees cast in person at a meeting called for the purpose of voting on such renewal or (ii) by a vote of a majority of the outstanding Shares of the Trust.

12. New Series

The terms and provisions of this Agreement shall become automatically applicable to any additional series of the Trust established during the initial or renewal term of this Agreement, as outlined on Schedule A.

13. Successor Investment Trust.

Unless this Agreement has been terminated in accordance with Paragraph 10, the terms and provision of this Agreement shall become automatically applicable to any investment company which is a successor to the Trust as a result of reorganization, recapitalization or change of domicile.

14. Anti-Money Laundering Compliance.

(a) The Underwriter and the Trust each acknowledges that it is a financial institution subject to the USA Patriot Act of 2001 and the Bank Secrecy Act (collectively, the “AML Acts”), which require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Each represents and warrants to the other that it is in compliance with and will continue to comply with the AML Acts and applicable regulations in all relevant respects. The Underwriter shall also provide written notice to each person or entity with which it entered an agreement prior to the date hereof with respect to sale of the Trust’s Shares, such notice informing such person of anti-money laundering compliance obligations applicable to financial institutions under applicable laws and, consequently, under applicable contractual provisions requiring compliance with laws.

(b) The Underwriter shall include specific contractual provisions regarding anti-money laundering compliance obligations in agreements entered into by the Underwriter with any dealer that is authorized to effect transactions in Shares of the Trust.

(c) Each of Underwriter and the Trust agrees that it will take such further steps, and cooperate with the other as may be reasonably necessary, to facilitate compliance with the AML Acts, including but not limited to the provision of copies of its written procedures, policies and controls related thereto (“AML Operations”). Underwriter undertakes that it will grant to the Trust, the Trust’s Anti-Money Laundering Officer and regulatory agencies, reasonable access to copies of Underwriter’s AML Operations, books and records pertaining to the Trust only. It is expressly understood and agreed that the Trust and the Trust’s compliance officer shall have no access to any of Underwriter’s AML Operations, books or records pertaining to other clients of Underwriter.

15. Limitation of Liability.

It is expressly agreed that the obligation of the Trust hereunder shall not be binding upon any of the Trustees, shareholders, nominees, officers, agents or employees of the Trust, personally, but bind only the trust property of the Trust. The execution and delivery of this Agreement have been authorized by the Trustees of the Trust and signed by an officer of the Trust, acting as such, and neither such authorization by such Trustees nor such execution and delivery by such officer shall be deemed to have been made by any of them individually or to impose any liability on any of them personally, but shall bind only the trust property of the Trust.

16. Severability.

In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

17. Questions of Interpretation.

(a) This Agreement shall be governed by the laws of the State of Ohio.

(b) Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the Act shall be resolved by reference to such term or provision of the Act and to interpretation thereof, if any, by the United States courts or in the absence of any controlling decision of any such court, by rules, regulations or orders of the Securities and Exchange Commission issued pursuant to said Act. In addition, where the effect of a requirement of the Act, reflected in any provision of this Agreement is revised by rule, regulation or order of the SEC, such provision shall be deemed to incorporate the effect of such rule, regulation or order.

18. Notices.

Any notices under this Agreement shall be in writing, addressed and delivered or mailed postage paid to the other party at such address as such other party may designate for the receipt of such notice. Until further notice to the other party, it is agreed that the address of the Trust and Investment Adviser for this purpose shall be the address listed on the signature block below and that the address of Underwriter for this purpose shall be 4041 N. High Street, Suite 402, Columbus, OH 43214.

19. Privacy and Confidentiality

Each party hereto agrees that any Nonpublic Personal Information, as the term is defined in Securities and Exchange Commission Regulation S-P (“Reg. S-P”), that may be disclosed by a party hereunder to the other party hereunder is disclosed for the specific purpose of permitting the other party to perform the services set forth in this Agreement, and contemplates that such information may be disclosed to and from the Trust’s designees pursuant to terms of written agreements and, as permitted, under agreements with dealers who have a written agreement with Underwriter as well; provided however that the parties represent that any such written agreements contain specific representations about safeguards and compliance policies and procedures implemented under Reg S-P. Each party agrees that, with respect to such information, it will comply with Reg. S-P and any other applicable regulations and that it will not disclose any Non-Public Personal Information received in connection with this Agreement to any other party, except to the extent required to carry out the services set forth in this Agreement or as otherwise permitted by law. This section shall survive the termination of this Agreement.

20. Counterparts.

This Agreement may be executed in one or more counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trust, Investment Adviser and Underwriter have each caused this Agreement to be signed in duplicate on their behalf, all as of the day and year first above written.

**The Cook & Bynum Funds Trust**

\_\_\_\_\_  
Name:  
Title:  
Trust Address:  
\_\_\_\_\_  
\_\_\_\_\_

**BHIL Distributors, Inc.**

\_\_\_\_\_  
Name: Scott A. Englehart  
Title: President

**Cook & Bynum Capital Management, LLC**

\_\_\_\_\_  
Name:  
Title:  
Investment Adviser Address:  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule A

### **List of Funds**

This Schedule A shall apply to the Shares of the Funds in the Trust as listed below and any other series that may be started in the future, as reflected by amendment to this list:

Cook & Bynum Fund

Effective as of: April 30, 2012

## Schedule B

In exchange for the fees described in Paragraph 7, Underwriter shall perform the following services:

1. Solicit and deliver orders for sale of Shares;
2. Undertake advertising and promotion of Shares as it believes reasonable in connection with solicitation of Shares;
3. Compensate dealers for activities described under the Dealer Agreement to sell Shares.

## Schedule C

### Corporate Structure

As referenced in Section 5 (g), Underwriter, BHIL Distributors, Inc., is a wholly-owned subsidiary of Diamond Hill Investment Group, Inc. Diamond Hill Investment Group, Inc. is a public company trading under the NASDAQ symbol DHIL and may be included in certain market capitalization-based equity indices used to track the stock market. For more information on Diamond Hill, visit [www.diamond-hill.com](http://www.diamond-hill.com).

Trust and Investment Adviser acknowledge that Underwriter is a wholly-owned subsidiary of a publicly-held company, as described in Schedule B, and agrees to abide by the requirements of Rule 12d3-1 of the Act prohibiting Trust from acquiring shares of the Underwriter or its affiliates.

Acknowledgement by Trust:

\_\_\_\_\_  
Name:

Title:

Acknowledgement by Investment Adviser:

\_\_\_\_\_  
Name:

Title:

As of the Effective Date of the Agreement

**Schedule D**  
(Effective April 30, 2012)

This Schedule D shall apply to the Shares of the Funds in the Trust and any other series that may be started in the future as outlined on Schedule A and amended from time to time.

Fees to be paid to BHIL:

■	Distributor & Statutory Underwriter Fees:	
■	Annual Base Fee:	\$15,000
■	Variable Expenses	
	No charge to transition existing Dealer Agreements	
	Dealer Agreement Set-up	\$100/Agreement
	Sales Literature Review	\$ 75/ Item Reviewed
	Annual web review	\$500/year
	Monthly web maintenance fee	\$50/unlimited material changes*

\*If entire re-design of web or significant portion of website, price will be negotiated.

\*If new web material (i.e., brochure), such material would be submitted as a regular hard copy piece for review at \$75.

■ Additional Funds applied after effective date of this schedule will trigger good faith negotiation of additional fees.

■ Out of Pocket Expenses:  
Printing & Postage, Bank Charges, FINRA, federal, state and other Regulatory Registrations, Filings and Related Fees (including rep. licensing, sales literature and financial/gross income expenses), Travel to Client Board Meetings, NSCC Fees, Record Retention and reasonable allocation of judgments, fines or reasonable costs incurred by Underwriter for investigations, litigation or remediation attributable to actions taken by Trust or its agents in contravention of applicable laws, regulatory requirements or internal policies.

The fees shall be paid in monthly installments within fifteen days of receipt of invoice.

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## CUSTODY AGREEMENT

THIS AGREEMENT is made and entered into as of this 2<sup>nd</sup> day of May, 2012, by and between **COOK & BYNUM FUNDS TRUST**, a Delaware trust (the “Trust”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America (the “Custodian”).

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended (the “1940 Act”), as an open-end management investment company, and is authorized to issue shares of beneficial interest in separate series, with each such series representing interests in a separate portfolio of securities and other assets;

WHEREAS, the Custodian is a bank meeting the requirements prescribed in Section 26(a)(1) of the 1940 Act; and

WHEREAS, the Trust desires to retain the Custodian to act as custodian of the cash and securities of each series of the Trust listed on Exhibit B hereto (as amended from time to time) (each a “Fund” and collectively, the “Funds”); and

WHEREAS, the Board of Trustees of the Trust has delegated to the Custodian the responsibilities set forth in Rule 17f-5(c) under the 1940 Act and the Custodian is willing to undertake the responsibilities and serve as the foreign custody manager for the Trust.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

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

1.01 “Authorized Person” means any Officer or person who has been designated as such by written notice and named in Exhibit A and delivered to the Custodian by the Trust, or if the Trust has notified the Custodian in writing that it has an authorized investment manager or other agent, delivered to the Custodian by the Trust’s investment advisor or other agent. Such Officer or person shall continue to be an Authorized Person until such time as the Custodian receives Written Instructions from the Trust or the Trust’s investment advisor or other agent that any such person is no longer an Authorized Person.

1.02 “Board of Trustees” shall mean the trustees from time to time serving under the Trust’s declaration of trust, as amended from time to time.

1.03 “Book-Entry System” shall mean a federal book-entry system as provided in Subpart O of Treasury Circular No. 300, 31 CFR 306, in Subpart B of 31 CFR Part 350, or in such book-entry regulations of federal agencies as are substantially in the form of such Subpart O.

1.04 “Business Day” shall mean any day recognized as a settlement day by The New York Stock Exchange, Inc. and any other day for which the Trust computes the net asset value of Shares of the Fund.

1.05 “Eligible Foreign Custodian” has the meaning set forth in Rule 17f-5(a)(1), including a majority-owned or indirect subsidiary of a U.S. Bank (as defined in Rule 17f-5), a bank holding company meeting the requirements of an Eligible Foreign Custodian (as set forth in Rule 17f-5 or by other appropriate action of the SEC), or a foreign branch of a Bank (as defined in Section 2(a)(5) of the 1940 Act) meeting the requirements of a custodian under Section 17(f) of the 1940 Act; the term does not include any Eligible Securities Depository.

1.06 “Eligible Securities Depository” has the meaning set forth in Rule 17f-7(b)(1) under the 1940 Act.

1.07 “Foreign Securities” means any investments of a Fund (including foreign currencies) for which the primary market is outside the United States and such cash and cash equivalents as are reasonably necessary to effect such Fund’s transactions in such investments.

1.08 “Fund Custody Account” shall mean any of the accounts in the name of the Trust, which is provided for in Section 3.2 below.

1.09 “IRS” shall mean the Internal Revenue Service.

1.10 “FINRA” shall mean the Financial Industry Regulatory Authority, Inc.

1.11 “Officer” shall mean the Chairman, President, any Vice President, any Assistant Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer of the Trust.

1.12 “Proper Instructions” shall mean Written Instructions.

1.13 “SEC” shall mean the U.S. Securities and Exchange Commission.

1.14 “Securities” shall include, without limitation, common and preferred stocks, bonds, call options, put options, debentures, notes, bank certificates of deposit, bankers' acceptances, mortgage-backed securities or other obligations, and any certificates, receipts, warrants or other instruments or documents representing rights to receive, purchase or subscribe for the same, or evidencing or representing any other rights or interests therein, or any similar property or assets that the Custodian or its agents have the facilities to clear and service.

1.15 “Securities Depository” shall mean The Depository Trust Company and any other clearing agency registered with the SEC under Section 17A of the Securities Exchange Act of 1934, as amended (the “1934 Act”), which acts as a system for the central handling of Securities where all Securities of any particular class or series of an issuer deposited within the system are treated as fungible and may be transferred or pledged by bookkeeping entry without physical delivery of the Securities.

1.16 “Shares” shall mean, with respect to a Fund, the units of beneficial interest issued by the Trust on account of the Fund.

1.17 “Sub-Custodian” shall mean and include (i) any branch of a “U.S. bank,” as that term is defined in Rule 17f-5 under the 1940 Act, and (ii) any “Eligible Foreign Custodian” having a contract with the Custodian which the Custodian has determined will provide reasonable care of assets of the Fund based on the standards specified in Section 3.3 below. Such contract shall be in writing and shall include provisions that provide: (i) for indemnification or insurance arrangements (or any combination of the foregoing) such that the Fund will be adequately protected against the risk of loss of assets held in accordance with such contract; (ii) that the Foreign Securities will not be subject to any right, charge, security interest, lien or claim of any kind in favor of the Sub-Custodian or its creditors except a claim of payment for their safe custody or administration, in the case of cash deposits, liens or rights in favor of creditors of the Sub-Custodian arising under bankruptcy, insolvency, or similar laws; (iii) that beneficial ownership for the Foreign Securities will be freely transferable without the payment of money or value other than for safe custody or administration; (iv) that adequate records will be maintained identifying the assets as belonging to the Fund or as being held by a third party for the benefit of the Fund; (v) that the Fund’s independent public accountants will be given access to those records or confirmation of the contents of those records; and (vi) that the Fund will receive periodic reports with respect to the safekeeping of the Fund’s assets, including, but not limited to, notification of any transfer to or from a Fund’s account or a third party account containing assets held for the benefit of the Fund. Such contract may contain, in lieu of any or all of the provisions specified in (i)-(vi) above, such other provisions that the Custodian determines will provide, in their entirety, the same or a greater level of care and protection for Fund assets as the specified provisions.

1.18 “Written Instructions” shall mean (i) written communications actually received by the Custodian and signed by an Authorized Person, (ii) communications by facsimile or Internet electronic e-mail or any other such system from one or more persons reasonably believed by the Custodian to be an Authorized Person.

## ARTICLE II.

### APPOINTMENT OF CUSTODIAN

2.01 Appointment. The Trust hereby appoints the Custodian as custodian of all Securities and cash owned by or in the possession of the Fund at any time during the period of this Agreement, on the terms and conditions set forth in this Agreement, and the Custodian hereby accepts such appointment and agrees to perform the services and duties set forth in this Agreement. The Trust hereby delegates to the Custodian, subject to Rule 17f-5(b), the responsibilities with respect to the Fund’s Foreign Securities, and the Custodian hereby accepts such delegation as foreign custody manager with respect to the Fund. The services and duties of the Custodian shall be confined to those matters expressly set forth herein, and no implied duties are assumed by or may be asserted against the Custodian hereunder.

2.02 Documents to be Furnished. The following documents, including any amendments thereto, will be provided contemporaneously with the execution of the Agreement to the Custodian by the Trust:

- (a) A copy of the Trust's declaration of trust, certified by the Secretary;
- (b) A copy of the Trust's bylaws, certified by the Secretary;
- (c) A copy of the resolution of the Board of Trustees of the Trust appointing the Custodian, certified by the Secretary;
- (d) A copy of the current prospectuses of the Fund (the "Prospectus");
- (e) A certification of the Chairman or the President and the Secretary of the Trust setting forth the names and signatures of the current Officers of the Trust and other Authorized Persons; and
- (f) An executed authorization required by the Shareholder Communications Act of 1985, attached hereto as Exhibit D.

2.03 Notice of Appointment of Transfer Agent. The Trust agrees to notify the Custodian in writing of the appointment, termination or change in appointment of any transfer agent of the Fund.

### ARTICLE III.

#### CUSTODY OF CASH AND SECURITIES

3.01 Segregation. All Securities and non-cash property held by the Custodian for the account of the Fund (other than Securities maintained in a Securities Depository, Eligible Securities Depository or Book-Entry System) shall be physically segregated from other Securities and non-cash property in the possession of the Custodian (including the Securities and non-cash property of the other series of the Trust, if applicable) and shall be identified as subject to this Agreement.

3.02 Fund Custody Accounts. As to each Fund, the Custodian shall open and maintain in its trust department a custody account in the name of the Trust coupled with the name of the Fund, subject only to draft or order of the Custodian, in which the Custodian shall enter and carry all Securities, cash and other assets of such Fund which are delivered to it.

3.03 Appointment of Agents.

- In its discretion, the Custodian may appoint one or more Sub-Custodians to establish and maintain arrangements with (i) Eligible Securities Depositories or (ii) Eligible Foreign Custodians who are members of the Sub-Custodian's network to hold Securities and cash of the Fund and to carry out such other provisions of this Agreement as it may determine; provided, however, that the appointment of any such agents and maintenance of any Securities and cash of the Fund shall be at the Custodian's expense and shall not relieve the Custodian of any of its obligations or liabilities under this Agreement. The Custodian shall be liable for the actions of any Sub-Custodians (regardless of whether assets are maintained in the custody of a Sub-Custodian, a member of its network or an Eligible Securities Depository) appointed by it as if such actions had been done by the Custodian.
- (a)

(b) If, after the initial appointment of Sub-Custodians by the Board of Trustees in connection with this Agreement, the Custodian wishes to appoint other Sub-Custodians to hold property of the Fund, it will so notify the Trust and make the necessary determinations as to any such new Sub-Custodian's eligibility under Rule 17f-5 under the 1940 Act.

(c) In performing its delegated responsibilities as foreign custody manager to place or maintain the Fund's assets with a Sub-Custodian, the Custodian will determine that the Fund's assets will be subject to reasonable care, based on the standards applicable to custodians in the country in which the Fund's assets will be held by that Sub-Custodian, after considering all factors relevant to safekeeping of such assets, including, without limitation the factors specified in Rule 17f-5(c)(1).

(d) The agreement between the Custodian and each Sub-Custodian acting hereunder shall contain the required provisions set forth in Rule 17f-5(c)(2) under the 1940 Act.

(e) At the end of each calendar quarter, the Custodian shall provide written reports notifying the Board of Trustees of the withdrawal or placement of the Securities and cash of the Fund with a Sub-Custodian and of any material changes in the Fund's arrangements. Such reports shall include an analysis of the custody risks associated with maintaining assets with any Eligible Securities Depositories. The Custodian shall promptly take such steps as may be required to withdraw assets of the Fund from any Sub-Custodian arrangement that has ceased to meet the requirements of Rule 17f-5 or Rule 17f-7 under the 1940 Act, as applicable.

(f) With respect to its responsibilities under this Section 3.3, the Custodian hereby warrants to the Trust that it agrees to exercise reasonable care, prudence and diligence such as a person having responsibility for the safekeeping of property of the Fund. The Custodian further warrants that the Fund's assets will be subject to reasonable care if maintained with a Sub-Custodian, after considering all factors relevant to the safekeeping of such assets, including, without limitation: (i) the Sub-Custodian's practices, procedures, and internal controls for certificated securities (if applicable), its method of keeping custodial records, and its security and data protection practices; (ii) whether the Sub-Custodian has the requisite financial strength to provide reasonable care for Fund assets; (iii) the Sub-Custodian's general reputation and standing and, in the case of a Securities Depository, the Securities Depository's operating history and number of participants; and (iv) whether the Fund will have jurisdiction over and be able to enforce judgments against the Sub-Custodian, such as by virtue of the existence of any offices of the Sub-Custodian in the United States or the Sub-Custodian's consent to service of process in the United States.

(g) The Custodian shall establish a system or ensure that its Sub-Custodian has established a system to monitor on a continuing basis (i) the appropriateness of maintaining the Fund's assets with a Sub-Custodian or Eligible Foreign Custodians who are members of a Sub-Custodian's network; (ii) the performance of the contract governing the Fund's arrangements with such Sub-Custodian or Eligible Foreign Custodian's members of a Sub-Custodian's network; and (iii) the custody risks of maintaining assets with an Eligible Securities Depository. The Custodian must promptly notify the Fund or its investment adviser of any material change in these risks.

(h) The Custodian shall use reasonable commercial efforts to collect all income and other payments with respect to Foreign Securities to which the Fund shall be entitled and shall credit such income, as collected, to the Trust. In the event that extraordinary measures are required to collect such income, the Trust and Custodian shall consult as to the measures and as to the compensation and expenses of the Custodian relating to such measures.

3.04 Delivery of Assets to Custodian. The Trust shall deliver, or cause to be delivered, to the Custodian all of the Fund's Securities, cash and other investment assets, including (i) all payments of income, payments of principal and capital distributions received by the Fund with respect to such Securities, cash or other assets owned by the Fund at any time during the period of this Agreement, and (ii) all cash received by the Fund for the issuance of Shares. The Custodian shall not be responsible for such Securities, cash or other assets until actually received by it.

3.05 Securities Depositories and Book-Entry Systems. The Custodian may deposit and/or maintain Securities of the Fund in a Securities Depository or in a Book-Entry System, subject to the following provisions:

(a) The Custodian, on an on-going basis, shall deposit in a Securities Depository or Book-Entry System all Securities eligible for deposit therein and shall make use of such Securities Depository or Book-Entry System to the extent possible and practical in connection with its performance hereunder, including, without limitation, in connection with settlements of purchases and sales of Securities, loans of Securities, and deliveries and returns of collateral consisting of Securities.

(b) Securities of the Fund kept in a Book-Entry System or Securities Depository shall be kept in an account ("Depository Account") of the Custodian in such Book-Entry System or Securities Depository which includes only assets held by the Custodian as a fiduciary, custodian or otherwise for customers.

(c) The records of the Custodian with respect to Securities of the Fund maintained in a Book-Entry System or Securities Depository shall, by book-entry, identify such Securities as belonging to the Fund.

(d) If Securities purchased by the Fund are to be held in a Book-Entry System or Securities Depository, the Custodian shall pay for such Securities upon (i) receipt of advice from the Book-Entry System or Securities Depository that such Securities have been transferred to the Depository Account, and (ii) the making of an entry on the records of the Custodian to reflect such payment and transfer for the account of the Fund. If Securities sold by the Fund are held in a Book-Entry System or Securities Depository, the Custodian shall transfer such Securities upon (i) receipt of advice from the Book-Entry System or Securities Depository that payment for such Securities has been transferred to the Depository Account, and (ii) the making of an entry on the records of the Custodian to reflect such transfer and payment for the account of the Fund.

- (e) The Custodian shall provide the Trust with copies of any report (obtained by the Custodian from a Book-Entry System or Securities Depository in which Securities of the Fund are kept) on the internal accounting controls and procedures for safeguarding Securities deposited in such Book-Entry System or Securities Depository.

- (f) Notwithstanding anything to the contrary in this Agreement, the Custodian shall be liable to the Trust for any loss or damage to the Fund resulting from (i) the use of a Book-Entry System or Securities Depository by reason of any negligence or willful misconduct on the part of the Custodian or any Sub-Custodian, or (ii) failure of the Custodian or any Sub-Custodian to enforce effectively such rights as it may have against a Book-Entry System or Securities Depository. At its election, the Trust shall be subrogated to the rights of the Custodian with respect to any claim against a Book-Entry System or Securities Depository or any other person from any loss or damage to the Fund arising from the use of such Book-Entry System or Securities Depository, if and to the extent that the Fund has not been made whole for any such loss or damage.

- (g) With respect to its responsibilities under this Section 3.05 and pursuant to Rule 17f-4 under the 1940 Act, the Custodian hereby warrants to the Trust that it agrees to (i) exercise due care in accordance with reasonable commercial standards in discharging its duty as a securities intermediary to obtain and thereafter maintain such assets, (ii) provide, promptly upon request by the Trust, such reports as are available concerning the Custodian's internal accounting controls and financial strength, and (iii) require any Sub-Custodian to exercise due care in accordance with reasonable commercial standards in discharging its duty as a securities intermediary to obtain and thereafter maintain assets corresponding to the security entitlements of its entitlement holders.

3.06 Disbursement of Moneys from Fund Custody Account. Upon receipt of Proper Instructions, the Custodian shall disburse moneys from the Fund Custody Account but only in the following cases:

- (a) For the purchase of Securities for the Fund but only in accordance with Section 4.01 of this Agreement and only (i) in the case of Securities (other than options on Securities, futures contracts and options on futures contracts), against the delivery to the Custodian (or any Sub-Custodian) of such Securities registered as provided in Section 3.09 below or in proper form for transfer, or if the purchase of such Securities is effected through a Book-Entry System or Securities Depository, in accordance with the conditions set forth in Section 3.05 above; (ii) in the case of options on Securities, against delivery to the Custodian (or any Sub-Custodian) of such receipts as are required by the customs prevailing among dealers in such options; (iii) in the case of futures contracts and options on futures contracts, against delivery to the Custodian (or any Sub-Custodian) of evidence of title thereto in favor of the Fund or any nominee referred to in Section 3.09 below; and (iv) in the case of repurchase or reverse repurchase agreements entered into between the Trust and a bank which is a member of the Federal Reserve System or between the Trust and a primary dealer in U.S. Government securities, against delivery of the purchased Securities either in certificate form or through an entry crediting the Custodian's account at a Book-Entry System or Securities Depository with such Securities;

- (b) In connection with the conversion, exchange or surrender, as set forth in Section 3.07(f) below, of Securities owned by the Fund;
- (c) For the payment of any dividends or capital gain distributions declared by the Fund;
- (d) In payment of the redemption price of Shares as provided in Section 5.01 below;
- (e) For the payment of any expense or liability incurred by the Fund, including, but not limited to, the following payments for the account of the Fund: interest; taxes; administration, investment advisory, accounting, auditing, transfer agent, custodian, trustee and legal fees; and other operating expenses of the Fund; in all cases, whether or not such expenses are to be in whole or in part capitalized or treated as deferred expenses;
- (f) For transfer in accordance with the provisions of any agreement among the Trust, the Custodian and a broker-dealer registered under the 1934 Act and a member of FINRA, relating to compliance with rules of the Options Clearing Corporation and of any registered national securities exchange (or of any similar organization or organizations) regarding escrow or other arrangements in connection with transactions by the Fund;
- (g) For transfer in accordance with the provisions of any agreement among the Trust, the Custodian and a futures commission merchant registered under the Commodity Exchange Act, relating to compliance with the rules of the Commodity Futures Trading Commission and/or any contract market (or any similar organization or organizations) regarding account deposits in connection with transactions by the Fund;
- (h) For the funding of any uncertificated time deposit or other interest-bearing account with any banking institution (including the Custodian), which deposit or account has a term of one year or less; and
- (i) For any other proper purpose, but only upon receipt of Proper Instructions, specifying the amount and purpose of such payment, declaring such purpose to be a proper corporate purpose, and naming the person or persons to whom such payment is to be made.

3.07 Delivery of Securities from Fund Custody Account. Upon receipt of Proper Instructions, the Custodian shall release and deliver, or cause the Sub-Custodian to release and deliver, Securities from the Fund Custody Account but only in the following cases:

- (a) Upon the sale of Securities for the account of the Fund but only against receipt of payment therefor in cash, by certified or cashiers check or bank credit;

- (b) In the case of a sale effected through a Book-Entry System or Securities Depository, in accordance with the provisions of Section 3.05 above;
- (c) To an offeror's depository agent in connection with tender or other similar offers for Securities of the Fund; provided that, in any such case, the cash or other consideration is to be delivered to the Custodian;  
  
To the issuer thereof or its agent (i) for transfer into the name of the Fund, the Custodian or any Sub-Custodian, or any nominee or nominees of any of the foregoing, or (ii) for exchange for a different number of certificates or other evidence representing the same aggregate face amount or number of units; provided that, in any such case, the new Securities are to be delivered to the Custodian;
- (d) To the issuer thereof or its agent (i) for transfer into the name of the Fund, the Custodian or any Sub-Custodian, or any nominee or nominees of any of the foregoing, or (ii) for exchange for a different number of certificates or other evidence representing the same aggregate face amount or number of units; provided that, in any such case, the new Securities are to be delivered to the Custodian;
- (e) To the broker selling the Securities, for examination in accordance with the "street delivery" custom;  
  
For exchange or conversion pursuant to any plan of merger, consolidation, recapitalization, reorganization or readjustment of the issuer of such Securities, or pursuant to provisions for conversion contained in such Securities, or pursuant to any deposit agreement, including surrender or receipt of underlying Securities in connection with the issuance or cancellation of depository receipts; provided that, in any such case, the new Securities and cash, if any, are to be delivered to the Custodian;
- (f) Upon receipt of payment therefor pursuant to any repurchase or reverse repurchase agreement entered into by the Fund;
- (g) In the case of warrants, rights or similar Securities, upon the exercise thereof, provided that, in any such case, the new Securities and cash, if any, are to be delivered to the Custodian;
- (h) For delivery in connection with any loans of Securities of the Fund, but only against receipt of such collateral as the Trust shall have specified to the Custodian in Proper Instructions;
- (i) For delivery as security in connection with any borrowings by the Fund requiring a pledge of assets by the Trust, but only against receipt by the Custodian of the amounts borrowed;
- (j) Pursuant to any authorized plan of liquidation, reorganization, merger, consolidation or recapitalization of the Trust;  
  
For delivery in accordance with the provisions of any agreement among the Trust, the Custodian and a broker-dealer registered under the 1934 Act and a member of FINRA, relating to compliance with the rules of the Options Clearing Corporation and of any registered national securities exchange (or of any similar organization or organizations) regarding escrow or other arrangements in connection with transactions by the Fund;
- (k) For delivery in accordance with the provisions of any agreement among the Trust, the Custodian and a futures commission merchant registered under the Commodity Exchange Act, relating to compliance with the rules of the Commodity Futures Trading Commission and/or any contract market (or any similar organization or organizations) regarding account deposits in connection with transactions by the Fund;
- (l) For delivery in accordance with the provisions of any agreement among the Trust, the Custodian and a futures commission merchant registered under the Commodity Exchange Act, relating to compliance with the rules of the Commodity Futures Trading Commission and/or any contract market (or any similar organization or organizations) regarding account deposits in connection with transactions by the Fund;
- (m) For delivery in accordance with the provisions of any agreement among the Trust, the Custodian and a futures commission merchant registered under the Commodity Exchange Act, relating to compliance with the rules of the Commodity Futures Trading Commission and/or any contract market (or any similar organization or organizations) regarding account deposits in connection with transactions by the Fund;

(n) For any other proper corporate purpose, but only upon receipt of Proper Instructions, specifying the Securities to be delivered, setting forth the purpose for which such delivery is to be made, declaring such purpose to be a proper corporate purpose, and naming the person or persons to whom delivery of such Securities shall be made; or

(o) To brokers, clearing banks or other clearing agents for examination or trade execution in accordance with market custom; provided that in any such case the Custodian shall have no responsibility or liability for any loss arising from the delivery of such securities prior to receiving payment for such securities except as may arise from the Custodian's own negligence or willful misconduct.

3.08 Actions Not Requiring Proper Instructions. Unless otherwise instructed by the Trust, the Custodian shall with respect to all Securities held for the Fund:

(a) Subject to Section 9.04 below, collect on a timely basis all income and other payments to which the Fund is entitled either by law or pursuant to custom in the securities business;

(b) Present for payment and, subject to Section 9.04 below, collect on a timely basis the amount payable upon all Securities which may mature or be called, redeemed, or retired, or otherwise become payable;

(c) Endorse for collection, in the name of the Fund, checks, drafts and other negotiable instruments;

(d) Surrender interim receipts or Securities in temporary form for Securities in definitive form;

(e) Execute, as custodian, any necessary declarations or certificates of ownership under the federal income tax laws or the laws or regulations of any other taxing authority now or hereafter in effect, and prepare and submit reports to the IRS and the Trust at such time, in such manner and containing such information as is prescribed by the IRS;

(f) Hold for the Fund, either directly or, with respect to Securities held therein, through a Book-Entry System or Securities Depository, all rights and similar Securities issued with respect to Securities of the Fund; and

(g) In general, and except as otherwise directed in Proper Instructions, attend to all non-discretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with Securities and other assets of the Fund.

3.09 Registration and Transfer of Securities. All Securities held for the Fund that are issued or issuable only in bearer form shall be held by the Custodian in that form, provided that any such Securities shall be held in a Book-Entry System if eligible therefor. All other Securities held for the Fund may be registered in the name of the Fund, the Custodian, a Sub-Custodian or any nominee thereof, or in the name of a Book-Entry System, Securities Depository or any nominee of either thereof. The records of the Custodian with respect to foreign securities of the Fund that are maintained with a Sub-Custodian in an account that is identified as belonging to the Custodian for the benefit of its customers shall identify those securities as belonging to the Fund. The Trust shall furnish to the Custodian appropriate instruments to enable the Custodian to hold or deliver in proper form for transfer, or to register in the name of any of the nominees referred to above or in the name of a Book-Entry System or Securities Depository, any Securities registered in the name of the Fund.

### 3.10 Records.

(a) The Custodian shall maintain complete and accurate records with respect to Securities, cash or other property held for the Fund, including (i) journals or other records of original entry containing an itemized daily record in detail of all receipts and deliveries of Securities and all receipts and disbursements of cash; (ii) ledgers (or other records) reflecting (A) Securities in transfer, (B) Securities in physical possession, (C) monies and Securities borrowed and monies and Securities loaned (together with a record of the collateral therefor and substitutions of such collateral), (D) dividends and interest received, and (E) dividends receivable and interest receivable; (iii) canceled checks and bank records related thereto; and (iv) all records relating to its activities and obligations under this Agreement. The Custodian shall keep such other books and records of the Fund as the Trust shall reasonably request, or as may be required by the 1940 Act, including, but not limited to, Section 31 of the 1940 Act and Rule 31a-2 promulgated thereunder.

(b) All such books and records maintained by the Custodian shall (i) be maintained in a form acceptable to the Trust and in compliance with the rules and regulations of the SEC, (ii) be the property of the Trust and at all times during the regular business hours of the Custodian be made available upon request for inspection by duly authorized officers, employees or agents of the Trust and employees or agents of the SEC, and (iii) if required to be maintained by Rule 31a-1 under the 1940 Act, be preserved for the periods prescribed in Rules 31a-1 and 31a-2 under the 1940 Act.

3.11 Fund Reports by Custodian. The Custodian shall furnish the Trust with a daily activity statement and a summary of all transfers to or from each Fund Custody Account on the day following such transfers. At least monthly, the Custodian shall furnish the Trust with a detailed statement of the Securities and moneys held by the Custodian and the Sub-Custodians for the Fund under this Agreement.

3.12 Other Reports by Custodian. As the Trust may reasonably request from time to time, the Custodian shall provide the Trust with reports on the internal accounting controls and procedures for safeguarding Securities which are employed by the Custodian or any Sub-Custodian.

3.13 Proxies and Other Materials. The Custodian shall cause all proxies relating to Securities which are not registered in the name of the Fund to be promptly executed by the registered holder of such Securities, without indication of the manner in which such proxies are to be voted, and shall promptly deliver to the Trust such proxies, all proxy soliciting materials and all notices relating to such Securities. With respect to the foreign Securities, the Custodian will use reasonable commercial efforts to facilitate the exercise of voting and other shareholder rights, subject to the laws, regulations and practical constraints that may exist in the country where such securities are issued. The Trust acknowledges that local conditions, including lack of regulation, onerous procedural obligations, lack of notice and other factors may have the effect of severely limiting the ability of the Trust to exercise shareholder rights.

3.14 Information on Corporate Actions. The Custodian shall promptly deliver to the Trust all information received by the Custodian and pertaining to Securities being held by the Fund with respect to optional tender or exchange offers, calls for redemption or purchase, or expiration of rights. If the Trust desires to take action with respect to any tender offer, exchange offer or other similar transaction, the Trust shall notify the Custodian at least three Business Days prior to the date on which the Custodian is to take such action. The Trust will provide or cause to be provided to the Custodian all relevant information for any Security which has unique put/option provisions at least three Business Days prior to the beginning date of the tender period.

#### ARTICLE IV.

##### PURCHASE AND SALE OF INVESTMENTS OF THE FUND

4.01 Purchase of Securities. Promptly upon each purchase of Securities for the Fund, Written Instructions shall be delivered to the Custodian, specifying (i) the name of the issuer or writer of such Securities, and the title or other description thereof, (ii) the number of shares, principal amount (and accrued interest, if any) or other units purchased, (iii) the date of purchase and settlement, (iv) the purchase price per unit, (v) the total amount payable upon such purchase, and (vi) the name of the person to whom such amount is payable. The Custodian shall upon receipt of such Securities purchased by the Fund pay out of the moneys held for the account of the Fund the total amount specified in such Written Instructions to the person named therein. The Custodian shall not be under any obligation to pay out moneys to cover the cost of a purchase of Securities for the Fund, if in the Fund Custody Account there is insufficient cash available to the Fund for which such purchase was made.

4.02 Liability for Payment in Advance of Receipt of Securities Purchased. In any and every case where payment for the purchase of Securities for the Fund is made by the Custodian in advance of receipt of the Securities purchased and in the absence of specified Written Instructions to so pay in advance, the Custodian shall be liable to the Fund for such payment.

4.03 Sale of Securities. Promptly upon each sale of Securities by the Fund, Written Instructions shall be delivered to the Custodian, specifying (i) the name of the issuer or writer of such Securities, and the title or other description thereof, (ii) the number of shares, principal amount (and accrued interest, if any), or other units sold, (iii) the date of sale and settlement, (iv) the sale price per unit, (v) the total amount payable upon such sale, and (vi) the person to whom such Securities are to be delivered. Upon receipt of the total amount payable to the Fund as specified in such Written Instructions, the Custodian shall deliver such Securities to the person specified in such Written Instructions. Subject to the foregoing, the Custodian may accept payment in such form as shall be satisfactory to it, and may deliver Securities and arrange for payment in accordance with the customs prevailing among dealers in Securities.

4.04 Delivery of Securities Sold. Notwithstanding Section 4.03 above or any other provision of this Agreement, the Custodian, when instructed to deliver Securities against payment, shall be entitled, if in accordance with generally accepted market practice, to deliver such Securities prior to actual receipt of final payment therefor. In any such case, the Fund shall bear the risk that final payment for such Securities may not be made or that such Securities may be returned or otherwise held or disposed of by or through the person to whom they were delivered, and the Custodian shall have no liability for any for the foregoing.

4.05 Payment for Securities Sold. In its sole discretion and from time to time, the Custodian may credit the Fund Custody Account, prior to actual receipt of final payment thereof, with (i) proceeds from the sale of Securities which it has been instructed to deliver against payment, (ii) proceeds from the redemption of Securities or other assets of the Fund, and (iii) income from cash, Securities or other assets of the Fund. Any such credit shall be conditional upon actual receipt by Custodian of final payment and may be reversed if final payment is not actually received in full. The Custodian may, in its sole discretion and from time to time, permit the Fund to use funds so credited to the Fund Custody Account in anticipation of actual receipt of final payment. Any such funds shall be repayable immediately upon demand made by the Custodian at any time prior to the actual receipt of all final payments in anticipation of which funds were credited to the Fund Custody Account.

4.06 Advances by Custodian for Settlement. The Custodian may, in its sole discretion and from time to time, advance funds to the Trust to facilitate the settlement of a Fund's transactions in the Fund Custody Account. Any such advance shall be repayable immediately upon demand made by Custodian.

## ARTICLE V.

### REDEMPTION OF FUND SHARES

5.01 Transfer of Funds. From such funds as may be available for the purpose in the relevant Fund Custody Account, and upon receipt of Proper Instructions specifying that the funds are required to redeem Shares of the Fund, the Custodian shall wire each amount specified in such Proper Instructions to or through such bank or broker-dealer as the Trust may designate.

5.02 No Duty Regarding Paying Banks. Once the Custodian has wired amounts to a bank or broker-dealer pursuant to Section 5.01 above, the Custodian shall not be under any obligation to effect any further payment or distribution by such bank or broker-dealer.

## ARTICLE VI.

### SEGREGATED ACCOUNTS

Upon receipt of Proper Instructions, the Custodian shall establish and maintain a segregated account or accounts for and on behalf of the Fund, into which account or accounts may be transferred cash and/or Securities, including Securities maintained in a Depository Account:

- (a) in accordance with the provisions of any agreement among the Trust, the Custodian and a broker-dealer registered under the 1934 Act and a member of FINRA (or any futures commission merchant registered under the Commodity Exchange Act), relating to compliance with the rules of the Options Clearing Corporation and of any registered national securities exchange (or the Commodity Futures Trading Commission or any registered contract market), or of any similar organization or organizations, regarding escrow or other arrangements in connection with transactions by the Fund;
- (b) for purposes of segregating cash or Securities in connection with securities options purchased or written by the Fund or in connection with financial futures contracts (or options thereon) purchased or sold by the Fund;
- (c) which constitute collateral for loans of Securities made by the Fund;
- (d) for purposes of compliance by the Fund with requirements under the 1940 Act for the maintenance of segregated accounts by registered investment companies in connection with reverse repurchase agreements and when-issued, delayed delivery and firm commitment transactions; and
- (e) for other proper corporate purposes, but only upon receipt of Proper Instructions, setting forth the purpose or purposes of such segregated account and declaring such purposes to be proper corporate purposes.

Each segregated account established under this Article VI shall be established and maintained for the Fund only. All Proper Instructions relating to a segregated account shall specify the Fund.

## ARTICLE VII.

### COMPENSATION OF CUSTODIAN

7.01 Compensation. The Custodian shall be compensated for providing the services set forth in this Agreement in accordance with the fee schedule set forth on Exhibit C hereto (as amended from time to time). The Custodian shall also be compensated for such out-of-pocket expenses (e.g., telecommunication charges, postage and delivery charges, and reproduction charges) as are reasonably incurred by the Custodian in performing its duties hereunder. The Trust shall pay all such fees and reimbursable expenses within 30 calendar days following receipt of the billing notice, except for any fee or expense subject to a good faith dispute. The Trust shall notify the Custodian in writing within 30 calendar days following receipt of each invoice if the Trust is disputing any amounts in good faith. The Trust shall pay such disputed amounts within 10 calendar days of the day on which the parties agree to the amount to be paid. With the exception of any fee or expense the Trust is disputing in good faith as set forth above, unpaid invoices shall accrue a finance charge of 1½% per month after the due date. Notwithstanding anything to the contrary, amounts owed by the Trust to the Custodian shall only be paid out of the assets and property of the particular Fund involved.

7.02 Overdrafts. The Trust is responsible for maintaining an appropriate level of short term cash investments to accommodate cash outflows. The Trust may obtain a formal line of credit for potential overdrafts of its custody account. In the event of an overdraft or in the event the line of credit is insufficient to cover an overdraft, the overdraft amount or the overdraft amount that exceeds the line of credit will be charged in accordance with the fee schedule set forth on Exhibit C hereto (as amended from time to time)

## ARTICLE VIII.

### REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of the Trust. The Trust hereby represents and warrants to the Custodian, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (a) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by the Trust in accordance with all requisite action and constitutes a valid and legally binding obligation of the Trust, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and
- (c) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.

8.02 Representations and Warranties of the Custodian. The Custodian hereby represents and warrants to the Trust, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (a) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;
- (b) It is a U.S. Bank as defined in section (a)(7) of Rule 17f-5.

(c) This Agreement has been duly authorized, executed and delivered by the Custodian in accordance with all requisite action and constitutes a valid and legally binding obligation of the Custodian, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and

(d) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.

## ARTICLE IX.

### CONCERNING THE CUSTODIAN

9.01 Standard of Care. The Custodian shall exercise reasonable care in the performance of its duties under this Agreement. The Custodian shall not be liable for any any loss suffered by the Trust in connection with its duties under this Agreement, except a loss arising out of or relating to the Custodian's (or a Sub-Custodian's) refusal or failure to comply with the terms of this Agreement (or any sub-custody agreement) or from its (or a Sub-Custodian's) bad faith, negligence or willful misconduct in the performance of its duties under this Agreement (or any sub-custody agreement). The Custodian shall be entitled to rely on and may act upon written advice of counsel on all matters, and shall be without liability for any action reasonably taken or omitted pursuant to such advice. The Custodian shall promptly notify the Trust of any action taken or omitted by the Custodian pursuant to advice of counsel.

9.02 Actual Collection Required. The Custodian shall not be liable for, or considered to be the custodian of, any cash belonging to the Fund or any money represented by a check, draft or other instrument for the payment of money, until the Custodian or its agents actually receive such cash or collect on such instrument.

9.03 No Responsibility for Title, etc. So long as and to the extent that it is in the exercise of reasonable care, the Custodian shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received or delivered by it pursuant to this Agreement.

9.04 Limitation on Duty to Collect. Custodian shall not be required to enforce collection, by legal means or otherwise, of any money or property due and payable with respect to Securities held for the Fund if such Securities are in default or payment is not made after due demand or presentation.

9.05 Reliance Upon Documents and Instructions. The Custodian shall be entitled to rely upon any certificate, notice or other instrument in writing received by it and reasonably believed by it to be genuine. The Custodian shall be entitled to rely upon any Written Instructions actually received by it pursuant to this Agreement.

9.06 Cooperation. The Custodian shall cooperate with and supply necessary information to the entity or entities appointed by the Trust to keep the books of account of the Fund and/or compute the value of the assets of the Fund. The Custodian shall take all such reasonable actions as the Trust may from time to time request to enable the Trust to obtain, from year to year, favorable opinions from the Trust's independent accountants with respect to the Custodian's activities hereunder in connection with (i) the preparation of the Trust's reports on Form N-1A and Form N-SAR and any other reports required by the SEC, and (ii) the fulfillment by the Trust of any other requirements of the SEC.

## ARTICLE X.

### INDEMNIFICATION

10.01 Indemnification by Trust. The Trust shall indemnify and hold harmless the Custodian, any Sub-Custodian and any nominee thereof (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, expenses and liabilities of any and every nature (including reasonable attorneys' fees) that an Indemnified Party may sustain or incur or that may be asserted against an Indemnified Party by any person arising directly or indirectly (i) from the fact that Securities are registered in the name of any such nominee, (ii) from any action taken or omitted to be taken by the Custodian or such Sub-Custodian (a) at the request or direction of or in reliance on the written advice of the Trust, or (b) upon Proper Instructions, or (iii) from the performance of its obligations under this Agreement or any sub-custody agreement, provided that neither the Custodian nor any such Sub-Custodian shall be indemnified and held harmless from and against any such claim, demand, loss, expense or liability arising out of or relating to its refusal or failure to comply with the terms of this Agreement (or any sub-custody agreement), or from its bad faith, negligence or willful misconduct in the performance of its duties under this Agreement (or any sub-custody agreement). This indemnity shall be a continuing obligation of the Trust, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the terms "Custodian" and "Sub-Custodian" shall include their respective directors, officers and employees.

10.02 Indemnification by Custodian. The Custodian shall indemnify and hold harmless the Trust from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that the Trust may sustain or incur or that may be asserted against the Trust by any person arising directly or indirectly out of any action taken or omitted to be taken by an Indemnified Party as a result of the Indemnified Party's refusal or failure to comply with the terms of this Agreement (or any sub-custody agreement), or from its bad faith, negligence or willful misconduct in the performance of its duties under this Agreement (or any sub-custody agreement). This indemnity shall be a continuing obligation of the Custodian, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "Trust" shall include the Trust's trustees, officers and employees.

10.03 Security. If the Custodian advances cash or Securities to the Fund for any purpose, either at the Trust's request or as otherwise contemplated in this Agreement, or in the event that the Custodian or its nominee incurs, in connection with its performance under this Agreement, any claim, demand, loss, expense or liability (including reasonable attorneys' fees) (except such as may arise from its or its nominee's bad faith, negligence or willful misconduct), then, in any such event, any property at any time held for the account of the Fund shall be security therefor, and should the Fund fail promptly to repay or indemnify the Custodian, the Custodian shall be entitled to utilize available cash of such Fund and to dispose of other assets of such Fund to the extent necessary to obtain reimbursement or indemnification.

10.04 Miscellaneous.

- (a) Neither party to this Agreement shall be liable to the other party for consequential, special or punitive damages under any provision of this Agreement.
- (b) The indemnity provisions of this Article shall indefinitely survive the termination and/or assignment of this Agreement.

- In order that the indemnification provisions contained in this Article X shall apply, it is understood that if in any case the indemnitor may be asked to indemnify or hold the indemnitee harmless, the indemnitor shall be fully and promptly advised of all pertinent facts concerning the situation in question, and it is further understood that the indemnitee will use all reasonable care to notify the indemnitor promptly concerning any situation that presents or appears likely to present the probability of a claim for indemnification. The indemnitor shall have the option to defend the indemnitee against any claim that may be the subject of this indemnification. In the event that the indemnitor so elects, it will so notify the indemnitee and thereupon the indemnitor shall take over complete defense of the claim, and the indemnitee shall in such situation initiate no further legal or other expenses for which it shall seek indemnification under this Article X. The indemnitee shall in no case confess any claim or make any compromise in any case in which the indemnitor will be asked to indemnify the indemnitee except with the indemnitor's prior written consent.
- (c)

## **ARTICLE XI.**

### **FORCE MAJEURE**

Neither the Custodian nor the Trust shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the Custodian (i) shall not discriminate against the Fund in favor of any other customer of the Custodian in making computer time and personnel available to input or process the transactions contemplated by this Agreement, and (ii) shall use its best efforts to ameliorate the effects of any such failure or delay.

## ARTICLE XII.

### PROPRIETARY AND CONFIDENTIAL INFORMATION

12.01 The Custodian agrees on behalf of itself and its directors, officers, and employees to treat confidentially and as proprietary information of the Trust, all records and other information relative to the Trust and prior, present, or potential shareholders of the Trust (and clients of said shareholders), and not to use such records and information for any purpose other than the performance of its responsibilities and duties hereunder, except (i) after prior notification to and approval in writing by the Trust, which approval shall not be unreasonably withheld and may not be withheld where the Custodian may be exposed to civil or criminal contempt proceedings for failure to comply, (ii) when requested to divulge such information by duly constituted authorities although the Custodian will promptly report such disclosure to the Trust if disclosure is permitted by applicable law and regulation, or (iii) when so requested by the Trust. Records and other information which have become known to the public through no wrongful act of the Custodian or any of its employees, agents or representatives, and information that was already in the possession of the Custodian prior to receipt thereof from the Trust or its agent, shall not be subject to this paragraph.

12.02 Further, the Custodian will adhere to the privacy policies adopted by the Trust pursuant to Title V of the Gramm-Leach-Bliley Act, as may be modified from time to time. In this regard, the Custodian shall have in place and maintain physical, electronic and procedural safeguards reasonably designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to or use of, records and information relating to the Trust and its shareholders.

## ARTICLE XIII.

### EFFECTIVE PERIOD; TERMINATION

13.01 Effective Period. This Agreement shall become effective as of the date first written above and will continue in effect for a period of three years.

13.02 Termination. This Agreement may be terminated by either party upon giving 90 days prior written notice to the other party or such shorter period as is mutually agreed upon by the parties. Notwithstanding the foregoing, this Agreement may be terminated by any party upon the breach of the other party of any material term of this Agreement if such breach is not cured within 15 days of notice of such breach to the breaching party. In addition, the Trust may, at any time, immediately terminate this Agreement in the event of the appointment of a conservator or receiver for the Custodian by regulatory authorities or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction.

13.03 Early Termination. In the absence of any material breach of this Agreement, should the Trust elect to terminate this Agreement prior to the end of the three year term, the Trust agrees to pay the following fees:

- a) One half of all monthly fees through the life of the Agreement, including the rebate of any negotiated discounts;
- b) All fees associated with converting services to a successor service provider;
- c) All fees associated with any record retention and/or tax reporting obligations that may not be eliminated due to the conversion to a successor service provider;
- d) All out-of-pocket costs associated with a)-c) above

In the event the Trust elects to cease operation of the Fund prior to the 18<sup>th</sup> month anniversary of the effective date of this Agreement, the Trust will pay the Custodian all monthly fees remaining from the month the Trust ceases operations to the 18<sup>th</sup> month anniversary of the Agreement. In the event the Trust elects to cease operations after the 18<sup>th</sup> month anniversary of this Agreement, no fees shall be payable thereafter under this Agreement.

13.04 Appointment of Successor Custodian. If a successor custodian shall have been appointed by the Board of Trustees, the Custodian shall, upon receipt of a notice of acceptance by the successor custodian, on such specified date of termination (i) deliver directly to the successor custodian all Securities (other than Securities held in a Book-Entry System or Securities Depository) and cash then owned by the Fund and held by the Custodian as custodian, and (ii) transfer any Securities held in a Book-Entry System or Securities Depository to an account of or for the benefit of the Fund at the successor custodian, provided that the Trust shall have paid to the Custodian all fees, expenses and other amounts to the payment or reimbursement of which it shall then be entitled. In addition, the Custodian shall, at the expense of the Trust, transfer to such successor all relevant books, records, correspondence, and other data established or maintained by the Custodian under this Agreement in a form reasonably acceptable to the Trust (if such form differs from the form in which the Custodian has maintained the same, the Trust shall pay any expenses associated with transferring the data to such form), and will cooperate in the transfer of such duties and responsibilities, including provision for assistance from the Custodian's personnel in the establishment of books, records, and other data by such successor. Upon such delivery and transfer, the Custodian shall be relieved of all obligations under this Agreement.

13.05 Failure to Appoint Successor Custodian. If a successor custodian is not designated by the Trust on or before the date of termination of this Agreement, then the Custodian shall have the right to deliver to a bank or trust company of its own selection, which bank or trust company (i) is a "bank" as defined in the 1940 Act, and (ii) has aggregate capital, surplus and undivided profits as shown on its most recent published report of not less than \$25 million, all Securities, cash and other property held by Custodian under this Agreement and to transfer to an account of or for the Fund at such bank or trust company all Securities of the Fund held in a Book-Entry System or Securities Depository. Upon such delivery and transfer, such bank or trust company shall be the successor custodian under this Agreement and the Custodian shall be relieved of all obligations under this Agreement. In addition, under these circumstances, all books, records and other data of the Trust shall be returned to the Trust.

## ARTICLE XIV.

### CLASS ACTIONS

The Trust instructs the Custodian to distribute class action notices and other relevant documentation to the Fund(s) or its designee and elects, to relieve the Custodian from any and all liability and responsibility for filing class action claims on behalf of the Fund(s).

In the event the Fund(s) are closed, the Custodian shall only file the class action claims upon written instructions by an authorized representative of the closed Fund(s). Any expenses associated with such filing will be assessed against the proceeds received of any class action settlement.

## ARTICLE XV.

### MISCELLANEOUS

15.01 Compliance with Laws. The Trust has and retains primary responsibility for all compliance matters relating to the Fund, including but not limited to compliance with the 1940 Act, the Internal Revenue Code of 1986, the Sarbanes-Oxley Act of 2002, the USA Patriot Act of 2001 and the policies and limitations of the Fund relating to its portfolio investments as set forth in its Prospectus and statement of additional information. The Custodian's services hereunder shall not relieve the Trust of its responsibilities for assuring such compliance or the Board of Trustee's oversight responsibility with respect thereto.

15.02 Amendment. This Agreement may not be amended or modified in any manner except by written agreement executed by the Custodian and the Trust, and authorized or approved by the Board of Trustees.

15.03 Assignment. This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by the Trust without the written consent of the Custodian, or by the Custodian without the written consent of the Trust accompanied by the authorization or approval of the Board of Trustees.

15.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts of law principles. To the extent that the applicable laws of the State of Minnesota, or any of the provisions herein, conflict with the applicable provisions of the 1940 Act, the latter shall control, and nothing herein shall be construed in a manner inconsistent with the 1940 Act or any rule or order of the SEC thereunder.

15.05 No Agency Relationship. Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.

15.06 Services Not Exclusive. Nothing in this Agreement shall limit or restrict the Custodian from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

15.07 Invalidity. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

15.08 Notices. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been given on the date delivered personally or by courier service, or three days after sent by registered or certified mail, postage prepaid, return receipt requested, or on the date sent and confirmed received by facsimile transmission to the other party's address set forth below:

Notice to the Custodian shall be sent to:

U.S Bank, N.A.  
1555 N. Rivercenter Dr., MK-WI-S302  
Milwaukee, WI 53212

Attn: Tom Fuller  
Phone: 414-905-6118  
Fax: 866-350-5066

and notice to the Trust shall be sent to:

Cook & Bynum Capital Management, LLC.  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

15.09 Multiple Originals. This Agreement may be executed on two or more counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

15.10 No Waiver. No failure by either party hereto to exercise, and no delay by such party in exercising, any right hereunder shall operate as a waiver thereof. The exercise by either party hereto of any right hereunder shall not preclude the exercise of any other right, and the remedies provided herein are cumulative and not exclusive of any remedies provided at law or in equity.

15.11 References to Custodian. The Trust shall not circulate any printed matter which contains any reference to Custodian without the prior written approval of Custodian, excepting printed matter contained in the Prospectus or statement of additional information for the Fund and such other printed matter as merely identifies Custodian as custodian for the Fund. The Trust shall submit printed matter requiring approval to Custodian in draft form, allowing sufficient time for review by Custodian and its counsel prior to any deadline for printing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer on one or more counterparts as of the date first above written.

**COOK & BYNUM FUNDS TRUST**

**U.S. BANK NATIONAL ASSOCIATION**

By: /s/Ashley A. Morris  
Name: Ashley A. Morris  
Title: Vice President

By: /s/Michael R. McVoy  
Name: Michael R. McVoy  
Title: Senior Vice President

**EXHIBIT A**

**AUTHORIZED PERSONS**

Set forth below are the names and specimen signatures of the persons authorized by the Trust to administer the Fund Custody Accounts.

<b><u>Name</u></b>	<b><u>Telephone/Fax Number</u></b>	<b><u>Signature</u></b>
<b>Ashley A. Morris</b>	<b>205-994-6652</b>	<u>/s/ Ashley A. Morris</u>
<b>David A. Hobbs</b>	<b>205-533-8400</b>	_____
<b>J. Dowe Bynum</b>	<b>205-994-6635</b>	_____
<b>Richard P. Cook</b>	<b>205-994-6611</b>	_____  _____

**EXHIBIT B**

**to the Custody Agreement**

**Fund Names**

Separate Series of Cook & Bynum Funds Trust

**Name of Series**

The Cook & Bynum Fund

## Exhibit C to the Custody Agreement – Cook & Bynum – Domestic Fees at April, 2012

### Annual Fee per fund\*

.005% (½ basis point) on average daily market value, subject to minimum annual fee per fund - \$XXXX, plus portfolio transaction fees

### Portfolio Transaction Fees

\$ XXXX /book entry transaction: DTC /Federal Reserve /principal paydown

\$ XXXX /disbursement

\$ XXXX /short sale

\$ XXXX /U.S. Bank repurchase agreement transaction

\$ XXXX /option/future contract written, exercised or expired

XXXX /Fed wire/margin variation Fed wire

XXXX /mutual fund trade (non-sweep)

XXXX /segregated account per month

XXXX /physical security transaction

- A transaction is a purchase/sale of a security, free receipt/free delivery, maturity, tender or exchange.
- Overdrafts – charged to the account at prime interest rate plus 2.

### Chief Compliance Officer Support Fee\*

- \$XXXX /year

### Out-Of-Pocket Expenses

Including but not limited to expenses incurred in the safekeeping, delivery and receipt of securities, shipping, transfer fees, deposit withdrawals at custodian (DWAC) fees, and other extraordinary expenses.

\*Subject to annual CPI increase, Milwaukee MSA.

Fees are billed monthly.

## GLOBAL SUB-CUSTODIAL SERVICES FEE SCHEDULE at April, 2012

### Annual Base Fee (per fund)

\$100 per country per month, for up to 5 countries with 25 securities positions in total (not per market), plus safekeeping and transaction fees per market (see next page); **OR**

\$XXXX per fund (account), plus safekeeping and transaction fees per market (see next page)

- Eurobonds are held in Euroclear at a standard rate, but other types of securities (including but not limited to equities, domestic market debt and mutual funds) will be subject to a surcharge. In addition, certain transactions that are delivered within Euroclear or from a Euroclear account to a third party depository or settlement system, will be subject to a surcharge (surcharge schedule available upon request).
- For all other markets specified below, surcharges may apply if a security is held outside of the local market.
- Straight Through Processing – fees waived.
- Foreign Exchange transactions undertaken through a third party - \$XXXX .
- Tax Reclamation Services may be subject to additional charges depending upon the service level agreed. Tax reclaims that have been outstanding for more than 6 (six) months with the client will be charged \$XXXX per claim.

### Out of Pocket Expenses

- Charges incurred by U.S. Bank, N.A. for local taxes, stamp duties or other local duties and assessments, stock exchange fees, postage and insurance for shipping, facsimile reporting, extraordinary telecommunications fees, proxy services and other shareholder communications or other expenses which are unique to a country in which the client or its clients is investing will be passed along as incurred.
- A surcharge may be added to certain out-of-pocket expenses listed herein to cover handling, servicing and other administrative costs associated with the activities giving rise to such expenses. Also, certain expenses are charged at a predetermined flat rate.
- SWIFT reporting and message fees.

**Exhibit C to the Custody Agreement – Cook and Bynum Funds Trust**

<b>GLOBAL SUB-CUSTODIAL SERVICES</b>							
<b>SAFEKEEPING &amp; TRANSACTION FEES at April, 2012</b>							
<b>Country</b>	<b>Instrument</b>	<b>Safekeeping (BPS)</b>	<b>Transaction Fee</b>	<b>Country</b>	<b>Instrument</b>	<b>Safekeeping (BPS)</b>	<b>Transaction Fee</b>
Argentina	All	12.00	\$XXXX	Lebanon	All	20.00	\$XXXX
Australia	All	1.00	\$XXXX	Lithuania	All	16.00	\$XXXX
Austria	All	1.70	\$XXXX	Luxembourg	All	3.20	\$XXXX
Bahrain	All	40.00	\$XXXX	Malaysia	All	2.90	\$XXXX
Bangladesh	All	32.00	\$XXXX	Mali*	All	32.00	\$XXXX
Belgium	All	1.20	\$XXXX	Malta	All	17.60	\$XXXX
Benin*	All	32.00	\$XXXX	Mauritius	All	24.00	\$XXXX
Bermuda	All	12.00	\$XXXX	Mexico	All	1.50	\$XXXX
Botswana	All	20.00	\$XXXX	Morocco	All	28.00	\$XXXX
Brazil	All	7.20	\$XXXX	Namibia	All	24.00	\$XXXX
Bulgaria	All	32.00	\$XXXX	Netherlands	All	1.50	\$XXXX
Burkina Faso*	All	32.00	\$XXXX	New Zealand	All	2.00	\$XXXX
Canada	All	1.00	\$XXXX	Niger*	All	32.00	\$XXXX
Cayman Islands*	All	0.80	\$XXXX	Nigeria	All	24.00	\$XXXX
Channel Islands*	All	1.20	\$XXXX	Norway	All	1.50	\$XXXX
Chile	All	16.00	\$XXXX	Oman	All	40.00	\$XXXX
China“A” Shares	All	9.60	\$XXXX	Pakistan	All	24.00	\$XXXX
China“B” Shares	All	9.60	\$XXXX	Peru	All	35.00	\$XXXX
Columbia	All	32.00	\$XXXX	Philippines	All	3.90	\$XXXX
Costa Rica	All	12.00	\$XXXX	Poland	All	12.00	\$XXXX
Croatia	All	28.00	\$XXXX	Portugal	All	4.80	\$XXXX
Cyprus*	All	12.00	\$XXXX	Qatar	All	36.00	\$XXXX
Czech Republic	All	9.60	\$XXXX	Romania	All	28.00	\$XXXX
Denmark	All	1.50	\$XXXX	Russia	Equities/Bonds	30.00	\$XXXX
Ecuador	All	28.00	\$XXXX	Russia	MINFINs	12.00	\$XXXX
Egypt	All	25.60	\$XXXX	Senegal*	All	32.00	\$XXXX
Estonia	All	5.60	\$XXXX	Singapore	All	1.50	\$XXXX
Euromarkets(3)	All	1.00	\$XXXX	Slovak Republic	All	20.00	\$XXXX
Finland	All	2.40	\$XXXX	Slovenia	All	20.00	\$XXXX
France	All	1.00	\$XXXX	South Africa	All	1.50	\$XXXX
Germany	All	1.00	\$XXXX	South Korea	All	4.80	\$XXXX
Ghana	All	20.00	\$XXXX	Spain	All	1.00	\$XXXX
Greece	All	7.20	\$XXXX	Sri Lanka	All	12.00	\$XXXX
Guinea Bissau*	All	40.00	\$XXXX	Swaziland	All	24.00	\$XXXX
Hong Kong	All	2.00	\$XXXX	Sweden	All	1.00	\$XXXX
Hungary	All	20.00	\$XXXX	Switzerland	All	1.00	\$XXXX
Iceland	All	12.00	\$XXXX	Taiwan	All	12.00	\$XXXX
India	All	8.00	\$XXXX	Thailand	All	2.90	\$XXXX
Indonesia	All	5.80	\$XXXX	Togo*	All	32.00	\$XXXX
Ireland	All	1.50	\$XXXX	Trinidad & Tobago*	All	24.00	\$XXXX
Israel	All	9.60	\$XXXX	Tunisia	All	32.00	\$XXXX
Italy	All	1.50	\$XXXX	Turkey	All	9.60	\$XXXX
Ivory Coast	All	32.00	\$XXXX	UAE	All	36.00	\$XXXX
Jamaica*	All	28.00	\$XXXX	United Kingdom	All	1.00	\$XXXX
Japan	All	1.00	\$XXXX	Ukraine	All	19.20	\$XXXX

Jordan	All	32.00	\$XXXX	Uruguay	All	40.00	\$XXXX
Kazakhstan	All	48.00	\$XXXX	Venezuela	All	32.00	\$XXXX
Kenya	All	24.00	\$XXXX	Vietnam*	All	32.00	\$XXXX
Latvia	Equities	12.00	\$XXXX	Zambia	All	24.00	\$XXXX
Latvia	Bonds	20.00	\$XXXX				

*\* Additional customer documentation and indemnification will be required prior to establishing accounts in these markets.*

**EXHIBIT D**

**SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION**

**COOK & BYNUM FUNDS TRUST**

The Shareholder Communications Act of 1985 requires banks and trust companies to make an effort to permit direct communication between a company which issues securities and the shareholder who votes those securities.

Unless you specifically require us to NOT release your name and address to requesting companies, we are required by law to disclose your name and address.

Your "yes" or "no" to disclosure will apply to all securities U.S. Bank holds for you now and in the future, unless you change your mind and notify us in writing.

YES

U.S. Bank is authorized to provide the Trust's name, address and security position to requesting companies whose stock is owned by the Trust.

NO

U.S. Bank is NOT authorized to provide the Trust's name, address and security position to requesting companies whose stock is owned by the Trust.

**COOK & BYNUM FUNDS TRUST**

By: /s/Ashley A. Morris

Title: Vice President

Date: May 2, 2012

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## TRANSFER AGENT SERVICING AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 2<sup>nd</sup> day of May, 2012, by and between **COOK & BYNUM FUNDS TRUST**, a Delaware trust (the “Trust”), and **U.S. BANCORP FUND SERVICES, LLC**, a Wisconsin limited liability company (“USBFS”).

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended (the “1940 Act”), as an open-end management investment company, and is authorized to issue shares of beneficial interest in separate series, with each such series representing interests in a separate portfolio of securities and other assets;

WHEREAS, USBFS is, among other things, in the business of administering transfer and dividend disbursing agent functions for the benefit of its customers; and

WHEREAS, the Trust desires to retain USBFS to provide transfer and dividend disbursing agent services to each series of the Trust listed on Exhibit A hereto (as amended from time to time) (each a “Fund” and collectively, the “Funds”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Appointment of USBFS as Transfer Agent**

The Trust hereby appoints USBFS as transfer agent of the Trust on the terms and conditions set forth in this Agreement, and USBFS hereby accepts such appointment and agrees to perform the services and duties set forth in this Agreement. The services and duties of USBFS shall be confined to those matters expressly set forth herein, and no implied duties are assumed by or may be asserted against USBFS hereunder.

**2. Services and Duties of USBFS**

USBFS shall provide the following transfer agent and dividend disbursing agent services to the Fund:

- A. Receive and process all orders for the purchase, exchange, and/or redemption of Fund shares in accordance with Rule 22c-1 under the 1940 Act, other applicable regulations, and as specified in the Fund’s prospectus (the “Prospectus”).
- B. Process purchase orders with prompt delivery, where appropriate, of payment and supporting documentation to the shareholder based on the shareholder’s or the Trust’s custodian instructions, and record the appropriate number of shares being held in the appropriate shareholder account.
- C. Process redemption requests received in good order and, where relevant, deliver appropriate documentation to the Trust’s custodian.

- D. Pay proceeds upon receipt from the Trust's custodian, where relevant, in accordance with the instructions of redeeming shareholders.
- E. Process transfers of shares in accordance with the shareholder's instructions, after receipt of appropriate documentation from the shareholder as specified in the Prospectus.
- F. Prepare and transmit payments, or apply reinvestments for income dividends and capital gains distributions declared by the Trust with respect to a Fund, after deducting any amount required to be withheld by any applicable laws, rules and regulations and in accordance with shareholder instructions.
- G. Serve as the Fund's agent in connection with systematic plans including, but not limited to, systematic withdrawal plans and systematic exchange plans.
- H. Make changes to shareholder records, including, but not limited to, address and plan changes (e.g., systematic investment and withdrawal, dividend reinvestment).
- I. Handle load and multi-class processing, including rights of accumulation and purchases by letters of intent in accordance with the Prospectus.
- J. Record the issuance of shares of each Fund and maintain, pursuant to Rule 17Ad-10(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), a record of the total number of shares of each Fund which are authorized, issued and outstanding.
- K. Prepare ad-hoc reports as necessary at prevailing rates.
- L. Mail shareholder reports and Prospectuses to current shareholders.
- M. Prepare and file U.S. Treasury Department Forms 1099 and other appropriate information returns required with respect to dividends and distributions for all shareholders.
- N. Provide shareholder account information upon shareholder or Trust requests and prepare and mail confirmations and statements of account to shareholders for all purchases, redemptions and other confirmable transactions as agreed upon with the Trust.
- O. Mail and/or obtain shareholders' certifications under penalties of perjury and pay on a timely basis to the appropriate federal authorities any taxes to be withheld on dividends and distributions paid by the Trust, all as required by applicable federal and state tax laws and regulations.
- P. Provide the total number of shares of each Fund sold in each state to enable the Trust to monitor such sales for blue sky purposes; provided that the Trust, not USBFS, is responsible for ensuring that shares are not sold in violation of any requirement under the securities laws or regulations of any state.

- Q. Answer correspondence from shareholders, securities brokers and others relating to USBFS's duties hereunder within required time periods established by applicable regulation.
- R. Reimburse the Fund for all material losses resulting from "as of" processing errors for which USBFS is responsible in accordance with the "as of" processing guidelines set forth on Exhibit B hereto.
- S. Calculate average assets held in shareholder accounts for purposes of paying Rule 12b-1 and/or shareholder servicing fees as directed by a Fund.
- T. Provide service and support to financial intermediaries including but not limited to trade placements, settlements and corrections.

### 3. Additional Services to be Provided by USBFS

- A. If the Trust so elects, by including the service it wishes to receive in its fee schedule, USBFS shall provide the following services that are further described and that may be subject to additional terms and conditions specified in their respective exhibits, as such may be amended from time to time:

- Internet Access, Fan Web, Vision Mutual Fund Gateway (Exhibit C)

The Trust hereby acknowledges that exhibits are an integral part of this Agreement and, to the extent services included in Exhibit C are selected by the Trust, such services shall also be subject to the terms and conditions of this Agreement. To the extent the terms and conditions of this Agreement conflict with the terms and conditions included in Exhibit C, the exhibits shall control. The provisions of Exhibit C, as applicable, shall continue in effect for as long as this Agreement remains in effect, unless sooner terminated pursuant to Section 13 hereof.

- B. USBFS shall allow the Trust access to various fund data, systems, industry information and processes as the parties may agree to from time to time, through Mutual Fund eXchange ("MFx"), subject to the terms of this Agreement and the additional terms and conditions contained in the on-line MFx access agreement to be entered into upon accessing MFx for the first time. USBFS shall enable the Trust to access MFx services by supplying the Trust with necessary software, training, information and connectivity support as mutually agreed upon, all of which shall constitute confidential knowledge and information of USBFS and shall be used by the Trust only as necessary to access MFx services pursuant to this Agreement. The Trust shall provide for the security of all codes and system access mechanisms relating to MFx provided to it by USBFS and implement such security procedures and/or devices to ensure the integrity of MFx. The Trust hereby understands that USBFS will perform periodic maintenance to the MFx hardware and software being accessed, which may cause temporary service interruptions. USBFS shall notify the Trust of all planned outages and, to the extent possible, will perform any necessary maintenance during non-business hours.

The Trust hereby acknowledges that all programs, software, manuals and other written information relating to MFx access provided by USBFS pursuant to this Agreement shall remain the exclusive property of USBFS at all times.

The Trust acknowledges that it is responsible for determining the suitability and accuracy of the information obtained through its access to MFx. USBFS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY AND ACCURACY OF FUND DATA, SYSTEMS, INDUSTRY INFORMATION AND PROCESSES ACCESSED THROUGH MFx. However, USBFS will assist the Trust in verifying the accuracy of any of the information made available to the Trust through MFx and covered by this Agreement.

In the event of termination of this Agreement, in addition to the requirements set forth in Section 14 hereof, the Trust shall immediately end its access to MFx and return all codes, system access mechanisms, programs, manuals and other written information to USBFS, and shall destroy or erase all such information on any diskettes or other storage medium, unless such access continues to be permitted pursuant to a separate agreement.

#### **4. Lost Shareholder Due Diligence Searches and Servicing**

The Trust hereby acknowledges that USBFS has an arrangement with an outside vendor to conduct lost shareholder searches required by Rule 17Ad-17 under the Securities Exchange Act of 1934, as amended. Costs associated with such searches will be passed through to the Trust as an out-of-pocket expense in accordance with the fee schedule set forth in Exhibit E hereto. If a shareholder remains lost and the shareholder's account unresolved after completion of the mandatory Rule 17Ad-17 search, the Trust hereby authorizes vendor to enter, at its discretion, into fee sharing arrangements with the lost shareholder (or such lost shareholder's representative or executor) to conduct a more in-depth search in order to locate the lost shareholder before the shareholder's assets escheat to the applicable state. The Trust hereby acknowledges that USBFS is not a party to these arrangements and does not receive any revenue sharing or other fees relating to these arrangements. Furthermore, the Trust hereby acknowledges that vendor may receive up to 35% of the lost shareholder's assets as compensation for its efforts in locating the lost shareholder.

#### **5. Anti-Money Laundering and Red Flag Identity Theft Prevention Programs**

The Trust acknowledges that it has had an opportunity to review, consider and comment upon the written procedures provided by USBFS describing various tools used by USBFS which are designed to promote the detection and reporting of potential money laundering activity by monitoring certain aspects of shareholder activity as well as written procedures for verifying a customer's identity (collectively, the "Procedures"). Further, the Trust has determined that the Procedures, as part of the Trust's overall anti-money laundering program and Red Flag Identity Theft Prevention program, are reasonably designed to prevent the Fund from being used for money laundering or the financing of terrorist activities and to achieve compliance with the applicable provisions of the Fair and Accurate Credit Transactions Act of 2003 and the USA Patriot Act of 2001 and the implementing regulations thereunder.

Based on this determination, the Trust hereby instructs and directs USBFS to implement the Procedures on the Trust's behalf, as such may be amended or revised from time to time. It is contemplated that these Procedures will be amended from time to time by the parties as additional regulations are adopted and/or regulatory guidance is provided relating to the Trust's anti-money laundering and identity theft responsibilities.

USBFS agrees to provide to the Trust:

- A. Prompt written notification of any transaction or combination of transactions that USBFS believes, based on the Procedures, evidence money laundering or identity theft activities in connection with the Trust or any shareholder of the Fund;
- B. Prompt written notification of any customer(s) that USBFS reasonably believes, based upon the Procedures, to be engaged in money laundering or identity theft activities, provided that the Trust agrees not to communicate this information to the customer;
- C. Any reports received by USBFS from any government agency or applicable industry self-regulatory organization pertaining to USBFS's anti-money laundering monitoring or the Red Flag Identity Theft Prevention Program on behalf of the Trust;
- D. Prompt written notification of any action taken in response to anti-money laundering violations or identity theft activity as described in (a), (b) or (c); and
- E. Certified annual and quarterly reports of its monitoring and customer identification activities on behalf of the Trust.

The Trust hereby directs, and USBFS acknowledges, that USBFS shall (i) permit federal regulators access to such information and records maintained by USBFS and relating to USBFS's implementation of the Procedures, on behalf of the Trust, as they may request, and (ii) permit such federal regulators to inspect USBFS's implementation of the Procedures on behalf of the Trust.

## 6. Compensation

USBFS shall be compensated for providing the services set forth in this Agreement in accordance with the fee schedule set forth on Exhibit D hereto (as amended from time to time). USBFS shall also be compensated for such out-of-pocket expenses (e.g., telecommunication charges, postage and delivery charges, and reproduction charges) as are reasonably incurred by USBFS in performing its duties hereunder. USBFS shall also be compensated for any increases in costs due to the adoption of any new or amended industry, regulatory or other applicable rules. The Trust shall pay all such fees and reimbursable expenses within 30 calendar days following receipt of the billing notice, except for any fee or expense subject to a good faith dispute. The Trust shall notify USBFS in writing within 30 calendar days following receipt of each invoice if the Trust is disputing any amounts in good faith. The Trust shall pay such disputed amounts within 10 calendar days of the day on which the parties agree to the amount to be paid. With the exception of any fee or expense the Trust is disputing in good faith as set forth above, unpaid invoices shall accrue a finance charge of 1½% per month after the due date. Notwithstanding anything to the contrary, amounts owed by the Trust to USBFS shall only be paid out of assets and property of the particular Fund involved.

## 7. Representations and Warranties

A. The Trust hereby represents and warrants to USBFS, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;
- (2) This Agreement has been duly authorized, executed and delivered by the Trust in accordance with all requisite action and constitutes a valid and legally binding obligation of the Trust, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties;
- (3) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement; and
- (4) A registration statement under the 1940 Act and the Securities Act of 1933, as amended, will be made effective prior to the effective date of this Agreement and will remain effective during the term of this Agreement, and appropriate state securities law filings will be made prior to the effective date of this Agreement and will continue to be made during the term of this Agreement as necessary to enable the Trust to make a continuous public offering of its shares.

B. USBFS hereby represents and warrants to the Trust, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

(1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;

(2) This Agreement has been duly authorized, executed and delivered by USBFS in accordance with all requisite action and constitutes a valid and legally binding obligation of USBFS, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties;

(3) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement; and

(4) It is a registered transfer agent under the Exchange Act.

## 8. Standard of Care; Indemnification; Limitation of Liability

A. USBFS shall exercise reasonable care in the performance of its duties under this Agreement. USBFS shall not be liable for any loss suffered by the Trust in connection with its duties under this Agreement, including losses resulting from mechanical breakdowns or the failure of communication or power supplies beyond USBFS's control, except a loss arising out of or relating to USBFS's refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. Notwithstanding any other provision of this Agreement, if USBFS has exercised reasonable care in the performance of its duties under this Agreement, the Trust shall indemnify and hold harmless USBFS from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that USBFS may sustain or incur or that may be asserted against USBFS by any person arising out of any action taken or omitted to be taken by it in performing the services hereunder (i) in accordance with the foregoing standards, or (ii) in reliance upon any written or oral instruction provided to USBFS by any duly authorized officer of the Trust, as approved by the Board of Trustees of the Trust (the "Board of Trustees"); except for any and all claims, demands, losses, expenses, and liabilities arising out of or relating to USBFS's refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of the Trust, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "USBFS" shall include USBFS's directors, officers and employees.

USBFS shall indemnify and hold the Trust harmless from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that the Trust may sustain or incur or that may be asserted against the Trust by any person arising out of any action taken or omitted to be taken by USBFS as a result of USBFS's refusal or failure to comply with the terms of this Agreement, or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of USBFS, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "Trust" shall include the Trust's directors, officers and employees.

Neither party to this Agreement shall be liable to the other party for consequential, special or punitive damages under any provision of this Agreement.

In the event of a mechanical breakdown or failure of communication or power supplies beyond its control, USBFS shall take all reasonable steps to minimize service interruptions for any period that such interruption continues. USBFS will make every reasonable effort to restore any lost or damaged data and correct any errors resulting from such a breakdown at the expense of USBFS. USBFS agrees that it shall, at all times, have reasonable contingency plans with appropriate parties, making reasonable provision for emergency use of electrical data processing equipment to the extent appropriate equipment is available. Representatives of the Trust shall be entitled to inspect USBFS's premises and operating capabilities at any time during regular business hours of USBFS, upon reasonable notice to USBFS. Moreover, USBFS shall provide the Trust, at such times as the Trust may reasonably require, copies of reports rendered by independent accountants on the internal controls and procedures of USBFS relating to the services provided by USBFS under this Agreement.

Notwithstanding the above, USBFS reserves the right to reprocess and correct administrative errors at its own expense.

B. In order that the indemnification provisions contained in this Section shall apply, it is understood that if in any case the indemnitor may be asked to indemnify or hold the indemnitee harmless, the indemnitor shall be fully and promptly advised of all pertinent facts concerning the situation in question, and it is further understood that the indemnitee will use all reasonable care to notify the indemnitor promptly concerning any situation that presents or appears likely to present the probability of a claim for indemnification. The indemnitor shall have the option to defend the indemnitee against any claim that may be the subject of this indemnification. In the event that the indemnitor so elects, it will so notify the indemnitee and thereupon the indemnitor shall take over complete defense of the claim, and the indemnitee shall in such situation initiate no further legal or other expenses for which it shall seek indemnification under this Section. The indemnitee shall in no case confess any claim or make any compromise in any case in which the indemnitor will be asked to indemnify the indemnitee except with the indemnitor's prior written consent.

- C. The indemnity and defense provisions set forth in this Section 8, and in Exhibit C, if applicable, shall indefinitely survive the termination and/or assignment of this Agreement.
- D. If USBFS is acting in another capacity for the Trust pursuant to a separate agreement, nothing herein shall be deemed to relieve USBFS of any of its obligations in such other capacity.

**9. Data Necessary to Perform Services**

The Trust or its agent shall furnish to USBFS the data necessary to perform the services described herein at such times and in such form as mutually agreed upon.

**10. Proprietary and Confidential Information**

USBFS agrees on behalf of itself and its directors, officers, and employees to treat confidentially and as proprietary information of the Trust, all records and other information relative to the Trust and prior, present, or potential shareholders of the Trust (and clients of said shareholders), and not to use such records and information for any purpose other than the performance of its responsibilities and duties hereunder, except (i) after prior notification to and approval in writing by the Trust, which approval shall not be unreasonably withheld and may not be withheld where USBFS may be exposed to civil or criminal contempt proceedings for failure to comply, (ii) when requested to divulge such information by duly constituted authorities, or (iii) when so requested by the Trust. Records and other information which have become known to the public through no wrongful act of USBFS or any of its employees, agents or representatives, and information that was already in the possession of USBFS prior to receipt thereof from the Trust or its agent, shall not be subject to this paragraph.

Further, USBFS will adhere to the privacy policies adopted by the Trust pursuant to Title V of the Gramm-Leach-Bliley Act, as may be modified from time to time. In this regard, USBFS shall have in place and maintain physical, electronic and procedural safeguards reasonably designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to or use of, records and information relating to the Trust and its shareholders.

## **11. Records**

USBFS shall keep records relating to the services to be performed hereunder in the form and manner, and for such period, as it may deem advisable and is agreeable to the Trust, but not inconsistent with the rules and regulations of appropriate government authorities, in particular, Section 31 of the 1940 Act and the rules thereunder. USBFS agrees that all such records prepared or maintained by USBFS relating to the services to be performed by USBFS hereunder are the property of the Trust and will be preserved, maintained, and made available in accordance with such applicable sections and rules of the 1940 Act and will be promptly surrendered to the Trust or its designee on and in accordance with its request.

## **12. Compliance with Laws**

The Trust has and retains primary responsibility for all compliance matters relating to the Fund, including but not limited to compliance with the 1940 Act, the Internal Revenue Code of 1986, the Sarbanes-Oxley Act of 2002, the USA Patriot Act of 2001 and the policies and limitations of the Fund relating to its portfolio investments as set forth in its Prospectus and statement of additional information. USBFS's services hereunder shall not relieve the Trust of its responsibilities for assuring such compliance or the Board of Trustees' oversight responsibility with respect thereto.

## **13. Term of Agreement; Amendment**

This Agreement shall become effective as of the date first written above and will continue in effect for a period of three (3) years. This Agreement may be terminated by either party upon giving 90 days prior written notice to the other party or such shorter period as is mutually agreed upon by the parties. Notwithstanding the foregoing, this Agreement may be terminated by any party upon the breach of the other party of any material term of this Agreement if such breach is not cured within 15 days of notice of such breach to the breaching party. This Agreement may not be amended or modified in any manner except by written agreement executed by USBFS and the Trust and authorized or approved by the Board of Trustees. The provisions of this Section 13 shall also apply to Exhibit C.

## **14. Duties in the Event of Termination**

In the event that, in connection with termination, a successor to any of USBFS's duties or responsibilities hereunder is designated by the Trust by written notice to USBFS, USBFS will promptly, upon such termination and at the expense of the Trust, transfer to such successor all relevant books, records, correspondence, and other data established or maintained by USBFS under this Agreement in a form reasonably acceptable to the Trust (if such form differs from the form in which USBFS has maintained the same, the Trust shall pay any expenses associated with transferring the data to such form), and will cooperate in the transfer of such duties and responsibilities, including provision for assistance from USBFS's personnel in the establishment of books, records, and other data by such successor. If no such successor is designated, then such books, records and other data shall be returned to the Trust.

**15. Early Termination**

In the absence of any material breach of this Agreement, should the Trust elect to terminate this Agreement prior to the end of the term, the Trust agrees to pay the following fees:

- a. One half of all monthly fees through the life of the Agreement, including the rebate of any negotiated discounts and conversion costs from the prior service provider;
- b. all fees associated with converting services to successor service provider;
- c. all fees associated with any record retention and/or tax reporting obligations that may not be eliminated due to the conversion to a successor service provider;
- d. all out-of-pocket costs associated with a-c above.

In the event the Trust elects to cease operation of the Fund prior to the 18<sup>th</sup> month anniversary of the effective date of this Agreement, the Trust will pay USBFS all monthly fees remaining from the month the Trust ceases operations to the 18<sup>th</sup> month anniversary of the Agreement. In the event the Trust elects to cease operations after the 18<sup>th</sup> month anniversary of this Agreement, no fees shall be payable thereafter under this Agreement.

**16. Assignment**

This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by the Trust without the written consent of USBFS, or by USBFS without the written consent of the Trust, accompanied by the authorization or approval of the Trust's Board of Trustees.

**17. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. 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, and nothing herein shall be construed in a manner inconsistent with the 1940 Act or any rule or order of the Securities and Exchange Commission thereunder.

**18. No Agency Relationship**

Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.

**19. Services Not Exclusive**

Nothing in this Agreement shall limit or restrict USBFS from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

**20. Invalidity**

Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

**21. Notices**

Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been given on the date delivered personally or by courier service, or three days after sent by registered or certified mail, postage prepaid, return receipt requested, or on the date sent and confirmed received by facsimile transmission to the other party's address set forth below:

Notice to USBFS shall be sent to:

U.S. Bancorp Fund Services, LLC  
615 East Michigan Street  
Milwaukee, WI 53202

and notice to the Trust shall be sent to:

Cook & Bynum Capital Management, LLC.  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

**22. Multiple Originals**

This Agreement may be executed on two or more counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

**23. Entire Agreement**

This Agreement, together with any exhibits, attachments, appendices or schedules expressly referenced herein, sets forth the sole and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto, whether written or oral, between the parties.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer on one or more counterparts as of the date first above written.

**COOK & BYNUM FUNDS TRUST**

**U.S. BANCORP FUND SERVICES, LLC**

By: /s/Ashley A. Morris  
Name: Ashley A. Morris  
Title: Vice President

By: /s/Michael R. McVoy  
Name: Michael R. McVoy  
Title: Executive Vice President

**Exhibit A  
to the  
Transfer Agent Servicing Agreement**

**Fund Names**

Separate Series of Cook & Bynum Funds Trust

**Name of Series**

The Cook & Bynum Fund    Date Added

**Exhibit B**  
**to the**  
**Transfer Agent Servicing Agreement**

**As Of Processing Policy**

USBFS will reimburse each Fund for any Net Material Loss that may exist on the Fund's books and for which USBFS is responsible, at the end of each calendar month. "Net Material Loss" shall be defined as any remaining loss, after netting losses against any gains, which impacts a Fund's net asset value per share by more than ½ cent. Gains and losses will be reflected on the Fund's daily share sheet, and the Fund will be reimbursed for any Net Material Loss on a monthly basis. USBFS will reset the as of ledger each calendar month so that any losses which do not exceed the materiality threshold of ½ cent will not be carried forward to the next succeeding month. USBFS will notify the advisor to the Fund on the daily share sheet of any losses for which the advisor may be held accountable.

**Exhibit C**  
**to the**  
**Transfer Agent Servicing Agreement**

**INTERNET ACCESS SERVICES**

**1. Services Covered**

USBFS shall make the following electronic, interactive and processing services (“Electronic Services”) available to the Trust in accordance with the terms of this Exhibit C:

- A. Fan Web – Shareholder internet access by shareholders to their shareholder account information and investment transaction capabilities. Internet service is connected directly to the Trust group’s web site(s) through a transparent hyperlink. Shareholders can access, among other information, account information and portfolio listings within the Trust’s Funds, view their transaction history, and purchase additional shares through the Automated Clearing House (“ACH”).
- B. Vision Mutual Fund Gateway – Permits broker/dealers, financial planners, and registered investment advisors to use a web-based system to perform order and account inquiry, execute trades, print applications, review Prospectuses, and establish new accounts.

**2. Duties and Responsibilities of USBFS**

USBFS shall:

- A. Make Electronic Services available 24 hours a day, 7 days a week, subject to scheduled maintenance and events outside of USBFS’s reasonable control. Unless an emergency is encountered, no routine maintenance will occur during the hours of 8:00 a.m. to 3:00 p.m. Central Time.
- B. Provide installation services, which shall include review and approval of the Trust’s network requirements, recommending method of establishing (and, as applicable, cooperate with the Trust to implement and maintain) a hypertext link between the Electronic Services site and the Trust’s web site(s) and testing the network connectivity and performance.
- C. Maintain and support the Electronic Services, which shall include providing error corrections, minor enhancements and interim upgrades to the Electronic Services that are made generally available to the Electronic Services customers and providing help desk support to provide assistance to the Trust’s employees and agents with their use of the Electronic Services. Maintenance and support, as used herein, shall not include (i) access to or use of any substantial added functionality, new interfaces, new architecture, new platforms, new versions or major development efforts, unless made generally available by USBFS to the Electronic Services customers, as determined solely by USBFS or (ii) maintenance of customized features.

- D. Establish systems to guide, assist and permit End Users (as defined below) who access the Electronic Services site from the Trust's web site(s) to electronically perform inquiries and create and transmit transaction requests to USBFS.
- E. Address and mail, at the Trust's expense, notification and promotional mailings and other communications provided by the Trust to shareholders regarding the availability of the Electronic Services.
- F. Issue to each shareholder, financial adviser or other person or entity who desires to make inquiries concerning the Trust or perform transactions in accounts with the Trust using any of the Electronic Services (the "End User") a unique personal identification number ("PIN") for authentication purposes, which may be changed upon an End User's reasonable request in accordance with policies to be determined by USBFS and the Trust. USBFS will require the End User to provide his/her PIN in order to access the Electronic Services.
- G. Prepare and process new account applications received through the Electronic Services from shareholders determined by the Trust to be eligible for such services and in connection with such, the Trust agrees as follows:
- (1) to permit the establishment of shareholder bank account information over the Internet in order to facilitate purchase activity through ACH; and
  - (2) the Trust shall be responsible for any resulting gain/loss liability associated with the ACH process.
- H. Provide the End User with a transaction confirmation number for each completed purchase, redemption, or exchange of the Trust's shares upon completion of the transaction.
- I. Utilize encryption and secure transport protocols intended to prevent fraud and ensure confidentiality of End User accounts and transactions. In no event shall USBFS use encryption weaker than 128-bit or any stronger technology industry standard that becomes common for used in similar applications. USBFS will take reasonable actions, including periodic scans of Internet interfaces and the Electronic Services, to protect the Internet web site that provides the Electronic Services and related network, against viruses, worms and other data corruption or disabling devices, and unauthorized, fraudulent or illegal use, by using appropriate anti-virus and intrusion detection software and by adopting such other security procedures as may be necessary.

- J. Inform the Trust promptly of any malfunctions, problems, errors or service interruptions with respect to the Electronic Services of which USBFS becomes aware.
- K. Exercise reasonable efforts to maintain all on-screen disclaimers and copyright, trademark and service mark notifications, if any, provided by the Trust to USBFS in writing from time to time, and all “point and click” features of the Electronic Services relating to shareholder acknowledgment and acceptance of such disclaimers and notifications.
- L. Establish and provide to the Trust written procedures, which may be amended from time to time by USBFS with the written consent of the Trust, regarding End User access to the Electronic Services. Such written procedures shall establish security standards for the Electronic Services, including, without limitation:
- (1) Encryption/secure transport protocols.
  - (2) End User lockout standards (e.g., lockout after three unsuccessful attempts to gain access to the Electronic Services).
  - (3) PIN issuance and reissuance standards.
  - (4) Access standards, including limits on access to End Users whose accounts are coded for privilege.
  - (5) Automatic logoff standards (e.g., if the session is inactive for longer than 15 minutes).
- M. Provide the Trust with daily reports of transactions listing all purchases or transfers made by each End User separately. USBFS shall also furnish the Trust with monthly reports summarizing shareholder inquiry and transaction activity without listing all transactions.
- N. Annually engage a third party to audit its internal controls for the Electronic Services and compliance with all guidelines for the Electronic Services included herein and provide the Trust with a copy of the auditor’s report promptly.
- O. Maintain its systems and perform its duties and obligations hereunder in accordance with all applicable laws, rules and regulations.

### **3. Duties and Responsibilities of the Trust**

The Trust assumes exclusive responsibility for the consequences of any instructions it may give to USBFS, for the Trust’s or End Users’ failure to properly access the Electronic Services in the manner prescribed by USBFS, and for the Trust’s failure to supply accurate information to USBFS.

Also, the Trust shall:

- A. Revise and update the applicable Prospectus(es) and other pertinent materials, such as user agreements with End Users, to include the appropriate consents, notices and disclosures for Electronic Services, including disclaimers and information reasonably requested by USBFS.
- B. Be responsible for designing, developing and maintaining one or more web sites for the Trust through which End Users may access the Electronic Services, including provision of software necessary for access to the Internet, which must be acquired from a third-party vendor. Such web sites shall have the functionality necessary to facilitate, implement and maintain the hypertext links to the Electronic Services and the various inquiry and transaction web pages. The Trust shall provide USBFS with the name of the host of the Trust's web site server and shall notify USBFS of any change to the Trust's web site server host.
- C. Provide USBFS with such information and/or access to the Trust's web site(s) as is necessary for USBFS to provide the Electronic Services to End Users.
- D. Promptly notify USBFS of any problems or errors with the applicable Electronic Services of which the Trust becomes aware or any changes in policies or procedures of the Trust requiring changes to the Electronic Services.

#### **4. Additional Representation and Warranty**

The parties hereby warrant that neither party shall knowingly insert into any interface, other software, or other program provided by such party to the other hereunder, or accessible on the Electronic Services site or Trust's web site(s), as the case may be, any "back door," "time bomb," "Trojan Horse," "worm," "drop dead device," "virus" or other computer software code or routines or hardware components designed to disable, damage or impair the operation of any system, program or operation hereunder. For failure to comply with this warranty, the non-complying party shall immediately replace all copies of the affected work product, system or software. All costs incurred with replacement including, but not limited to, cost of media, shipping, deliveries and installation, shall be borne by such party.

#### **5. Proprietary Rights**

- A. Each party acknowledges and agrees that it obtains no rights in or to any of the software, hardware, processes, trade secrets, proprietary information or distribution and communication networks of the other hereunder. Any software, interfaces or other programs a party provides to the other hereunder shall be used by such receiving party only in accordance with the provisions of this Exhibit C. Any interfaces, other software or other programs developed by one party shall not be used directly or indirectly by or for the other party or any of its affiliates to connect such receiving party or any affiliate to any other person, without the first party's prior written approval, which it may give or withhold in its sole discretion. Except in the normal course of business and in conformity with Federal copyright law or with the other party's consent, neither party nor any of its affiliates shall disclose, use, copy, decompile or reverse engineer any software or other programs provided to such party by the other in connection herewith.

The Trust's web site(s) and the Electronic Services site may contain certain intellectual property, including, but not limited to, rights in copyrighted works, trademarks and trade dress that is the property of the other party. Each party retains all rights in such intellectual property that may reside on the other party's web site, not including any intellectual property provided by or otherwise obtained from such other party. To the extent the intellectual property of one party is cached to expedite communication, such party grants to the other a limited, non-exclusive, non-transferable license to such intellectual property for a period of time no longer than that reasonably necessary for the communication. To the extent that the intellectual property of one party is duplicated within the other party's web site to replicate the "look and feel," "trade dress" or other aspect of the appearance or functionality of the first site, that party grants to the other a limited, non-exclusive, non-transferable license to such intellectual property for the period during which this Exhibit C is in effect. This license is limited to the intellectual property needed to replicate the appearance of the first site and does not extend to any other intellectual property owned by the owner of the first site. Each party warrants that it has sufficient right, title and interest in and to its web site and its intellectual property to enter into these obligations, and that to its knowledge, the license hereby granted to the other party does not and will not infringe on any U.S. patent, copyright or other proprietary right of a third party.

B.

Each party agrees that the nonbreaching party would not have an adequate remedy at law in the event of the other party's breach or threatened breach of its obligations under this Section of this Exhibit C and that the nonbreaching party would suffer irreparable injury and damage as a result of any such breach. Accordingly, in the event either party breaches or threatens to breach the obligations set forth in this Section of this Exhibit C, in addition to and not in lieu of any legal or other remedies a party may pursue hereunder or under applicable law, each party hereby consents to the granting of equitable relief (including the issuance of a temporary restraining order, preliminary injunction or permanent injunction) against it by a court of competent jurisdiction, without the necessity of proving actual damages or posting any bond or other security therefor, prohibiting any such breach or threatened breach. In any proceeding upon a motion for such equitable relief, a party's ability to answer in damages shall not be interposed as a defense to the granting of such equitable relief. The provisions of this Section relating to equitable relief shall survive termination of the provision of services set forth in this Exhibit C.

C.

## 6. Compensation

USBFS shall be compensated for providing the Electronic Services in accordance with the fee schedule set forth in Exhibit D (as amended from time to time).

## 7. Additional Indemnification; Limitation of Liability

A. Subject to Section 2(A), USBFS CANNOT AND DOES NOT GUARANTEE AVAILABILITY OF THE ELECTRONIC SERVICES. Accordingly, USBFS's sole liability to the Trust or any third party (including End Users) for any claims, notwithstanding the form of such claims (e.g., contract, negligence, or otherwise), arising out of the delay of or interruption in the Electronic Services to be provided by USBFS hereunder shall be to use its best reasonable efforts to commence or resume the Electronic Services as promptly as is reasonably possible.

B. USBFS shall, at its sole cost and expense, defend, indemnify, and hold harmless the Trust and its directors, officers and employees from and against any and all claims, demands, losses, expenses and liabilities of any and every nature (including reasonable attorneys' fees) arising out of or relating to (a) any infringement, or claim of infringement, of any United States patent, trademark, copyright, trade secret, or other proprietary rights based on the use or potential use of the Electronic Services and (b) the provision of the Trust Files (as defined below) or Confidential Information (as defined below) to a person other than a person to whom such information may be properly disclosed hereunder.

C. If an injunction is issued against the Trust's use of the Electronic Services by reason of infringement of a patent, copyright, trademark, or other proprietary rights of a third party, USBFS shall, at its own option and expense, either (i) procure for the Trust the right to continue to use the Electronic Services on substantially the same terms and conditions as specified hereunder, or (ii) after notification to the Trust, replace or modify the Electronic Services so that they become non-infringing, provided that, in the Trust's judgment, such replacement or modification does not materially and adversely affect the performance of the Electronic Services or significantly lessen their utility to the Trust. If in the Trust's judgment, such replacement or modification does materially adversely affect the performance of the Electronic Services or significantly lessen their utility to the Trust, the Trust may terminate all rights and responsibilities under this Exhibit C immediately on written notice to USBFS.

D. Because the ability of USBFS to deliver Electronic Services is dependent upon the Internet and equipment, software, systems, data and services provided by various telecommunications carriers, equipment manufacturers, firewall providers and encryption system developers and other vendors and third parties, USBFS shall not be liable for delays or failures to perform its obligations hereunder to the extent that such delays or failures are attributable to circumstances beyond its reasonable control which interfere with the delivery of the Electronic Services by means of the Internet or any of the equipment, software and services which support the Internet provided by such third parties. USBFS shall also not be liable for the actions or omissions of any third party wrongdoers (i.e., hackers not employed by USBFS or its affiliates) or of any third parties involved in the Electronic Services and shall not be liable for the selection of any such third party, unless USBFS selected the third party in bad faith or in a grossly negligent manner.

E. USBFS shall not be responsible for the accuracy of input material from End Users nor the resultant output derived from inaccurate input. The accuracy of input and output shall be judged as received at USBFS's data center as determined by the records maintained by USBFS.

F. Notwithstanding anything to the contrary contained herein, USBFS shall not be obligated to ensure or verify the accuracy or actual receipt, or the transmission, of any data or information contained in any transaction via the Electronic Services or the consummation of any inquiry or transaction request not actually reviewed by USBFS.

**8. File Security and Retention; Confidentiality**

A. USBFS and its agents will provide reasonable security provisions to ensure that unauthorized third parties do not have access to the Trust's data bases, files, and other information provided by the Trust to USBFS for use with the Electronic Services, the names of End Users or End User transaction or account data (collectively, "Trust Files"). USBFS's security provisions with respect to the Electronic Services, the Trust's web site(s) and the Trust Files will be no less protected than USBFS's security provisions with respect to its own proprietary information. USBFS agrees that any and all Trust Files maintained by USBFS for the Trust hereunder shall be available for inspection by the Trust's regulatory authorities during regular business hours, upon reasonable prior written notice to USBFS, and will be maintained and retained in accordance with applicable requirements of the 1940 Act. USBFS will take such actions as are necessary to protect the intellectual property contained within the Trust's web site(s) or any software, written materials, or pictorial materials describing or creating the Trust's web site(s), including all interface designs or specifications. USBFS will take such actions as are reasonably necessary to protect all rights to the source code and interface of the Trust's web site(s). In addition, USBFS will not use, or permit the use of, names of End Users for the purpose of soliciting any business, product, or service whatsoever except where the communication is necessary and appropriate for USBFS's delivery of the Electronic Services.

B. USBFS shall treat as confidential and not disclose or otherwise make available any of the Trust's lists, information, trade secrets, processes, proprietary data, information or documentation (collectively, the "Confidential Information"), in any form, to any person other than agents, employees or consultants of USBFS. USBFS will instruct its agents, employees and consultants who have access to the Confidential Information to keep such information confidential by using the same care and discretion that USBFS uses with respect to its own confidential property and trade secrets. Upon termination of the rights and responsibilities described in this Exhibit C for any reason and upon the Trust's request, USBFS shall return to the Trust, or destroy and certify that it has destroyed, any and all copies of the Confidential Information which are in its possession.

C. Notwithstanding the above, USBFS will not have an obligation of confidentiality under this Section with regard to information that (1) was known to it prior to disclosure hereunder, (2) is or becomes publicly available other than as a result of a breach hereof, (3) is disclosed to it by a third party not subject to a duty of confidentiality, or (4) is required to be disclosed under law or by order of court or governmental agency.

**9. Warranties**

EXCEPT AS OTHERWISE PROVIDED IN THIS EXHIBIT, THE ELECTRONIC SERVICES ARE PROVIDED BY USBFS “AS IS” ON AN “AS-AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, AND USBFS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRONIC SERVICES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**10. Duties in the Event of Termination**

In the event of termination of the services provided pursuant to this Exhibit C, (i) End Users will no longer be able to access the Electronic Services and (ii) the Trust will return all codes, system access mechanisms, programs, manuals and other written information provided to it by USBFS in connection with the Electronic Services provided hereunder, and shall destroy or erase all such information on any diskettes or other storage medium.

**Exhibit D to the Transfer Agent Servicing Agreement – Cook & Bynum Funds Trust**

**TRANSFER AGENT, SHAREHOLDER & ACCOUNT SERVICES  
FEE SCHEDULE at April, 2012**

**Annual Service Charges to the Fund\***

- Base Fee Per CUSIP \$XXXX/year 1
- Base Fee Per CUSIP \$XXXX /year 2 and thereafter
- NSCC Level 3 Accounts \$XXXX/open account
- No-Load Fund Accounts \$XXXX/open account\
- Closed Accounts \$XXXX /closed account

**Activity Charges**

- Manual Shareholder Transaction & Correspondence \$XXXX/event
- Omnibus Account Transaction \$XXXX /transaction
- Telephone Calls \$XXXX/minute
- Voice Response Calls \$XXXX /call
- Daily Valuation/Manual 401k Trade \$XXXX /trade

**FAN Web Select (Fund Groups under 50,000 open accounts)**

- Annual Base Fee - \$XXXX/year (discounted to \$XXXX in year 1)
- Customization - \$XXX/hour
- Activity (Session) Fees:
  - Inquiry - \$XXX /event
  - Account Maintenance - \$XXXX/event
  - Transaction – financial transactions, reorder statements, etc. - \$XXXX/event
  - New Account Setup - \$XXXX/event (Not available with FAN Web Select)
  - Strong Authentication:
    - \$XXXX/month per active FAN Web ID (activity within the 180-day period prior to the billing cycle)

**Short-Term Trader** – track and/or assess transaction fees that are determined to be short-term trades, and apply to fund(s) that have a redemption fee.

- 90 days or less: \$XXXX/open account; 91-180 days: \$XXXX /open account; 181-270 days: \$XXXX /open account; 271 days – 1 year: \$XXXX /open account; 1 year – 2 years: \$XXXX/open account

**Chief Compliance Officer Support Fee\***

- \$XXXX/year (waived year 1)

**Out-Of-Pocket Expenses**

Including but not limited to telephone toll-free lines, call transfers, mailing, sorting and postage, stationery, envelopes, service/data conversion, AML verification services, special reports, record retention, processing of literature fulfillment kits, lost shareholder search, disaster recovery charges, ACH fees, Fed wire charges, NSCC activity charges (except for DST system charge), voice response (VRU) maintenance and development, data communication charges, and travel.

**Additional Services**

Available but not included above are the following services -FAN Mail electronic data delivery, Vision intermediary e-commerce, client Web data access, client dedicated line data access, programming charges, cost basis reporting, Excessive Trader, 12b-1 aging, investor email services, dealer reclaim services, shareholder performance statements, literature fulfillment, money market fund service organizations, charges paid by investors, physical certificate processing, Same Day Cash Management, Real Time Cash Flow, expedited CUSIP setup, sales reporting via MARS, electronic statements (Informa), marketing and fulfillment solution (eCONNECT), and additional services mutually agreed upon.

\*Subject to annual CPI increase, Milwaukee MSA.

Fees are billed monthly.

**Exhibit D (continued) - Transfer Agent Servicing Agreement – Cook & Bynum Funds Trust**

**SUPPLEMENTAL SERVICES - E-COMMERCE SERVICES  
FEE SCHEDULE at April, 2012**

**FAN Mail**

Financial planner mailbox provides transaction, account and price information to financial planners and small broker/dealers for import into a variety of financial planning software packages.

- Base Fee Per Management Company – file generation and delivery - \$XXXX/year
- Per Record Charge
  - Rep/Branch/ID - \$XXXX
  - Dealer - \$XXXX
- Price Files - \$XXXX/record or \$XXXX /user per month, whichever is less

**Vision Mutual Fund Gateway**

Permits broker/dealers, financial planners, and RIAs to use a web-based system to perform order and account inquiry, execute trades, print applications, review prospectuses, and establish new accounts.

- Inquiry Only
  - Inquiry - \$XXXX /event
  - Per broker ID - \$ XXXX/month per ID
- Transaction Processing (Minimum Monthly charge - \$XXXX)
  - Implementation - \$XXXX/management company
  - Transaction – purchase, redeem, exchange, literature order - \$ XXXX/event
  - New Account Setup – \$XXXX/event

**Vision Electronic Statements**

Provides the capability for financial intermediaries to access electronic statements via the Vision application.\*

- Implementation Fees
  - Develop eBusiness Solutions Software - \$XXXX/fund group
  - Code Print Software - \$XXXX/fund group
- Load charges
  - \$XXXX/image
- Archive charge (for any image stored beyond 2 years)
  - \$ XXXX /document

\*Normal Vision ID and activity charges also apply.

**Client Web Data Access**

USBFS client on-line access to fund and investor data through USBFS technology applications and data delivery and security software.

- Report Source
  - Setup: \$XXXX (Includes access to Fund Source)
  - Service: \$XXXX /user per month
- BDS – Statement Storage & Retrieval
  - Setup: \$XXXX /user
  - Service: \$XXX/user per month
- Ad Hoc/ PowerSelect File Development
  - Setup: \$XXXX/request (Includes up to 2 hours of programming. If beyond, additional time will be \$XXXX/ hour consultation and development.)
  - Service: \$XXXX /file per month
- Custom Electronic File Exchange (DDS delivery of standard TIP files)
  - \$XXXX one time setup fee
  - \$XXX/file per month maintenance fee
- Mail File (DDS mailbox in which clients can pull information): \$XXX/file setup
- TIP File Setup
  - Setup & Delivery of Standard TIP Files: \$XXXX/request (Unlimited files per request)
  - Custom TIP File Development: \$XXXX/request (Includes up to 2 hours of programming. If beyond, additional time will be \$XXXX/hour consultation and development.)

**Exhibit D (continued) - Transfer Agent Servicing Agreement – Cook & Bynum Funds Trust**

**SUPPLEMENTAL SERVICES - E-COMMERCE SERVICES  
FEE SCHEDULE at April, 2012**

**Programming Charges**

- \$XXXX/hour
- Charges incurred for customized services based upon fund family requirements including but not limited to:
  - Conversion programming
  - Voice response system setup (menu selections, shareholder system integration, testing, etc.) – estimated at 3 hours per fund family
  - All other client specific customization and/or development services

**Outbound Calling & Marketing Campaigns** – Cost based on project requirements.

**Cost Basis Reporting** – Annual reporting of shareholder cost basis for non-fiduciary direct accounts based upon an average cost single category basis calculation.

- \$XXXX/direct open account per year

**Excessive Trader** – Software application that monitors the number of trades (exchanges, redemptions) that meet fund family criteria for excessive trading and automatically prevents trades in excess of the fund family parameters.

- \$ XXXX setup /fund group of 1-5 funds, \$XXXX setup /fund group of over 5 funds
- \$ XXXX /account per year

**12b-1 Distribution Fee Aging** – Aging shareholder account share lots in order to monitor and begin assessing 12b-1 fees after a certain share lot age will be charged at \$XXXX per open account per year.

**Email Services** – Services to capture, queue, monitor, service and archive shareholder email correspondence:

- \$XXXX setup /fund grou
- \$XXXX/month administration
- \$XXXX/received email correspondence

**Dealer Reclaim Services** – Services reclaim fund losses due to the pricing differences for dealer trade adjustments such as between dealer placed trades and cancellations. There will be no correspondence charges related to this service.

- \$XXXX /fund group per month

**Shareholder Performance Statements** – We have a variety of features available for providing account or portfolio level performance information on investor statements. Actual costs will depend upon specific client requirements.

- Setup - \$XXXX /fund group
- Annual Fee - \$XXXX/open and closed account

**Literature Fulfillment Services\***

- Account Management
  - \$XXXX /month (account management, lead reporting and database administration)
- Out-of-Pocket Expenses
  - Included but not limited to kit and order processing expenses, postage, and printing.
- Inbound Teleservicing Only
  - Account Management - \$XXXX /month
  - Call Servicing - \$XXXX/minute
- Lead Conversion Reporting (Closed Loop)
  - Account Management- \$XXXX/month
  - Database Installation, Setup - \$XXXX/fund group
  - Specialized Programming - (Separate Quote)\*

\*Fees exclude postage and printing charges.

**SUPPLEMENTAL SERVICES  
FEE SCHEDULE at April, 2012**

**Money Market Fund Service Organizations**

- \$XXXX/money market share class per year
- Out-of-pocket expenses (see Transfer Agent Fee Schedule)

**Charges Paid by Investors**

Shareholder accounts will be charged based upon the type of activity and type of account, including the following:

**Qualified Plan Fees**

- \$XXXX/qualified plan account or Coverdell ESA account (Cap at \$XXXX/SSN)
- \$XXXX/transfer to successor trustee
- \$XXXX/participant distribution (Excluding SWPs)
- \$XXXX/refund of excess contribution
- \$XXXX/reconversion/recharacterization

**Additional Shareholder Paid Fees**

- \$ XXXX/outgoing wire transfer or overnight delivery
- \$ XXXX/telephone exchange
- \$ XXXX/return check or ACH or stop payment
- \$ XXXX/research request per account (Cap at \$ XXXX/request) (This fee applies to requests for statements older than the prior year)

**Physical Certificate Processing** – Services to support the setup and processing of physical certificated shares for a fund family:

- \$ XXXX setup/fund group
- \$ XXXX/certificate transaction

**Same Day Cash Management**

- Setup: \$XXXX (Access via Internet VPN)
- Service: \$XXXX/user per month

**Real Time Cash Flow**

- Implementation (one time charge) & Recurring Charges (monthly)
  - 5 Users – \$XXXX
- Training
  - WebEx - \$XXXX/user
  - On Site at USBFS - \$XXXX/day
  - At Client Location - \$XXXX/day plus travel and out-of-pocket expenses if required
- Real Time Data Feeds
  - Implementation (per feed) - \$XXXX /hour (8 hour estimate)
  - Recurring (per feed) - \$ XXXX/month

**CUSIP Setup** -

- Subsequent CUSIP Setup - \$ XXXX/CUSIP
- Expedited CUSIP Setup - \$ XXXX/CUSIP (Less than 35 days)

**CTI Reporting** – Integrated custom detailed call reporting

\$XXXX /monthly report

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## FUND ADMINISTRATION SERVICING AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 2nd day of May, 2012, by and between **COOK & BYNUM FUNDS TRUST**, a Delaware trust (the “Trust”) and **U.S. BANCORP FUND SERVICES, LLC**, a Wisconsin limited liability company (“USBFS”).

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended (the “1940 Act”), as an open-end management investment company, and is authorized to issue shares of beneficial interest in separate series, with each such series representing interests in a separate portfolio of securities and other assets;

WHEREAS, USBFS is, among other things, in the business of providing fund administration services for the benefit of its customers; and

WHEREAS, the Trust desires to retain USBFS to provide fund administration services to each series of the Trust listed on Exhibit A hereto (as amended from time to time) (each a “Fund” and collectively, the “Funds”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### **1. Appointment of USBFS as Administrator**

The Trust hereby appoints USBFS as administrator of the Trust on the terms and conditions set forth in this Agreement, and USBFS hereby accepts such appointment and agrees to perform the services and duties set forth in this Agreement. The services and duties of USBFS shall be confined to those matters expressly set forth herein, and no implied duties are assumed by or may be asserted against USBFS hereunder.

### **2. Services and Duties of USBFS**

USBFS shall provide the following administration services to the Fund:

- A. General Fund Management:
  - (1) Act as liaison among Fund service providers.
  - (2) Supply:
    - a. Office facilities (which may be in USBFS’, or an affiliate’s, or Fund’s own offices).
    - b. Non-investment-related statistical and research data as requested.
  - (3) Coordinate the Trust’s board of trustees’ (the “Board of Trustees” or the “Trustees”) communications, such as:

- a. Prepare meeting agendas and resolutions, with the assistance of Fund counsel.
- b. Prepare reports for the Board of Trustees based on financial and administrative data.
- c. Assist with the selection of the independent auditor.
- d. Secure and monitor fidelity bond and director and officer liability coverage, and make the necessary Securities and Exchange Commission (the "SEC") filings relating thereto.
- e. Prepare minutes of meetings of the Board of Trustees and Fund shareholders.
- f. Recommend dividend declarations to the Board of Trustees and prepare and distribute to appropriate parties notices announcing declaration of dividends and other distributions to shareholders.
- g. Attend Board of Trustees meetings and present materials for Trustees' review at such meetings.

(4) Audits:

- a. For the annual Fund audit, prepare appropriate schedules and materials. Provide requested information to the independent auditors, and facilitate the audit process.
- b. For SEC or other regulatory audits, provide requested information to the SEC or other regulatory agencies and facilitate the audit process.
- c. For all audits, provide office facilities, as needed.

(5) Assist with overall operations of the Fund.

(6) Pay Fund expenses upon written authorization from the Trust.

(7) Keep the Trust's governing documents, including its charter, bylaws and minute books, but only to the extent such documents are provided to USBFS by the Trust or its representatives for safe keeping.

B. Compliance:

(1) Regulatory Compliance:

- a. Monitor compliance with the 1940 Act requirements, including:
  - (i) Asset and diversification tests.
  - (ii) Total return and SEC yield calculations.
  - (iii) Maintenance of books and records under Rule 31a-3.
  - (iv) Code of ethics requirements under Rule 17j-1 for the disinterested Trustees.
- b. Monitor Fund's compliance with the policies and investment limitations as set forth in its prospectus (the "Prospectus") and statement of additional information (the "SAI").
- c. Perform its duties hereunder in compliance with all applicable laws and regulations and provide any sub-certifications reasonably requested by the Trust in connection with (i) any certification required of the Trust pursuant to the Sarbanes-Oxley Act of 2002 (the "SOX Act") or any rules or regulations promulgated by the SEC thereunder, and (ii) the operation of USBFS' compliance program as it relates to the Trust, provided the same shall not be deemed to change USBFS' standard of care as set forth herein.

- d. Monitor applicable regulatory and operational service issues, and update Board of Trustees periodically.
- (2) Blue Sky Compliance:
- a. Prepare and file with the appropriate state securities authorities any and all required compliance filings relating to the qualification of the securities of the Fund so as to enable the Fund to make a continuous offering of its shares in all states and applicable U.S. territories.
  - b. Monitor status and maintain registrations in each state and applicable U.S. territories.
  - c. Provide updates regarding material developments in state securities regulation.
- (3) SEC Registration and Reporting:
- a. Assist Fund counsel in annual update of the Registration Statement.
  - b. Prepare and file annual and semiannual shareholder reports, Form N-SAR, Form N-CSR, Form N-Q filings and Rule 24f-2 notices. As requested by the Trust, prepare and file Form N-PX filings.
  - c. Coordinate the printing, filing and mailing of Prospectuses and shareholder reports, and amendments and supplements thereto.
  - d. File fidelity bond under Rule 17g-1.
  - e. Monitor sales of Fund shares and ensure that such shares are properly registered or qualified, as applicable, with the SEC and the appropriate state authorities.
  - f. Assist Fund counsel in preparation of proxy statements and information statements, as requested by the Trust.
- (4) IRS Compliance:
- a. Monitor the Trust's status as a regulated investment company under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation, review of the following:
    - (i) Diversification requirements.
    - (ii) Qualifying income requirements.
    - (iii) Distribution requirements.
  - b. Calculate the required annual excise distribution amounts for the review and approval of Fund management and/or its independent accountant.

- C. Financial Reporting:
- (1) Provide financial data required by the Prospectus and SAI.
  - (2) Prepare financial reports for officers, shareholders, tax authorities, performance reporting companies, the Board of Trustees, the SEC, and the independent auditor.
  - (3) Supervise the Fund's custodian and fund accountants in the maintenance of the Fund's general ledger and in the preparation of the Fund's financial statements, including oversight of expense accruals and payments, the determination of net asset value and the declaration and payment of dividends and other distributions to shareholders.
  - (4) Compute the yield, total return, expense ratio and portfolio turnover rate of the Fund.
  - (5) Monitor expense accruals and make adjustments as necessary; notify the Trust's management of adjustments expected to materially affect the Fund's expense ratio.
  - (6) Prepare financial statements, which include, without limitation, the following items:
    - a. Schedule of Investments.
    - b. Statement of Assets and Liabilities.
    - c. Statement of Operations.
    - d. Statement of Changes in Net Assets.
    - e. Statement of Cash Flows (if applicable).
    - f. Financial Highlights.
  - (7) Pursuant to Rule 31a-1(b)(9) of the 1940 Act, prepare quarterly broker security transaction summaries.
- D. Tax Reporting:
- (1) Prepare for the review of the independent accountants and/or Fund management the federal and state tax returns including without limitation, Form 1120 RIC and applicable state returns including any necessary schedules. USBFS will prepare annual Fund federal and state income tax return filings as authorized by and based on the instructions received by Fund management and/or its independent accountant.
  - (2) Provide the Fund's management and independent accountant with tax reporting information pertaining to the Fund and available to USBFS as required in a timely manner.
  - (3) Prepare Fund financial statement tax footnote disclosures for the review and approval of Fund Management and/or its independent accountant.
  - (4) Prepare and file on behalf of Fund management Form 1099 MISC Forms for payments to disinterested Trustees and other qualifying service providers.
  - (5) Monitor wash sale losses.
  - (6) Calculate Qualified Dividend Income ("QDI") for qualifying Fund shareholders.

- (7) Calculate Dividends Received Deduction (“DRD”) for qualifying corporate Fund shareholders.

**3. License of Data; Warranty; Termination of Rights**

- USBFS has entered into an agreement with MSCI index data services (“MSCI”) and Standard & Poor Financial Services LLC (“S&P”) which obligates USBFS to include a list of required provisions in this Agreement attached hereto as **Exhibit B**. The index data services being provided to the Trust by USBFS pursuant hereto (collectively, the “Data”) are being licensed, not sold, to the Trust. The provisions in **Exhibit B** shall not have any effect upon the standard of care and liability USBFS has set forth in Section 6 of this Agreement.

- The Trust agrees to indemnify and hold harmless USBFS, its information providers, and any other third party involved in or related to the making or compiling of the Data, their affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and costs, as incurred, arising in and any manner out of the Trust’s or any third party’s use of, or inability to use, the Data or any breach by the Trust of any provision contained in this Agreement. The immediately preceding sentence shall not have any effect upon the standard of care and liability of USBFS as set forth in Section 6 of this Agreement.

**4. Compensation**

USBFS shall be compensated for providing the services set forth in this Agreement in accordance with the fee schedule set forth on **Exhibit C** hereto (as amended from time to time). USBFS shall also be compensated for such out-of-pocket expenses (e.g., telecommunication charges, postage and delivery charges, and reproduction charges) as are reasonably incurred by USBFS in performing its duties hereunder. The Trust shall pay all such fees and reimbursable expenses within 30 calendar days following receipt of the billing notice, except for any fee or expense subject to a good faith dispute. The Trust shall notify USBFS in writing within 30 calendar days following receipt of each invoice if the Trust is disputing any amounts in good faith. The Trust shall pay such disputed amounts within 10 calendar days of the day on which the parties agree to the amount to be paid. With the exception of any fee or expense the Trust is disputing in good faith as set forth above, unpaid invoices shall accrue a finance charge of 1½% per month after the due date. Notwithstanding anything to the contrary, amounts owed by the Trust to USBFS shall only be paid out of the assets and property of the particular Fund involved.

## 5. Representations and Warranties

A. The Trust hereby represents and warrants to USBFS, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;  
  
This Agreement has been duly authorized, executed and delivered by the Trust in accordance with all requisite action and constitutes a valid and legally binding obligation of the Trust, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and
- (2) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.
- (3)

B. USBFS hereby represents and warrants to the Trust, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;  
  
This Agreement has been duly authorized, executed and delivered by USBFS in accordance with all requisite action and constitutes a valid and legally binding obligation of USBFS, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and
- (2) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.
- (3)

## 6. Standard of Care; Indemnification; Limitation of Liability

USBFS shall exercise reasonable care in the performance of its duties under this Agreement. USBFS shall not be liable for any loss suffered by the Trust in connection with its duties under this Agreement, including losses resulting from mechanical breakdowns or the failure of communication or power supplies beyond USBFS' control, except a loss arising out of or relating to USBFS' refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. Notwithstanding any other provision of this Agreement, if USBFS has exercised reasonable care in the performance of its duties under this Agreement, the Trust shall indemnify and hold harmless USBFS from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that USBFS may sustain or incur or that may be asserted against USBFS by any person arising out of any action taken or omitted to be taken by it in performing the services hereunder (i) in accordance with the foregoing standards, or (ii) in reliance upon any written or oral instruction provided to USBFS by any duly authorized officer of the Trust, as approved by the Board of Trustees of the Trust; except for any and all claims, demands, losses, expenses, and liabilities arising out of or relating to USBFS' refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of the Trust, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "USBFS" shall include USBFS' directors, officers and employees.

A.

USBFS shall indemnify and hold the Trust harmless from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that the Trust may sustain or incur or that may be asserted against the Trust by any person arising out of any action taken or omitted to be taken by USBFS as a result of USBFS' refusal or failure to comply with the terms of this Agreement, or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of USBFS, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "Trust" shall include the Trust's trustees, officers and employees.

Neither party to this Agreement shall be liable to the other party for consequential, special or punitive damages under any provision of this Agreement.

In the event of a mechanical breakdown or failure of communication or power supplies beyond its control, USBFS shall take all reasonable steps to minimize service interruptions for any period that such interruption continues. USBFS will make every reasonable effort to restore any lost or damaged data and correct any errors resulting from such a breakdown at the expense of USBFS. USBFS agrees that it shall, at all times, have reasonable contingency plans with appropriate parties, making reasonable provision for emergency use of electrical data processing equipment to the extent appropriate equipment is available. Representatives of the Trust shall be entitled to inspect USBFS' premises and operating capabilities at any time during regular business hours of USBFS, upon reasonable notice to USBFS. Moreover, USBFS shall provide the Trust, at such times as the Trust may reasonably require, copies of reports rendered by independent accountants on the internal controls and procedures of USBFS relating to the services provided by USBFS under this Agreement.

Notwithstanding the above, USBFS reserves the right to reprocess and correct administrative errors at its own expense.

In order that the indemnification provisions contained in this section shall apply, it is understood that if in any case the indemnitor may be asked to indemnify or hold the indemnitee harmless, the indemnitor shall be fully and promptly advised of all pertinent facts concerning the situation in question, and it is further understood that the indemnitee will use all reasonable care to notify the indemnitor promptly concerning any situation that presents or appears likely to present the probability of a claim for indemnification. The indemnitor shall have the option to defend the indemnitee against any claim that may be the subject of this indemnification. In the event that the indemnitor so elects, it will so notify the indemnitee and thereupon the indemnitor shall take over complete defense of the claim, and the indemnitee shall in such situation initiate no further legal or other expenses for which it shall seek indemnification under this section. The indemnitee shall in no case confess any claim or make any compromise in any case in which the indemnitor will be asked to indemnify the indemnitee except with the indemnitor's prior written consent.

B.

The indemnity and defense provisions set forth in this Section 6 shall indefinitely survive the termination and/or assignment of this Agreement.

C.

If USBFS is acting in another capacity for the Trust pursuant to a separate agreement, nothing herein shall be deemed to relieve USBFS of any of its obligations in such other capacity.

D.

In conjunction with the tax services provided to each Fund by USBFS hereunder, USBFS shall not be deemed to act as an income tax return preparer for any purpose including as such term is defined under Section 7701(a)(36) of the IRC, or any successor thereof. Any information provided by USBFS to a Fund for income tax reporting purposes with respect to any item of income, gain, loss, or credit will be performed solely in USBFS' administrative capacity. USBFS shall not be required to determine, and shall not take any position with respect to whether, the reasonable belief standard described in Section 6694 of the IRC has been satisfied with respect to any income tax item. Each Fund, and any appointees thereof, shall have the right to inspect the transaction summaries produced and aggregated by USBFS, and any supporting documents thereto, in connection with the tax reporting services provided to each Fund by USBFS. USBFS shall not be liable for the provision or omission of any tax advice with respect to any information provided by USBFS to a Fund. The tax information provided by USBFS shall be pertinent to the data and information made available to us, and is neither derived from nor construed as tax advice.

E.

**7. Data Necessary to Perform Services**

The Trust or its agent shall furnish to USBFS the data necessary to perform the services described herein at such times and in such form as mutually agreed upon.

**8. Proprietary and Confidential Information**

USBFS agrees on behalf of itself and its directors, officers, and employees to treat confidentially and as proprietary information of the Trust, all records and other information relative to the Trust and prior, present, or potential shareholders of the Trust (and clients of said shareholders), and not to use such records and information for any purpose other than the performance of its responsibilities and duties hereunder, except (i) after prior notification to and approval in writing by the Trust, which approval shall not be unreasonably withheld and may not be withheld where USBFS may be exposed to civil or criminal contempt proceedings for failure to comply, (ii) when requested to divulge such information by duly constituted authorities, or (iii) when so requested by the Trust. Records and other information which have become known to the public through no wrongful act of USBFS or any of its employees, agents or representatives, and information that was already in the possession of USBFS prior to receipt thereof from the Trust or its agent, shall not be subject to this paragraph.

Further, USBFS will adhere to the privacy policies adopted by the Trust pursuant to Title V of the Gramm-Leach-Bliley Act, as may be modified from time to time. In this regard, USBFS shall have in place and maintain physical, electronic and procedural safeguards reasonably designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to or use of, records and information relating to the Trust and its shareholders.

**9. Records**

USBFS shall keep records relating to the services to be performed hereunder in the form and manner, and for such period, as it may deem advisable and is agreeable to the Trust, but not inconsistent with the rules and regulations of appropriate government authorities, in particular, Section 31 of the 1940 Act and the rules thereunder. USBFS agrees that all such records prepared or maintained by USBFS relating to the services to be performed by USBFS hereunder are the property of the Trust and will be preserved, maintained, and made available in accordance with such applicable sections and rules of the 1940 Act and will be promptly surrendered to the Trust or its designee on and in accordance with its request.

**10. Compliance with Laws**

The Trust has and retains primary responsibility for all compliance matters relating to the Fund, including but not limited to compliance with the 1940 Act, the Code, the SOX Act, the USA Patriot Act of 2001 and the policies and limitations of the Trust relating to its portfolio investments as set forth in its Prospectus and SAI. USBFS' services hereunder shall not relieve the Trust of its responsibilities for assuring such compliance or the Board of Trustee's oversight responsibility with respect thereto.

**11. Terms of Agreement; Amendment**

This Agreement shall become effective as of the date first written above and will continue in effect for a period of three (3) years. This Agreement may be terminated by either party upon giving 90 days prior written notice to the other party or such shorter period as is mutually agreed upon by the parties. Notwithstanding the foregoing, this Agreement may be terminated by any party upon the breach of the other party of any material term of this Agreement if such breach is not cured within 15 days of notice of such breach to the breaching party. This Agreement may not be amended or modified in any manner except by written agreement executed by USBFS and the Trust, and authorized or approved by the Board of Trustees.

**12. Duties in the Event of Termination**

In the event that, in connection with termination, a successor to any of USBFS' duties or responsibilities hereunder is designated by the Trust by written notice to USBFS, USBFS will promptly, upon such termination and at the expense of the Trust, transfer to such successor all relevant books, records, correspondence, and other data established or maintained by USBFS under this Agreement in a form reasonably acceptable to the Trust (if such form differs from the form in which USBFS has maintained the same, the Trust shall pay any expenses associated with transferring the data to such form), and will cooperate in the transfer of such duties and responsibilities, including provision for assistance from USBFS' personnel in the establishment of books, records, and other data by such successor. If no such successor is designated, then such books, records and other data shall be returned to the Trust.

### **13. Early Termination**

In the absence of any material breach of this Agreement, should the Trust elect to terminate this Agreement prior to the end of the three year term, the Trust agrees to pay the following fees:

- a. One half of all monthly fees through the life of the Agreement, including the rebate of any negotiated discounts;
- b. all fees associated with converting services to successor service provider;
- c. all fees associated with any record retention and/or tax reporting obligations that may not be eliminated due to the conversion to a successor service provider;
- d. all out-of-pocket costs associated with a-c above.

In the event the Trust elects to cease operation of the Fund prior to the 18<sup>th</sup> month anniversary of the effective date of this Agreement, the Trust will pay USBFS all monthly fees remaining from the month the Trust ceases operations to the 18<sup>th</sup> month anniversary of the Agreement. In the event the Trust elects to cease operations after the 18<sup>th</sup> month anniversary of this Agreement, no fees shall be payable thereafter under this Agreement.

### **14. Assignment**

This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by the Trust without the written consent of USBFS, or by USBFS without the written consent of the Trust accompanied by the authorization or approval of the Trust's Board of Trustees

### **15. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. 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, and nothing herein shall be construed in a manner inconsistent with the 1940 Act or any rule or order of the SEC thereunder.

### **16. No Agency Relationship**

Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.

### **17. Services Not Exclusive**

Nothing in this Agreement shall limit or restrict USBFS from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

**18. Invalidity**

Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

**19. Legal-Related Services**

Nothing in this Agreement shall be deemed to appoint USBFS and its officers, directors and employees as the Trust attorneys, form attorney-client relationships or require the provision of legal advice. The Trust acknowledges that in-house USBFS attorneys exclusively represent USBFS and rely on outside counsel retained by the Trust to review all services provided by in-house USBFS attorneys and to provide independent judgment on the Trust's behalf. The Trust acknowledges that because no attorney-client relationship exists between in-house USBFS attorneys and the Trust, any information provided to USBFS attorneys may not be privileged and may be subject to compulsory disclosure under certain circumstances. USBFS represents that it will maintain the confidentiality of information disclosed to its in-house attorneys on a best efforts basis.

**20. Notices**

Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been given on the date delivered personally or by courier service, or three days after sent by registered or certified mail, postage prepaid, return receipt requested, or on the date sent and confirmed received by facsimile transmission to the other party's address set forth below.

Notice to USBFS shall be sent to:

U.S. Bancorp Fund Services, LLC  
615 East Michigan Street  
Milwaukee, WI 53202

and notice to the Trust shall be sent to:

Cook & Bynum Capital Management, LLC.  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

**21. Multiple Originals**

This Agreement may be executed on two or more counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer on one or more counterparts as of the date first above written.

**COOK & BYNUM FUNDS TRUST**

By: /s/Ashley A. Morris  
Name: Ashley A. Morris  
Title: Vice President

**U.S. BANCORP FUND SERVICES, LLC**

By: /s/Michael R. McVoy  
Name: Michael R. McVoy  
Title: Executive Vice President

**Exhibit A  
to the  
Fund Administration Servicing Agreement**

**Fund Names**

Separate Series of Cook & Bynum Funds Trust

**Name of Series**

The Cook & Bynum Fund    Date Added

**Exhibit B to the Fund Administration Servicing Agreement  
COOK & BYNUM FUNDS TRUST**

REQUIRED PROVISIONS OF MSCI and S&P

- The Trust shall represent that it will use the Data solely for internal purposes and will not redistribute the Data in any form or manner to any third party.

The Trust shall represent that it will not use or permit anyone else to use the Data in connection with creating, managing, advising, writing, trading, marketing or promoting any securities or financial instruments or products, including, but not limited to, funds, synthetic or derivative securities (e.g., options, warrants, swaps, and futures), whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise or to create any indices (custom or otherwise).

- The Trust shall represent that it will treat the Data as proprietary to MSCI and S&P. Further, the Trust shall acknowledge that MSCI and S&P are the sole and exclusive owners of the Data and all trade secrets, copyrights, trademarks and other intellectual property rights in or to the Data.

The Trust shall represent that it will not (i) copy any component of the Data, (ii) alter, modify or adapt any component of the Data, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works, or (iii) make any component of the Data available to any other person or organization (including, without limitation, the Trust's present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.

- The Trust shall be obligated to reproduce on all permitted copies of the Data all copyright, proprietary rights and restrictive legends appearing on the Data.
- The Trust shall acknowledge that it assumes the entire risk of using the Data and shall agree to hold MSCI or S&P harmless from any claims that may arise in connection with any use of the Data by the Trust.
- The Trust shall acknowledge that MSCI or S&P may, in its sole and absolute discretion and at any time, terminate USBFS' right to receive and/or use the Data.
- The Trust shall acknowledge that MSCI and S&P are third party beneficiaries of the Customer Agreement between S&P, MSCI and USBFS, entitled to enforce all provisions of such agreement relating to the Data.

THE DATA IS PROVIDED TO THE TRUST ON AN "AS IS" BASIS. USBFS, ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). USBFS, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Exhibit B (continued) to the Fund Administration Servicing Agreement  
COOK & BYNUM FUNDS TRUST**

THE TRUST ASSUMES THE ENTIRE RISK OF ANY USE THE TRUST MAY MAKE OF THE DATA. IN NO EVENT SHALL USBFS, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, BE LIABLE TO THE TRUST, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF THE TRUST TO USE THE DATA, REGARDLESS OF THE FORM OF ACTION, EVEN IF USBFS, ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

Exhibit C to the Fund Administration Servicing Agreement – Cook & Bynum Funds Trust

**FUND ADMINISTRATION & PORTFOLIO COMPLIANCE SERVICES  
FEE SCHEDULE at April, 2012**

**Annual Fund Administration Fee Based Upon Average Net Assets Per Fund\***

Including Legal Administration, Daily Performance Reporting, Principal Financial Officer, Advisor Information Source, BookMark Board reporting tool, and Daily Compliance.

.045% (4 ½ basis points) on the first \$XXXX plus  
.035% (3 ½ basis points) on the next \$XXXX plus  
.02% (2 basis points) on the balance of assets

- Minimum Annual Asset-based Fee - \$XXXX
- Additional classes carry a \$XXXX per class per year base fee

**Chief Compliance Officer Support Fee\***

- \$XXXX/year

**Out-Of-Pocket Expenses**

Including but not limited to postage, stationery, programming, special reports, third-party data provider costs (including GICS, MSCI, etc), proxies, insurance, EDGAR/XBRL filing, retention of records, federal and state regulatory filing fees, expenses from Board of trustees meetings, third party auditing and legal expenses, wash sales reporting (GainsKeeper), tax e-filing charges, etc.

**Additional Services**

Available but not included above are the following services –Section 15(c) reporting, equity attribution, and additional services mutually agreed upon.

\*Subject to annual CPI increase, Milwaukee MSA.  
Fees are billed monthly.

**Exhibit C (continued) to the Fund Administration Servicing Agreement C  
Cook & Bynum Funds Trust**

**FUND ADMINISTRATION & PORTFOLIO COMPLIANCE SERVICES  
Supplemental Services - FEE SCHEDULE at April, 2012**

**Additional Services –**

- New fund launch – as negotiated based upon specific requirements
- Subsequent new fund launch – \$XXXX/project
- Subsequent new share class launch – \$XXXX/project
- Proxy – as negotiated based upon specific requirements
- Expedited filings – as negotiated based upon specific requirements
- Asset conversion – as negotiated based upon specific requirements
- Fulcrum fee – as negotiated based upon specific requirements
- Exemptive applications – as negotiated based upon specific requirements

**Daily Pre- and Post-Tax Fund and/or Sub-Advisor Performance Reporting**

- Performance Service – \$XXXX /CUSIP per month
- Setup – \$XXXX/CUSIP
- Conversion – quoted separately
- FTP Delivery – \$XXXX setup /FTP site

**Section 15(c) Reporting**

- \$XXX/fund per report – first class
- \$XXX/additional class report

**Equity Attribution (Morningstar Direct)**

- Fees are dependent upon portfolio makeup

**Bookmark Electronic Board Book Portal**

**Additional storage:**

- 3 GB included in annual charge
- \$XXX for each additional 5 GB of storage

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## FUND ACCOUNTING SERVICING AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of May, 2012, by and between **COOK & BYNUM FUNDS TRUST**, a Delaware trust (the “Trust”) and **U.S. BANCORP FUND SERVICES, LLC**, a Wisconsin limited liability company (“USBFS”).

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended (the “1940 Act”), as an open-end management investment company, and is authorized to issue shares of beneficial interest in separate series, with each such series representing interests in a separate portfolio of securities and other assets;

WHEREAS, USBFS is, among other things, in the business of providing mutual fund accounting services to investment companies; and

WHEREAS, the Trust desires to retain USBFS to provide accounting services to each series of the Trust listed on Exhibit A hereto (as amended from time to time) (each a “Fund” and collectively, the “Funds”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### 1. Appointment of USBFS as Fund Accountant

The Trust hereby appoints USBFS as fund accountant of the Trust on the terms and conditions set forth in this Agreement, and USBFS hereby accepts such appointment and agrees to perform the services and duties set forth in this Agreement. The services and duties of USBFS shall be confined to those matters expressly set forth herein, and no implied duties are assumed by or may be asserted against USBFS hereunder.

### 2. Services and Duties of USBFS

USBFS shall provide the following accounting services to the Fund:

#### A. Portfolio Accounting Services:

- (1) Maintain portfolio records on a trade date+1 basis using security trade information communicated from the Fund’s investment adviser.
- (2) For each valuation date, obtain prices from a pricing source approved by the board of trustees of the Trust (the “Board of Trustees”) and apply those prices to the portfolio positions. For those securities where market quotations are not readily available, the Board of Trustees shall approve, in good faith, procedures for determining the fair value for such securities.

- (3) Identify interest and dividend accrual balances as of each valuation date and calculate gross earnings on investments for each accounting period.
- (4) Determine gain/loss on security sales and identify them as short-term or long-term; account for periodic distributions of gains or losses to shareholders and maintain undistributed gain or loss balances as of each valuation date.
- (5) On a daily basis, reconcile cash of the Fund with the Fund's custodian.
- (6) Transmit a copy of the portfolio valuation to the Fund's investment adviser daily.
- (7) Review the impact of current day's activity on a per share basis, and review changes in market value.

B. Expense Accrual and Payment Services:

- (1) For each valuation date, calculate the expense accrual amounts as directed by the Trust as to methodology, rate or dollar amount.
- (2) Process and record payments for Fund expenses upon receipt of written authorization from the Trust.
- (3) Account for Fund expenditures and maintain expense accrual balances at the level of accounting detail, as agreed upon by USBFS and the Trust.
- (4) Provide expense accrual and payment reporting.

C. Fund Valuation and Financial Reporting Services:

- (1) Account for Fund share purchases, sales, exchanges, transfers, dividend reinvestments, and other Fund share activity as reported by the Fund's transfer agent on a timely basis.
- (2) Apply equalization accounting as directed by the Trust.
- (3) Determine net investment income (earnings) for the Fund as of each valuation date. Account for periodic distributions of earnings to shareholders and maintain undistributed net investment income balances as of each valuation date.
- (4) Maintain a general ledger and other accounts, books, and financial records for the Fund in the form as agreed upon.

- (5) Determine the net asset value of the Fund according to the accounting policies and procedures set forth in the Fund's current prospectus.
- (6) Calculate per share net asset value, per share net earnings, and other per share amounts reflective of Fund operations at such time as required by the nature and characteristics of the Fund.
- (7) Communicate to the Trust, at an agreed upon time, the per share net asset value for each valuation date.
- (8) Prepare monthly reports that document the adequacy of accounting detail to support month-end ledger balances.
- (9) Prepare monthly security transactions listings.

D. Tax Accounting Services:

- (1) Maintain accounting records for the investment portfolio of the Fund to support the tax reporting required for "regulated investment companies" under the Internal Revenue Code of 1986, as amended (the "Code").
- (2) Maintain tax lot detail for the Fund's investment portfolio.
- (3) Calculate taxable gain/loss on security sales using the tax lot relief method designated by the Trust.
- (4) Provide the necessary financial information to calculate the taxable components of income and capital gains distributions to support tax reporting to the shareholders.

E. Compliance Control Services:

- (1) Support reporting to regulatory bodies and support financial statement preparation by making the Fund's accounting records available to the Trust, the Securities and Exchange Commission (the "SEC"), and the independent accountants.
- (2) Maintain accounting records according to the 1940 Act and regulations provided thereunder.
- (3) Perform its duties hereunder in compliance with all applicable laws and regulations and provide any sub-certifications reasonably requested by the Trust in connection with any certification required of the Trust pursuant to the Sarbanes-Oxley Act of 2002 (the "SOX Act") or any rules or regulations promulgated by the SEC thereunder, provided the same shall not be deemed to change USBFS's standard of care as set forth herein.

- (4) Cooperate with the Trust's independent accountants and take all reasonable action in the performance of its obligations under this Agreement to ensure that the necessary information is made available to such accountants for the expression of their opinion on the Fund's financial statements without any qualification as to the scope of their examination.

**3. License of Data; Warranty; Termination of Rights**

- A. The valuation information and evaluations being provided to the Trust by USBFS pursuant hereto (collectively, the "Data") are being licensed, not sold, to the Trust. The Trust has a limited license to use the Data only for purposes necessary to valuing the Trust's assets and reporting to regulatory bodies (the "License"). The Trust does not have any license nor right to use the Data for purposes beyond the intentions of this Agreement including, but not limited to, resale to other users or use to create any type of historical database. The License is non-transferable and not sub-licensable. The Trust's right to use the Data cannot be passed to or shared with any other entity.

The Trust acknowledges the proprietary rights that USBFS and its suppliers have in the Data.

- B. THE TRUST HEREBY ACCEPTS THE DATA AS IS, WHERE IS, WITH NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR ANY OTHER MATTER.

- C. USBFS may stop supplying some or all Data to the Trust if USBFS's suppliers terminate any agreement to provide Data to USBFS. Also, USBFS may stop supplying some or all Data to the Trust if USBFS reasonably believes that the Trust is using the Data in violation of the License, or breaching its duties of confidentiality provided for hereunder, or if any of USBFS's suppliers demand that the Data be withheld from the Trust. USBFS will provide notice to the Trust of any termination of provision of Data as soon as reasonably possible.

**4. Pricing of Securities**

- A. For each valuation date, USBFS shall obtain prices from a pricing source recommended by USBFS and approved by the Board of Trustees and apply those prices to the portfolio positions of the Fund. For those securities where market quotations are not readily available, the Board of Trustees shall approve, in good faith, procedures for determining the fair value for such securities.

If the Trust desires to provide a price that varies from the price provided by the pricing source, the Trust shall promptly notify and supply USBFS with the price of any such security on each valuation date. All pricing changes made by the Trust will be in writing and must specifically identify the securities to be changed by CUSIP, name of security, new price or rate to be applied, and, if applicable, the time period for which the new price(s) is/are effective.

B. In the event that the Trust at any time receives Data containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which method is best. No evaluation method, including those used by USBFS and its suppliers, may consistently generate approximations that correspond to actual “traded” prices of the securities; (ii) methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, the Trust acknowledges that there may be errors or defects in the software, databases, or methodologies generating the evaluations that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) the Trust assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of using Data containing evaluations, regardless of any efforts made by USBFS and its suppliers in this respect.

#### **5. Changes in Accounting Procedures**

Any resolution passed by the Board of Trustees that affects accounting practices and procedures under this Agreement shall be effective upon written receipt of notice and acceptance by USBFS.

#### **6. Changes in Equipment, Systems, Etc.**

USBFS reserves the right to make changes from time to time, as it deems advisable, relating to its systems, programs, rules, operating schedules and equipment, so long as such changes do not adversely affect the services provided to the Trust under this Agreement.

#### **7. Compensation**

USBFS shall be compensated for providing the services set forth in this Agreement in accordance with the fee schedule set forth on Exhibit B hereto (as amended from time to time). USBFS shall also be compensated for such out-of-pocket expenses (e.g., telecommunication charges, postage and delivery charges, and reproduction charges) as are reasonably incurred by USBFS in performing its duties hereunder. The Trust shall pay all such fees and reimbursable expenses within 30 calendar days following receipt of the billing notice, except for any fee or expense subject to a good faith dispute. The Trust shall notify USBFS in writing within 30 calendar days following receipt of each invoice if the Trust is disputing any amounts in good faith. The Trust shall pay such disputed amounts within 10 calendar days of the day on which the parties agree to the amount to be paid. With the exception of any fee or expense the Trust is disputing in good faith as set forth above, unpaid invoices shall accrue a finance charge of 1½% per month after the due date. Notwithstanding anything to the contrary, amounts owed by the Trust to USBFS shall only be paid out of the assets and property of the particular Fund involved.

## 8. Representations and Warranties

A. The Trust hereby represents and warrants to USBFS, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;  
  
This Agreement has been duly authorized, executed and delivered by the Trust in accordance with all requisite action and constitutes a valid and legally binding obligation of the Trust, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and
- (2) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.
- (3)

B. USBFS hereby represents and warrants to the Trust, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

- (1) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;  
  
This Agreement has been duly authorized, executed and delivered by USBFS in accordance with all requisite action and constitutes a valid and legally binding obligation of USBFS, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties; and
- (2) It is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; there is no statute, rule, regulation, order or judgment binding on it and no provision of its charter, bylaws or any contract binding it or affecting its property which would prohibit its execution or performance of this Agreement.
- (3)

## 9. Standard of Care; Indemnification; Limitation of Liability

A. USBFS shall exercise reasonable care in the performance of its duties under this Agreement. Neither USBFS nor its suppliers shall be liable for any loss suffered by the Trust or any third party in connection with its duties under this Agreement, including losses resulting from mechanical breakdowns or the failure of communication or power supplies beyond USBFS's control, except a loss arising out of or relating to USBFS's refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. Notwithstanding any other provision of this Agreement, if USBFS has exercised reasonable care in the performance of its duties under this Agreement, the Trust shall indemnify and hold harmless USBFS and its suppliers from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that USBFS or its suppliers may sustain or incur or that may be asserted against USBFS or its suppliers by any person arising out of or related to (X) any action taken or omitted to be taken by it in performing the services hereunder (i) in accordance with the foregoing standards, or (ii) in reliance upon any written or oral instruction provided to USBFS by any duly authorized officer of the Trust, as approved by the Board of Trustees of the Trust, or (Y) the Data, or any information, service, report, analysis or publication derived therefrom; except for any and all claims, demands, losses, expenses, and liabilities arising out of or relating to USBFS's refusal or failure to comply with the terms of this Agreement or from its bad faith, negligence or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of the Trust, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "USBFS" shall include USBFS's directors, officers and employees.

The Trust acknowledges that the Data are intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. The Trust accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of the Data, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.

USBFS shall indemnify and hold the Trust harmless from and against any and all claims, demands, losses, expenses, and liabilities of any and every nature (including reasonable attorneys' fees) that the Trust may sustain or incur or that may be asserted against the Trust by any person arising out of any action taken or omitted to be taken by USBFS as a result of USBFS's refusal or failure to comply with the terms of this Agreement, or from its bad faith, negligence, or willful misconduct in the performance of its duties under this Agreement. This indemnity shall be a continuing obligation of USBFS, its successors and assigns, notwithstanding the termination of this Agreement. As used in this paragraph, the term "Trust" shall include the Trust's trustees, officers and employees.

In the event of a mechanical breakdown or failure of communication or power supplies beyond its control, USBFS shall take all reasonable steps to minimize service interruptions for any period that such interruption continues. USBFS will make every reasonable effort to restore any lost or damaged data and correct any errors resulting from such a breakdown at the expense of USBFS. USBFS agrees that it shall, at all times, have reasonable contingency plans with appropriate parties, making reasonable provision for emergency use of electrical data processing equipment to the extent appropriate equipment is available. Representatives of the Trust shall be entitled to inspect USBFS's premises and operating capabilities at any time during regular business hours of USBFS, upon reasonable notice to USBFS. Moreover, USBFS shall provide the Trust, at such times as the Trust may reasonably require, copies of reports rendered by independent accountants on the internal controls and procedures of USBFS relating to the services provided by USBFS under this Agreement.

Notwithstanding the above, USBFS reserves the right to reprocess and correct administrative errors at its own expense.

In no case shall either party be liable to the other for (i) any special, indirect or consequential damages, loss of profits or goodwill (even if advised of the possibility of such); (ii) any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply; or (iii) any claim that arose more than one year prior to the institution of suit therefor.

B.

In order that the indemnification provisions contained in this section shall apply, it is understood that if in any case the indemnitor may be asked to indemnify or hold the indemnitee harmless, the indemnitor shall be fully and promptly advised of all pertinent facts concerning the situation in question, and it is further understood that the indemnitee will use all reasonable care to notify the indemnitor promptly concerning any situation that presents or appears likely to present the probability of a claim for indemnification. The indemnitor shall have the option to defend the indemnitee against any claim that may be the subject of this indemnification. In the event that the indemnitor so elects, it will so notify the indemnitee and thereupon the indemnitor shall take over complete defense of the claim, and the indemnitee shall in such situation initiate no further legal or other expenses for which it shall seek indemnification under this section. The indemnitee shall in no case confess any claim or make any compromise in any case in which the indemnitor will be asked to indemnify the indemnitee except with the indemnitor's prior written consent.

C. The indemnity and defense provisions set forth in this Section 9 shall indefinitely survive the termination and/or assignment of this Agreement.

D. If USBFS is acting in another capacity for the Trust pursuant to a separate agreement, nothing herein shall be deemed to relieve USBFS of any of its obligations in such other capacity.

**10. Notification of Error**

The Trust will notify USBFS of any discrepancy between USBFS and the Trust, including, but not limited to, failing to account for a security position in the Fund's portfolio, upon the later to occur of: (i) five business days after receipt of any reports rendered by USBFS to the Trust; (ii) five business days after discovery of any error or omission not covered in the balancing or control procedure; or (iii) five business days after receiving notice from any shareholder regarding any such discrepancy.

**11. Data Necessary to Perform Services**

The Trust or its agent shall furnish to USBFS the data necessary to perform the services described herein at such times and in such form as mutually agreed upon.

**12. Proprietary and Confidential Information**

A. USBFS agrees on behalf of itself and its directors, officers, and employees to treat confidentially and as proprietary information of the Trust, all records and other information relative to the Trust and prior, present, or potential shareholders of the Trust (and clients of said shareholders), and not to use such records and information for any purpose other than the performance of its responsibilities and duties hereunder, except (i) after prior notification to and approval in writing by the Trust, which approval shall not be unreasonably withheld and may not be withheld where USBFS may be exposed to civil or criminal contempt proceedings for failure to comply, (ii) when requested to divulge such information by duly constituted authorities, or (iii) when so requested by the Trust. Records and other information which have become known to the public through no wrongful act of USBFS or any of its employees, agents or representatives, and information that was already in the possession of USBFS prior to receipt thereof from the Trust or its agent, shall not be subject to this paragraph.

Further, USBFS will adhere to the privacy policies adopted by the Trust pursuant to Title V of the Gramm-Leach-Bliley Act, as may be modified from time to time. In this regard, USBFS shall have in place and maintain physical, electronic and procedural safeguards reasonably designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to or use of, records and information relating to the Trust and its shareholders.

- B. The Trust, on behalf of itself and its trustees, officers, and employees, will maintain the confidential and proprietary nature of the Data and agrees to protect it using the same efforts, but in no case less than reasonable efforts, that it uses to protect its own proprietary and confidential information.

**13. Records**

USBFS shall keep records relating to the services to be performed hereunder in the form and manner, and for such period, as it may deem advisable and is agreeable to the Trust, but not inconsistent with the rules and regulations of appropriate government authorities, in particular, Section 31 of the 1940 Act and the rules thereunder. USBFS agrees that all such records prepared or maintained by USBFS relating to the services to be performed by USBFS hereunder are the property of the Trust and will be preserved, maintained, and made available in accordance with such applicable sections and rules of the 1940 Act and will be promptly surrendered to the Trust or its designee on and in accordance with its request.

**14. Compliance with Laws**

The Trust has and retains primary responsibility for all compliance matters relating to the Fund, including but not limited to compliance with the 1940 Act, the Code, the SOX Act, the USA Patriot Act of 2001 and the policies and limitations of the Fund relating to its portfolio investments as set forth in its current prospectus and statement of additional information. USBFS's services hereunder shall not relieve the Trust of its responsibilities for assuring such compliance or the Board of Trustee's oversight responsibility with respect thereto.

**15. Term of Agreement; Amendment**

This Agreement shall become effective as of the date first written above and will continue in effect for a period of three (3) years. This Agreement may be terminated by either party upon giving 90 days prior written notice to the other party or such shorter period as is mutually agreed upon by the parties. Notwithstanding the foregoing, this Agreement may be terminated by any party upon the breach of the other party of any material term of this Agreement if such breach is not cured within 15 days of notice of such breach to the breaching party. This Agreement may not be amended or modified in any manner except by written agreement executed by USBFS and the Trust, and authorized or approved by the Board of Trustees.

**16. Duties in the Event of Termination**

In the event that, in connection with termination, a successor to any of USBFS's duties or responsibilities hereunder is designated by the Trust by written notice to USBFS, USBFS will promptly, upon such termination and at the expense of the Trust, transfer to such successor all relevant books, records, correspondence and other data established or maintained by USBFS under this Agreement in a form reasonably acceptable to the Trust (if such form differs from the form in which USBFS has maintained the same, the Trust shall pay any expenses associated with transferring the data to such form), and will cooperate in the transfer of such duties and responsibilities, including provision for assistance from USBFS's personnel in the establishment of books, records and other data by such successor. If no such successor is designated, then such books, records and other data shall be returned to the Trust.

**17. Early Termination**

In the absence of any material breach of this Agreement, should the Trust elect to terminate this Agreement prior to the end of the term, the Trust agrees to pay the following fees:

- a. One half of all monthly fees through the life of the Agreement, including the rebate of any negotiated discounts;
- b. all fees associated with converting services to successor service provider;
- c. all fees associated with any record retention and/or tax reporting obligations that may not be eliminated due to the conversion to a successor service provider;
- d. all out-of-pocket costs associated with a-c above.

In the event the Trust elects to cease operation of the Fund prior to the 18<sup>th</sup> month anniversary of the effective date of this Agreement, the Trust will pay USBFS all monthly fees remaining from the month the Trust ceases operations to the 18<sup>th</sup> month anniversary of the Agreement. In the event the Trust elects to cease operations after the 18<sup>th</sup> month anniversary of this Agreement, no fees shall be payable thereafter under this Agreement.

**18. Assignment**

This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by the Trust without the written consent of USBFS, or by USBFS without the written consent of the Trust accompanied by the authorization or approval of the Trust's Board of Trustees.

**19. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. 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, and nothing herein shall be construed in a manner inconsistent with the 1940 Act or any rule or order of the SEC thereunder.

**20. No Agency Relationship**

Nothing herein contained shall be deemed to authorize or empower either party to act as agent for the other party to this Agreement, or to conduct business in the name, or for the account, of the other party to this Agreement.

**21. Services Not Exclusive**

Nothing in this Agreement shall limit or restrict USBFS from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

**22. Invalidity**

Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

**23. Notices**

Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been given on the date delivered personally or by courier service, or three days after sent by registered or certified mail, postage prepaid, return receipt requested, or on the date sent and confirmed received by facsimile transmission to the other party's address set forth below:

Notice to USBFS shall be sent to:

U.S. Bancorp Fund Services, LLC  
615 East Michigan Street  
Milwaukee, WI 53202

and notice to the Trust shall be sent to:

Cook & Bynum Capital Management, LLC.  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

**24. Multiple Originals**

This Agreement may be executed on two or more counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer on one or more counterparts as of the date first above written.

**COOK & BYNUM FUNDS TRUST**

**U.S. BANCORP FUND SERVICES, LLC**

By: /s/Ashley A. Morris  
Name: Ashley A. Morris  
Title: Vice President

By: /s/Michael R. McVoy  
Name: Michael R. McVoy  
Title: Executive Vice President

**Exhibit A  
to the  
Fund Accounting Servicing Agreement**

**Fund Names**

Separate Series of Cook & Bynum Funds Trust

**Name of Series**

The Cook & Bynum Fund

**Exhibit B to the  
Fund Accounting Servicing Agreement**

**FUND ACCOUNTING SERVICES  
FEE SCHEDULE at April, 2012**

**Annual Fund Accounting Fee Based Upon Average Net Assets Per Fund\***

.03% (3 basis points) on the first \$XXXX plus  
.02% (2 basis points) on the next \$ XXXX plus  
.01% (1 basis point ) on the balance of assets

- Minimum Annual Asset-based Fee - \$XXXX
- Additional classes carry a \$XXXX per class per year base fee

**Chief Compliance Officer Support Fee\***

- \$ XXXX/year

**Pricing Services\*\***

- \$XXXX - Domestic Equities, Options, ADRs
- \$XXXX - Domestic Corporate/Convertible/Gov't/Agency Bonds
- \$XXXX - Foreign Equities, Futures, Forwards, Currency Rates
- \$XXXX - Foreign Corporate/Convertible/Gov't/Agency Bonds
- \$XXXX - CMOs, Municipal Bonds, Money Market Instruments, Asset-Backed and Mortgage-Backed Securities
- \$XXXX - Interest Rate Swaps, Foreign Currency Swaps, Total Return Swaps, Total Return Bullet Swaps
- \$XXXX - Bank Loans
- \$XXXX - Swaptions, Index Swaps
- \$XXXX - Credit Default Swaps

**Corporate Action & Manual Pricing Services**

- \$XXXX /Foreign Equity Security per Month for Corporate Action Service
- \$XXXX /Domestic Equity Security per Month for Corporate Action Service
- \$XXXX /Month Manual Security Pricing (>10/day)

**Fair Value Services (Charged at the Complex Level)\*\***

- \$XXXX on the First 100 Securities
- \$XXXX on the Balance of Securities

**Note 1:**

Pricing service fees above are based on use of U.S. Bancorp primary pricing interfaces, and may vary by security type and pricing vendor, and are subject to change. Alternative or additional sources may result in additional fees.

**Note 2:**

All schedules subject to change if the use of derivative instruments (including options, futures, short sales, swaps, swaptions, bank loans, etc.) increases from the norm for the fund. –

**Out-Of-Pocket Expenses**

Including but not limited to corporate action services, fair value pricing services, factor services, SWIFT processing, and customized reporting.

\*Subject to annual CPI increase, Milwaukee MSA.

\*\* Per security per fund per pricing day.  
Fees are billed monthly.

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# ALSTON & BIRD LLP

The Atlantic Building  
950 F Street, NW  
Washington, DC 20004-1404

202-756-3300  
Fax: 202-756-3333  
www.alston.com

**David J. Baum**

**Direct Dial: 202-239-3346**

**E-mail: david.baum@alston.com**

January 28, 2013

Cook & Bynum Funds Trust  
2204 Lakeshore Drive, Suite 218  
Birmingham, AL 35209

Ladies and Gentlemen:

We have acted as counsel to Cook & Bynum Funds Trust, a Delaware statutory trust (the "Trust"), in connection with the filing with the U.S. Securities and Exchange Commission ("SEC") of Post-Effective Amendment No. 9 to the Trust's Registration Statement on Form N-1A (the "Post-Effective Amendment"), registering an indefinite number of units of beneficial interest, \$.01 par value ("Shares"), in The Cook & Bynum Fund, the sole series of the Trust (the "Fund"), under the Securities Act of 1933, as amended (the "1933 Act").

You have requested our opinion as to the matters set forth below in connection with the filing of the Post-Effective Amendment. In connection with rendering that opinion, we have examined the Post-Effective Amendment, the Declaration of Trust and any amendments thereto, the Certificate of Trust of the Trust, the Trust's Bylaws, the actions of the Trustees of the Trust that authorize the approval of the foregoing documents, securities matters and the issuance of the Shares, and such other documents as we, in our professional opinion, have deemed necessary or appropriate as a basis for the opinion set forth below. In examining the documents referred to above, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of documents purporting to be originals and the conformity to originals of all documents submitted to us as copies. As to questions of fact material to our opinion, we have relied (without investigation or independent confirmation) upon the representations contained in the above-described documents.

Our opinion, as set forth herein, is based on the facts in existence and the laws in effect on the date hereof and is limited to the federal laws of the United States of America and the Delaware Statutory Trust Act. We express no opinion with respect to any other laws.

Based upon and subject to the foregoing and the qualifications set forth below, we are of the opinion that:

1. The Shares to be issued pursuant to the Post-Effective Amendment have been duly authorized for issuance by the Trust.

January 28, 2013

Page 2

2. When issued and paid for upon the terms provided in the Post-Effective Amendment, subject to compliance with the 1933 Act, the Investment Company of 1940, as amended, and sale of securities, the Shares to be issued pursuant to the Post-Effective Amendment will be validly issued, fully paid and non-assessable.

This opinion is rendered solely for your use in connection with the filing of the Post-Effective Amendment. We hereby consent to the filing of this opinion with the SEC in connection with the Post-Effective Amendment.

Sincerely,

ALSTON & BIRD LLP

By: /s/David J. Baum\_\_\_\_\_

David J. Baum  
A Partner

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Cohen Fund Audit Services, Ltd.  
1350 Euclid Ave., Suite 800  
Cleveland, OH 44115-1877

216.649.1700  
216.579.0111 fax

[www.cohenfund.com](http://www.cohenfund.com)

### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

As independent registered public accountants, we hereby consent to the use of our report incorporated by reference herein dated November 28, 2012, on the financial statements of The Cook & Bynum Fund, as of September 30, 2012, and for the periods indicated therein and to the references to our firm in the Prospectus and the Statement of Additional Information in this Post-Effective Amendment to Cook & Bynum Funds Trust's Registration Statement on Form N-1A.

*Cohen Fund Audit Services*

Cohen Fund Audit Services, Ltd.  
Cleveland, Ohio  
January 28, 2013



Registered with the Public Company Accounting Oversight Board

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**CONSENT OF ALSTON & BIRD, LLP, COUNSEL FOR THE REGISTRANT**

We hereby consent to the use of our name and the references to our firm under the caption "Legal Counsel" included in or made a part of Post-Effective Amendment No. 9 to the Registration Statement of Cook & Bynum Funds Trust on Form N-1A under the Securities Act of 1933, as amended.

Alston & Bird LLP

By: /s/ David J. Baum

A Partner

Washington, DC

January 28, 2013

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**Exhibit K**

**COOK & BYNUM CAPITAL MANAGEMENT LLC**  
**CODE OF ETHICS**

This Code of Ethics (the “Code”) sets forth both general principles and specific prohibitions with which all partners, officers, directors, employees and other supervised persons (collectively, “Supervised Persons”) of Cook & Bynum Capital Management LLC (the “Adviser”) are required to comply. The Code requires that all such persons avoid activities, interests, relationships or conflicts of interest that might interfere with making decisions in the best interests of the clients of the Adviser (“Advisory Clients”). In addition, the Code requires that the Adviser’s Supervised Persons with access to certain nonpublic information (“Access Persons”), to the extent described below and required by Rule 204A-1 under the Investment Advisers Act of 1940, as amended (the “Adviser’s Act”), periodically report their personal securities transactions and holdings to the Adviser’s Chief Compliance Officer (the “CCO”).

Capitalized terms not otherwise defined herein are defined in Appendix 1 attached hereto.

All supervised persons must promptly report any violation of the Code to the CCO.

Please review the Code carefully and return a signed copy of the Certification Form (Appendix 6 for Supervised Persons and Appendix 7 for Access Persons) to the CCO. Questions regarding the Code should be directed to the CCO.

**I. OVERVIEW**

**A. Governance**

This Code has been adopted by the Adviser and establishes rules of conduct for all Supervised Persons.

**B. Applicability**

This Code applies to all Supervised Persons.

**II. STATEMENT OF GENERAL PRINCIPAL**

The general fiduciary principles that direct the standard of business conduct that the Adviser requires of all its Supervised Persons and that govern the personal trading activities of Supervised Persons are as follows:

- At all times the interests of Advisory Clients must be placed first.

- All purchases or sales of securities by an Access Person or his/her Immediate Family (“Securities Transactions”) must be conducted in a manner that does not interfere with the portfolio transactions of any Advisory Clients so as to avoid any actual or potential conflicts of interest or any abuse of a Supervised Person’s position of trust and responsibility.
- Supervised Persons should not take inappropriate or unfair advantage of their relationship with Advisory Clients.
- Independence in the investment decision-making process is paramount.

### III. STANDARDS OF BUSINESS CONDUCT

#### A. Compliance with Laws and Regulations

Supervised Persons must adhere to the following standards of business conduct, as well as comply with all applicable federal securities laws.

No Supervised Person may:

- Employ any device, scheme or artifice to defraud an Advisory Client;
- Make any untrue statement of a material fact to an Advisory Client or omit to state a material fact necessary in order to make the statements made to an Advisory Client, in light of the circumstances under which they are made, not misleading;
- Engage in any act, practice or course of business that operates or would operate as a fraud or deceit on an Advisory Client;
- Engage in any manipulative practice with respect to an Advisory Client; or
- Engage in any manipulative practice with respect to securities, including price manipulation.

Questionable situations should be resolved in favor of the Advisory Clients and technical compliance with the Code’s procedures will not necessarily insulate from scrutiny any trades or other situations that indicate an abuse of a Supervised Person’s duties.

#### B. Conflicts of Interest

As a fiduciary, the Adviser (including Supervised Persons) has an affirmative duty of care, loyalty, honesty and good faith to act in the best interests of its Advisory Clients. Compliance with this duty can be achieved by trying to avoid conflicts of interest and by fully disclosing all material facts concerning any conflict that does arise with respect to any Advisory Client.

#### IV. PROHIBITED TRANSACTIONS AND ACTIVITIES

All Access Persons and their Immediate Families are prohibited from engaging in any of the following Securities Transactions in Accounts absent pre-approval of the transaction from the CCO, as described in Section VI of this Code:

1. Any transaction in a Covered Security while in possession of material nonpublic information regarding the Covered Security or the issuer of the Covered Security.
2. Transactions intended to raise, lower or maintain the price of any Covered Security or to create a false appearance of active trading.  
  
Purchases or sales of Covered Securities, or writing an option to purchase or sell a Covered Security, at a time when the Access Person has knowledge of an intention to purchase or sell that Covered Security on behalf of an Advisory Client. This prohibition applies whether the Securities Transaction is in the same (two purchases) or the opposite (a purchase and sale) direction as the transaction of the Advisory Client.
3. Any purchase or sale of Covered Securities, including writing an option to purchase or sell a Covered Security, on any day during which an Advisory Client has a pending "buy" or "sell" order in the same Covered Security until that order is executed or withdrawn, unless an explanation of why the trade is necessary is provided and provision is made for the Advisory Client trade to take precedence, in terms of price, over the trade in question.
4. Recommendation of any Securities Transaction to an Advisory Client without having disclosed the Access Person's or Immediate Family member's interest, if any, in such securities or the issuer of the securities, including, without limitation:
  - a. such person's direct or indirect Beneficial Interest in any securities of such issuer;
  - b. any contemplated transaction by such person in such securities;
  - c. any position with such issuer or its affiliates; or
  - d. any present or proposed business relationship between such issuer or its affiliates and such person or any party in which such person has a significant interest.
5. Any acquisition of securities in an Initial Public Offering (other than a new offering of a registered open-end investment company).
- 6.

7. Any acquisition of Covered Securities in a Limited Offering or private placement. Upon request and application, as described in Section VI of this Code, the CCO may give permission to such a transaction after considering, among other factors, whether the investment opportunity should be reserved for the Advisory Client and whether the opportunity is being offered to the Access Person by virtue of his or her position.
8. Purchases of a Portfolio Security within 31 days of a sale of the Portfolio Security, and sales of a Portfolio Security within 31 days of a purchase of the Portfolio Security, absent an agreement to give up all profits of the transaction.
9. Purchases or sales of Covered Securities, or writing an option to purchase or sell a Covered Security, within seven (7) calendar days of a purchase or sale of the same Covered Securities by an Advisory Client.

## V. EXEMPT TRANSACTIONS

The prohibitions and conditions described in Section IV above shall not apply to:

- Purchases or sales of shares of registered open-end investment companies;
- Purchases or sales effected in any account over which the Access Person (i) has no direct or indirect influence or control, or (ii) has given discretionary investment authority to an independent third party;
- Purchases or sales that are non-volitional on the part of the Access Person;
- Purchases that are part of an automatic dividend reinvestment plan; or
- Purchases effected upon the exercise of rights issued by an issuer pro rata to all holders of a class of its securities, to the extent such rights were acquired from the issuer, and sales of such rights so acquired.

## VI. PRECLEARANCE OF CERTAIN CONDITIONAL TRANSACTIONS

### A. Request for Preclearance

In order to attempt to obtain preclearance from the CCO, an Access Person must submit in writing a completed and executed Access Person Preclearance Request Form ([Appendix 3](#)), which shall set forth the details of the proposed transaction. Preclearance of the transaction as described on such Form shall be evidenced by the signature of the CCO thereon. The CCO shall retain a copy with all required signatures and a copy placed in the Access Person's file.

**B. Conditions to be Satisfied**

Upon written request from an Access Person, as provided in Section VI.A. above, the CCO shall have the sole discretion to preclear a personal Securities Transaction, without being required to specify any reason for such determination. The CCO shall make such determination in accordance with the descriptions of exempt transactions noted in Section V above.

**C. Additional Factors to be Considered**

In addition to the factors set forth above, the CCO may take into account, among other factors, each of the following:

1. Whether the amount or nature of the transaction is likely to affect the price or market for the security.
2. Whether the Access Person making the proposed purchase or sale is likely to benefit from purchases or sales being made or being considered by an Advisory Client.

**C. Compliance with Section 204A**

Preclearance shall be granted by the CCO only if a purchase or sale of securities is consistent with the purposes of this Code and Section 204A of the Advisers Act. To illustrate, a purchase or sale may be considered consistent with those purposes if such purchase or sale is only remotely potentially harmful to an Advisory Client because such purchase or sale would be unlikely to affect a highly institutional market, or because such purchase or sale is clearly not related economically to the securities held, purchased or sold by the Advisory Client.

**D. Disclosure by Access Person**

If preclearance to engage in a Securities Transaction is granted to an Access Person in accordance with this Code, the Access Person is under an affirmative obligation to disclose that position if such Access Person plays a material role in a subsequent investment decision regarding the same issuer. In such circumstances, investment Personnel with no personal interest in the issuer shall review the investment decision to purchase such securities.

Preclearance granted to an Access Person in accordance with this Code is only effective for five (5) business days from (and including) the date of such preclearance. If the trade is not made within five (5) business days, a new clearance must be obtained.

## VII. INSIDER TRADING

Supervised Persons are prohibited from engaging in insider trading, by trading either personally or on behalf of others while in possession of material non-public information, and are prohibited from communicating or disclosing material non-public information in violation of applicable law and their duty to keep such information strictly confidential. Material non-public information includes, but is not limited to, information regarding issuers of securities, an adviser's securities recommendations and client securities holdings and transactions, as well as any non-public information that may affect the price of a security and/or the securities markets, or which may otherwise be of significance to a person's decision regarding whether to purchase, sell, or hold securities.

Employees are subject to the prohibition on insider trading and other restrictions on the use of material non-public information set forth in the Trading Policy and Procedures (see Appendix 2). The Trading Policy and Procedures shall be updated as necessary by the CCO.

## VIII. ACCESS PERSON REPORTING REQUIREMENTS

Every Access Person must provide the CCO with personal holdings disclosure reports as described below. Each report must include the date that the report was submitted. The CCO will identify all Access Persons who are required to make reports under this section of the Code and will inform those persons of their reporting obligations. A list of all persons required to make reports under this section will be maintained, as described in Section XI of this Code.

### A. Initial Holdings Report.

No later than 10 days after the date that a person becomes an Access Person or the adoption of this Code, whichever is later, each Access Person must submit to the CCO an Initial Holdings Report (Appendix 4). A copy of the information contained in the Initial Holdings Report must be current as of a date no more than 45 days prior to the date the person becomes an Access Person or the adoption of this Code. The Initial Holdings Report must include:

1. The title and type of securities, the exchange ticker symbol or CUSIP number, if applicable, the number of shares, and the principal amount of each Reportable Security in which the Access Person had any direct or indirect beneficial ownership when the person became an Access Person;
2. With respect to brokerage accounts, the Initial Holdings Report must include the name of any broker, dealer, or bank with whom the Access Person maintained an account in which securities were held for the direct or indirect benefit of the Access Person as of the date the person became an Access Person; and
3. The date the report is submitted.

**B. Annual Holdings Report.**

Each Access Person must submit to the CCO an Annual Holdings Report (Appendix 5) which is current as of a date no more than 45 days before the report is submitted. The Annual Holdings Report must include the same information in the Initial Holdings Report outlined above.

**C. Quarterly Transaction Report**

No later than 30 days after the end of a calendar quarter, each Access Person must submit to the CCO a Quarterly Transaction Report that contains a summary of all transactions in Reportable Securities in which the Access Person had any direct or beneficial ownership conducted during the quarter. The transaction summaries must include:

1. The date of the transaction, the title, the exchange ticker symbol or CUSIP number, if applicable, interest rate and maturity date, number of shares, and principal amount of each Reportable Security involved;
2. The nature of the transaction (i.e., purchase, sale, or any other type of acquisition or disposition);
3. The price of the security at which the transaction was effectuated;
4. The name of the broker, dealer or bank with or through which the transaction was effected; and
5. The date the report is submitted.

Access Persons are not required to submit a Quarterly Transaction Report with respect to:

1. Securities held in accounts over which the Access Person had no direct or indirect control or influence;
2. Transactions effected pursuant to an automatic investment plan; or
3. Duplicate information contained in broker trade confirmations or account statements that the Adviser holds in its records, as long as the Adviser receives the confirmations or statements no later than 30 days after the end of the applicable calendar quarter.

An Access Person who engages in no reportable transactions during the quarter is not required to submit a Quarterly Transaction Report.

## **IX. BOARD POSITIONS**

No employee may serve as a director of a publicly held company without prior approval from the CCO based upon a determination that service as a director would not be adverse to the interests of any Advisory Client.

## **X. GIFTS**

### **A. Accepting Gifts**

On occasion, because of their position with the Adviser, Supervised Persons may be offered, or may receive without notice, gifts from clients, outside vendors, or other persons who do business or are seeking to do business with Adviser. Solicitation of such gifts or gratuities is unprofessional and is strictly prohibited. This provision shall not apply to gifts received from immediate family members who give any such gifts in that capacity.

Acceptance of extraordinary or extravagant gifts is not permissible nor may employees accept any gifts that are intended to influence any business decision or relationship. Any such gifts must be declined or returned in order to protect the reputation and integrity of Adviser. Gifts of a nominal value (i.e., gifts with a reasonable value of no more than \$250 a year) and customary business lunches, dinners, entertainment (e.g., sporting events), and promotional items (e.g., pens, mugs, T-shirts) from anyone that is known by that person to be doing business with the Adviser or any of the Adviser's Advisory Clients, may be accepted without the approval of the CCO.

If any gift is received that might be prohibited under this Code, the Supervised Person involved must immediately inform the CCO.

### **B. Giving Gifts**

Supervised Persons may not give any gift with a value in excess of \$250 per year to persons associated with securities or financial organizations, other member organization, including exchanges, commodity firms, news media, or clients of the Adviser. This provision shall not apply to gifts to immediate family members given in that capacity.

## **XI. ADMINISTRATION AND PROCEDURAL MATTERS**

The CCO shall:

1. Furnish a copy of this Code and any amendments thereto to each Supervised Person and notify each Supervised Person of his/her obligation to complete a Certification Form ([Appendix 6](#)) acknowledging receipt of the Code and any amendment and each Access Person of his/her obligation to file reports as provided by this Code ([Appendix 7](#)).

2. Supervise the implementation and enforcement of this Code.
3. Periodically review Access Persons' personal Securities Transactions and holdings reports.
4. Determine whether any particular Securities Transaction should be exempted pursuant to the provisions of this Code.
5. Issue, either personally or with the assistance of counsel, as appropriate, any interpretation of this Code that may appear consistent with the objectives of Rule 204A-1 under the Advisers Act and this Code.
6. Conduct such inspections or investigations as shall reasonably be required to detect and report any apparent violations of this Code.
7. Cause to be maintained in an easily accessible place, the following records:
  - a. a copy of any Code adopted pursuant to Rule 204A-1 of the Advisers Act which has been in effect during the past five (5) years;
  - b. a copy of all Certification Forms acknowledging receipt of the Code and amendments for each person who is currently, or within the past five (5) years was, a Supervised Person;
  - c. a copy of any preclearance, trade confirmation, account statement or report required to be made by any Access Person (during the past five (5) years);
  - d. a copy of each report made by the CCO during the past five (5) years with respect to the Code;
  - e. a record of all persons, currently or within the last five (5) years, who are or were required to submit transaction reports or holdings reports to the CCO pursuant to Section VII above or who are or were responsible for reviewing these reports;
  - f. a record of any violation of the Code and of any action taken as a result of such violation (during the past five (5) years); and
  - g. a record of all exceptions granted from the Code during the past five (5) years.

## **XII. SANCTIONS**

### **A. Imposition of Sanctions**

If a determination is made that a Supervised Person has committed a violation of the Code, sanctions may be imposed, or other actions taken, including: a letter of caution or warning, suspension of personal trading rights, suspension of employment (with or without compensation), fine, civil referral to the Securities and Exchange Commission ("SEC"), criminal referral, and termination of the employment of the violator for cause. A Supervised Person also may be required to reverse the trade(s) in question and forfeit any resulting profit or absorb any resulting loss. The amount of profit shall be calculated and shall be forwarded to a charitable organization.

### **B. Authority**

The CCO has sole authority to determine the remedy for any violation of the Code, including appropriate disposition of any moneys forfeited pursuant to this provision. Failure to promptly abide by a directive to reverse a trade or forfeit profits may result in the imposition of additional sanctions.

### **C. Managing Member Report**

Whenever it is determined that a Supervised Person has committed a violation of this Code that merits significant remedial action, a report will be prepared, providing information relating to the investigation of the violation, including any sanctions deemed appropriate. The CCO may determine whether to delay the imposition of any sanctions.

## **XIII. CONFIDENTIALITY**

All information obtained from any Access Person hereunder shall be kept in strict confidence, except that reports of Securities Transactions hereunder will be made available to the SEC or any other regulatory or self-regulatory to the extent required by law or regulation.

## **XIV. OTHER LAWS, RULES AND STATEMENTS OF POLICY**

Nothing contained in this Code shall be interpreted as relieving any Supervised Person from acting in accordance with the provision of any applicable law, rule or regulation, or any other statement of policy or procedure governing the conduct of such person.

## **XV. FURTHER INFORMATION**

If any person has any question with regard to the applicability of the provisions of this Code, generally, or with regard to any Securities Transaction, he/she should consult the CCO.

## **XVI. EXCEPTIONS**

Although exceptions to the Code will rarely, if ever, be granted, the CCO may grant exceptions to the requirements of the Code on a case by case basis upon a finding that the proposed conduct involves negligible opportunity for abuse.

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Exhibit K-11

## DEFINITIONS

**Access Person** means any Supervised Person (i) who has access to nonpublic information regarding any Advisory Client's purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any Reportable Fund, or (ii) who has access to such recommendations that are nonpublic. All directors, officers and partners of the Adviser are presumed to be Access Persons.

**Account** means the following securities accounts: any personal account; any joint or tenant-in-common account in which the person has an interest or is a participant; any account for which the person acts as trustee, executor, or custodian; any account over which the person has investment discretion or otherwise can exercise control (other than non-related client accounts over which the person has investment discretion), including the accounts of entities controlled directly or indirectly by the person; any other account in which the person has a direct or indirect Beneficial Interest and any account in which an Immediate Family member has a Beneficial Interest; provided, however, that Account shall not include any securities account over which the person has no investment discretion and cannot exercise control over any investment decisions, including any blind trusts.

**Beneficial Ownership/Beneficial Interest** means a direct or indirect "pecuniary interest," as defined in subparagraph (a)(2) of Rule 16a-1 under the Securities Exchange Act of 1934, as amended (the "1934 Act"), that is held or shared by a person, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, in a security. The term "pecuniary interest," as it is defined under the 1934 Act, is generally understood to mean having the opportunity to share, directly or indirectly, in any profit or loss on a transaction in Securities, including, but not limited to, all joint accounts, partnerships and trusts. An Access Person is presumed to have Beneficial Ownership of any Immediate Family member's account.

**Covered Security** means a "security," as defined in section 2(a)(36) of the Investment Company Act of 1940, as amended, except that it does not include direct obligations of the United States government, bankers' acceptances, bank certificates of deposit, commercial paper, high quality short-term debt instruments, repurchase agreements, or shares issued by open-end funds.

**Immediate Family** means a person's spouse, a person's minor child, any adult residing in the same household as the person, any relative dependent on the person for financial support, and any other person designated by the CCO.

**Initial Public Offering** means an offering of securities registered under the Securities Act of 1933, as amended (the "1933 Act"), the issuer of which, immediately before the registration, was not subject to the reporting requirements of sections 13 or 15(d) of the 1934 Act.

**Limited Offering** means an offering that is exempt from registration under the 1933 Act pursuant to section 4(2) or section 4(6) or 77d(6)) or pursuant to Rule 504, Rule 505, or Rule 506 under the 1933 Act.

**Portfolio Securities** means stocks, notes, bonds, debentures, or other evidences of indebtedness, and all derivative investments, such as options and warrants, being held by any fund for which the Adviser serves as an investment adviser, or presently being contemplated for purchase by any such fund.

**Reportable Fund** means any fund for which the Adviser serves as an investment adviser or any fund whose investment adviser or principal underwriter controls the Adviser, is controlled by the Adviser, or is under common control with the Adviser.

**Reportable Security** means a “security,” as defined in Section 202(a)(18) of the Adviser’s Act, except that it does not include direct obligations of the United States government, bankers’ acceptances, bank certificates of deposit, commercial paper, high quality short-term debt instruments, repurchase agreements, shares issued by money market funds, shares issued by open-end funds other than Reportable Funds, and shares issued by unit investment trusts that are invested exclusively in one or more open-end funds, none of which are Reportable Funds.

**Securities Transaction** means a purchase or sale of securities, or writing an option to purchase or sell a security.

**Supervised Person** means the Adviser’s officers, directors, partners, employees and any other persons who provide advice on behalf of the Adviser and are subject to the Adviser’s supervision and control.

**COOK & BYNUM CAPITAL MANAGEMENT, LLC****TRADING POLICY AND PROCEDURES**

Cook & Bynum Capital Management, LLC (“**CBCM**”) has adopted the following trading policy and procedures (the “**Trading Policy**”) with respect to the trading activities of each member, officer, and employee of CBCM (collectively, the “**Employees**”). Each Employee must carefully read this Trading Policy, retain one copy for your records, and sign and return the second copy to the Chief Compliance Officer (the “**CCO**”).

**I. Purpose of Personal Trading Policies and Procedures**

Federal law prohibits CBCM and each of its Employees from purchasing or selling any “publicly-traded” stock, bond, future, option or other security on the basis of material, nonpublic information (*i.e.*, insider trading). In addition, CBCM and each Employee has a fiduciary obligation to protect the confidentiality of all proprietary, sensitive or other confidential information communicated to CBCM and each Employee. Finally, because CBCM and each of its Employees is a fiduciary to CBCM’s clients, CBCM and each Employee must maintain the highest ethical standards and refrain from engaging in activities that may create actual or apparent conflicts of interest between the interests of CBCM or such Employees and the interests of CBCM’s clients. To ensure that insider trading does not occur and that conflicts of interest are avoided, CBCM has adopted the policies and procedures set forth in this Trading Policy. Any questions regarding CBCM’s trading policy and procedures should be directed to the CCO.

**II. Generally****A. Insider Trading**

It is unlawful to engage in “insider trading.” As such, no Employee may:

1. Purchase or sell a security on the basis of material, non-public information; or
2. Communicate material, non-public information to another where the communication leads to, or is intended to lead to, a purchase or sale of securities.

**III. Insider Trading****A. Insider Trading Defined**

The term “insider trading” is generally used to refer to

1. A person’s use of material, non-public information in connection with transactions in securities; and

2. Certain communications of material, non-public information.

The laws concerning insider trading generally prohibit:

- The purchase or sale of securities by an insider, on the basis of material, non-public information;
- The purchase or sale of securities by a non-insider, on the basis of material, non-public information where the information was disclosed to the non-insider in violation of an insider's duty to keep the information confidential or was misappropriated; or
- The communication of material, non-public information in violation of a confidentiality obligation where the information leads to a purchase or sale of securities.

1. **Who Is an Insider?** The concept of “insider” is broad. It includes member, officers, directors, partners, employees and majority shareholders of a company or other entity. In addition, a person can be considered a “temporary insider” of a company or other entity if he or she enters into a confidential relationship in the conduct of the company's or entity's affairs and, as a result, is given access to information that is intended to be used solely for such company's or entity's purposes. A temporary insider can include, among others, an entity's attorneys, accountants, consultants, investment bankers, commercial bankers and the employees of such organizations. In order for a person to be considered a temporary insider of a particular entity, the entity must expect that the person receiving the information keep the information confidential and the relationship between the entity and the person must at least imply such a duty. Analysts are usually not considered insiders of the entities that they follow, although if an analyst is given confidential information by an entity's representative in a manner in which the analyst knows or should know to be a breach of that representative's duties to the entity, the analyst may become a temporary insider.

2. **What Is Material Information?** Trading on inside information is not a basis for liability unless the information is “material.” Material information is generally defined as information that a reasonable investor would likely consider important in making his or her investment decision, or information that is reasonably certain to have a substantial effect on the price of a company's securities. Information that should be considered material includes, but is not limited to: dividend changes, earnings estimates, changes in previously released earnings estimates, significant merger or acquisition proposals or agreements, major litigation, liquidity problems and extraordinary management developments. Material information does not have to relate to a company's business, it can be significant market information. For example, a reporter for *The Wall Street Journal* was found criminally liable for disclosing to others the dates on which reports on various companies would appear in *The Wall Street Journal* and whether or not those reports would be favorable.

3. **What Is Non-public Information?** Information is non-public unless it has been effectively communicated to the market place. For information to be considered public, one must be able to point to some fact to show that the information has been generally disseminated to the public. For example, information found in a report filed with the SEC or appearing in *Dow Jones*, *Reuters Economic Services*, *The Wall Street Journal* or another publication of general circulation is considered public. Market rumors are not considered public information.

**B. Penalties For Insider Trading**

Penalties for trading on or communicating material, non-public information are severe, both for the individuals involved in the unlawful conduct and for their employers. A person can be subject to some or all of the penalties set forth below even if he or she does not personally benefit from the violation. Penalties include:

- Civil injunctions;
- Disgorgement of profits;
- Jail sentences;
- Fines for the person who committed the violation of up to 3 times the profit gained or loss avoided (per violation or illegal trade), whether or not the person actually benefited from the violation; and
- Fines for the employer or other controlling person of the person who committed the violation of up to the greater of \$1,000,000 or three times the amount of the profit gained or loss avoided (per violation or illegal trade).

In addition, any violation of this Trading Policy can be expected to result in serious sanctions by CBCM, including dismissal of the persons involved.

**C. Procedures To Prevent Insider Trading**

If any Employee receives any information that may constitute such material, non-public information, the Employee should:

1. Not buy or sell any securities, including options or other securities convertible into or exchangeable for such securities for a personal account or a client account;
2. Not communicate such information to any other person (other than the CCO); and
3. Discuss promptly such information with the CCO.

Under no circumstances should such information be shared with any persons not employed by CBCM, including family members and friends.

**VI. Sanctions.**

Upon discovering a violation of any of these procedures, CBCM may impose sanctions as it deems appropriate, including, among other things, a letter of censure or suspension or termination of the employment of the violator.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

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Exhibit K-17

**ACCESS PERSON PRECLEARANCE REQUEST FORM**

David A. Hobbs, CCO, Cook & Bynum Capital Management, LLC:

On each of the dates proposed below, I hereby request permission to effect a transaction in the securities indicated below on behalf of myself, my Immediate Family (as defined in the Code of Ethics dated August 2011 (the "Code") adopted pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, as amended), trusts of which I am trustee or another account in which I have a beneficial interest or legal title, and which are required to be pre-approved pursuant to the Code.

(Use approximate dates and amounts of proposed transactions.)

Name of Security	Proposed Date of Transaction	No. of Shares or Principal Amount	Dollar Amount Of Transaction	Nature of Transaction (Purchase, Sale, Other)	Broker/Dealer or Bank	Price
------------------	------------------------------	-----------------------------------	------------------------------	-----------------------------------------------	-----------------------	-------

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Permission Granted

Permission Denied

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
CCO

Exhibit K-18





**SUPERVISED PERSON CERTIFICATION FORM**

Cook & Bynum Capital Management, LLC  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

Attention: David A. Hobbs, CCO:

I hereby certify that:

I have received, read and understand the Code of Ethics dated August 2011 (the "Code"). I hereby agree to certify on an annual basis that I have complied with the requirements of the Code.

Access Person Signature
Print Name

Dated:

**ACCESS PERSON CERTIFICATION FORM**

Cook & Bynum Capital Management, LLC  
820 Shades Creek Parkway, Suite 2450  
Birmingham, AL 35209

Attention: David A. Hobbs, CCO:

I hereby certify that:

I have received, read and understand the Code of Ethics dated August 2011 (the "Code"). I hereby agree to certify on an annual basis that I have complied with the requirements of the Code and that I have disclosed or reported all personal securities transactions required to be disclosed or reported pursuant to the requirements of the Code.

Access Person Signature
Print Name

Dated:

Exhibit K-22

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Exhibit L

**RULE 17j-1 CODE OF ETHICS**

**THE COOK & BYNUM FUNDS TRUST**

**COOK & BYNUM CAPITAL MANAGEMENT, LLC**

**A. LEGAL REQUIREMENTS.**

Rule 17j-1(b) under the Investment Company Act of 1940 (the “Act”) makes it unlawful for any officer, trustee, director, or employee of Cook & Bynum Funds Trust (the “Trust”) or Cook & Bynum Capital Management, LLC (the “Adviser”) (as well as certain other persons), in connection with the purchase or sale<sup>7</sup> by such person of a security “held or to be acquired” by any series of the Trust (a “Fund”):

- (1) To employ any device, scheme or artifice to defraud the Trust or a Fund;  
To make to the Trust or a Fund any untrue statement of a material fact or omit to state to the Trust or a Fund a material
- (2) fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading;
- (3) To engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the Trust or a Fund; or
- (4) To engage in any manipulative practice with respect to the Trust or a Fund.

A security is “held or to be acquired” if it is a “covered security”<sup>8</sup> (or an option on a covered security) and within the most recent 15 days (i) the covered security is or has been held by the Trust or a Fund, or (ii) the covered security is being or has been considered by the Trust or a Fund or the investment adviser for the Trust or a Fund for purchase by the Trust or the Fund.

**B. TRUST POLICIES.**

1. It is the policy of the Trust that no “access person”<sup>9</sup> of the Trust, a Fund or the Adviser shall engage in any act, practice or course or conduct that would violate the provisions of Rule 17j-1(b) set forth above.

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<sup>7</sup> A purchase or sale includes the writing of an option to purchase or sell.

<sup>8</sup> A “covered security” is any security under the broad definition of Section 2(a)(36) of the Act except: (i) direct obligations of the United States, (ii) bankers’ acceptances, bank CDs, commercial paper, high quality short-term debt instruments (including repurchase agreements), and (iii) shares of open-end investment companies other than the Funds.

<sup>9</sup> An “access person” is (i) each trustee, director or officer of the Trust or the Adviser, (ii) each employee (if any) of the Trust or the Adviser who, in connection with his regular duties, makes, participates in or obtains information about the purchase or sale of a security by and/or of the Trust or a Fund or whose functions relate to the making of any recommendations with respect to such purchases or sales, and (iii) any natural person in a control relationship to

2. In keeping with the recommendations of the Board of Governors of the Investment Company Institute, the following general policies shall govern personal investment activities of access persons of the Trust, a Fund or the Adviser:

(a) It is the duty of all access persons of the Trust, the Funds and the Adviser to place the interest of Trust shareholders first;

(b) All access persons of the Trust, the Funds and the Adviser shall conduct personal securities transactions in a manner that is consistent with this Code of Ethics and that avoids any actual or potential conflict of interest or any abuse of a position of trust and responsibility; and

(c) No access person of the Trust, the Funds or the Adviser shall take inappropriate advantage of his or her position.

### C. REPORTING REQUIREMENTS.<sup>10</sup>

1. In order to provide the Trust with information to enable it to determine with reasonable assurance whether the Trust's policies are being observed by its access persons:

(a) Each person becoming an access person of the Trust, the Funds or the Adviser, other than a trustee who is not an "interested person" of the Fund (as defined in the Act), shall no later than 10 days after becoming such an access person submit a report in the form attached hereto as Appendix 1 or in another form provided that it contains the same information required by Rule 17j-1(d)(1)(i) (an "INITIAL HOLDING REPORT") to the Trust's Chief Compliance Officer showing all holdings in covered securities in which the person had any direct or indirect beneficial ownership. Such Initial Holding Report shall also indicate all broker/dealers and banks with which the access person maintained an account in which any securities were held for the direct or indirect benefit of the access person as of the date the person became an access person. Such initial holding report must be current as of a date no more than 45 days prior to the individual becoming an access person with respect to the initial holdings report. Such reports need not show holdings over which such person had no direct or indirect influence or control.

(b) Each access person of the Trust, the Funds or the Adviser, other than a trustee who is not an "interested person" (as defined in the Act), shall submit reports in the form attached hereto as Appendix 1 or in another form provided that it contains the information required by Rule 17j-1(d)(1)(ii) ("SECURITIES TRANSACTION REPORTS") to the Trust's Chief Compliance Officer showing all transactions in "covered securities" in which the person

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the Trust, a Fund or the Adviser who obtains information concerning recommendations made to the Fund with regard to the purchase or sale of covered securities.

<sup>10</sup> An access person of the Trust or a Fund who is also an access person of the Trust's or a Fund's investment adviser or principal underwriter may submit reports required by this Section to such investment adviser or principal underwriter in lieu of submitting reports under Cook & Bynum Funds Trust's Code of Ethics PROVIDED that (i) codes of ethics of such entities have been approved by the Board of Trustees of the Trust and otherwise comply with Rule 17j-1 and (ii) such forms contain substantially the same information as called for in the forms required by this Section C and comply with the requirements of Rule 17j-1(d)(1).

has, or by reason of such transaction acquires, any direct or indirect beneficial ownership.<sup>(5)</sup><sup>11</sup> Such report shall also show information relating to all accounts established by the access person in which any securities were held during the quarter for the direct or indirect benefit of the access person. Such reports shall be filed no later than 30 days after the end of each calendar quarter, but need not show transactions over which such person had no direct or indirect influence or control and securities purchased pursuant to an automatic investment plan.

(c) Each trustee who is not an “interested person” of the Trust (as defined in the “Act”) shall submit the same quarterly report as required under paragraph (b) to Fund counsel or the Trust’s Chief Compliance Officer but only for a transaction in a reportable security where he or she knew at the time of the transaction or, in the ordinary course of fulfilling his or her official duties as a trustee, should have known that during the 15-day period immediately preceding or after the date of the transaction such security is or was purchased or sold, or considered for purchase or sale, by the Trust or a Fund. No report is required if the trustee had no direct or indirect influence or control over the transaction or if the securities purchased were purchased pursuant to an automatic investment plan.

(d) All access persons must report to the Trust’s Chief Compliance Officer as described above, unless they are required to report to the Adviser, the distributor of the Trust (or of a Fund) or administrator of the Trust (or of a Fund) pursuant to a code of ethics adopted by, respectively, the Adviser, distributor or administrator; provided such code of ethics, if belonging (i) to the Adviser or (ii) to a distributor (1) that is an affiliated person of the Trust or an Adviser or (2) whose officer, director or general partner serves the Trust or Adviser in this same capacity (“Affiliated Distributor”), has been approved by the Board.

#### **D. PRECLEARANCE PROCEDURES.**

Individuals subject to this Code, including Investment personnel of the Trust or a Fund shall obtain approval from the Trust’s Chief Compliance Officer, or his or her delegate, before directly or indirectly acquiring beneficial ownership in any securities in an initial public offering or in a limited offering.<sup>12</sup>

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<sup>11</sup> “Beneficial ownership” of a security is determined in the same manner as it would be for the purposes of Section 16 of the Securities Exchange Act of 1934, except that such determination should apply to all covered securities (including securities that are not subject to the provisions of such Section 16). Generally, a person should consider himself or herself the beneficial owner of securities held by his or her spouse, his or her minor children, a relative who shares his or her home, or other persons if by reason of any contract, understanding, relationship, agreement or other arrangement, he or she obtains from such covered securities benefits substantially equivalent to those of ownership. He or she should also consider himself or herself the beneficial owner of securities if he or she can vest or divest title in himself or herself now or in the future.

<sup>12</sup> “Investment personnel of the Trust or a Fund” means (i) any employee of the Trust (or of a company in a control relationship to the Fund) who, in connection with his or her regular functions or duties, makes or participates in making recommendations regarding the purchase or sale of securities by the Trust or a Fund, and (ii) any natural person who controls the Trust or a Fund and who obtains information concerning recommendations made to the Trust or a Fund regarding the purchase or sale of securities. “Initial public offering” and “limited offering” shall have the same meaning as set forth in Rule 17j-1(a)(6) and (8), respectively.

**E. NOTICE TO, AND REVIEW OF, HOLDING REPORTS BY ACCESS PERSONS.**

1. The Secretary or any Assistant Secretary shall notify each access person of the Trust, the Funds or the Adviser who may be required to make reports pursuant to this Code that such person is subject to this reporting requirement and shall deliver a copy of this Code to each such person.
2. The Chief Compliance Officer or his or her delegate shall review reports submitted under Section C of this Code.
3. The Secretary or an Assistant Secretary will establish and maintain records of access persons of the Trust, the Funds or the Adviser, other than trustees who are not “interested persons” (as defined in the Act), who are required to make reports under Section C of this Code and shall establish and maintain records of any delegate responsible for reviewing such reports. The Chief Compliance Officer of the Trust will establish and maintain records of trustees who are not “interested persons” (as defined in the Act) who are required to make reports under Section C of this Code.

**F. REPORTS TO TRUSTEES.**

1. The Trust’s Chief Compliance Officer or Legal Counsel for the Trust shall report to the Board of Trustees:

(a) at the next meeting following the receipt of any Securities Transaction Report with respect to each reported transaction in a security which was held or acquired by the Trust or a Fund within 15 days before or after the date of the reported transaction or at a time when, to the knowledge of the Chief Compliance Officer, Legal Counsel for the Trust, the Trust, a Fund, or the respective investment adviser for the Trust or a Fund, was considering the purchase or sale of such security;

(b) with respect to any transaction not required to be reported to the Board by the operation of subparagraph (a) that the Secretary or Legal Counsel for the Trust believes nonetheless may evidence a violation of this Code; and

(c) any apparent violation of the reporting requirement.

2. The Board shall consider reports made to it hereunder and shall determine whether the policies established in section B above have been violated, and what sanctions, if any, should be imposed.

**G. APPROVAL OF CODES AND MATERIAL AMENDMENTS THERETO.**

1. The Board of Trustees of the Trust, including a majority of the independent Trustees thereof, shall approve the Codes of Ethics of the Trust, of the principal underwriter of the Trust, and of each investment adviser and sub-adviser to any Fund, in each case, provided such approval is required by Rule 17j-1. No principal underwriter of the Trust or investment adviser or sub-adviser to any Fund may be appointed unless and until the Code of Ethics of that entity has been approved by the Board of Trustees of the Trust, including a majority of the independent Trustees thereof. Following initial approval of the Code of Ethics of the principal underwriter of the Trust or any investment adviser or sub-adviser to any Fund, any material change to such Code must be approved by the Board of Trustees of the Trust, including a majority of the independent Trustees thereof, within six months of said amendment, in each case, provided such approval is required by Rule 17j-1. No amendment of this Code may be made unless and until approved by the Board of Trustees of the Trust, including a majority of the independent Trustees thereof.

2. In approving a Code of Ethics, the Board of Trustees shall have secured a certificate from the entity that adopted the Code that it has adopted procedures reasonably necessary to prevent its access persons from violating the Code in question.

#### **H. ANNUAL REPORT**

The Adviser shall, not less frequently than annually, furnish the Board of Trustees of the Trust with a written report that:

1. describes any issues arising under its Code of Ethics or procedures since the last report to the Board of Trustees, including, but not limited to, information about material violations of such Code or procedures and sanctions imposed in response, and
2. certifies that the Adviser has adopted procedures reasonably necessary to prevent its access persons from violating its Code of Ethics.

This Code, a copy of each Securities Transaction and Holding Report by an access person, any written report hereunder by the Chief Compliance Officer, and lists of all persons required to make reports shall be preserved with the Trust's records for the period required by Rule 17j-1.

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Exhibit L-5

**THE COOK & BYNUM FUNDS  
CONFIDENTIAL**

Printed  
Name:

\_\_\_\_\_  
\_\_\_\_\_

Position:

Director's, Officer's and Employee's Quarterly Report of Securities Transactions  
Pursuant to Section 204 of the Investment Advisers Act of 1940

Securities Transactions for Calendar Quarter Ending \_\_\_\_\_  
(See attached memo: **If no securities transactions occurred, please write "none."**)

Name of Security (Common Stock unless otherwise indicated)	Cusip# or Symbol	Date of Trade	Nature of Transaction	Amount of Security Involved	Price at Which Effected	Broker or Bank Effecting Transaction

The above is a record of transactions during the \_\_\_\_\_ quarter of 201\_\_\_\_\_ in securities in which I had, or by reason of which I acquired or disposed of, a direct or indirect beneficial ownership. This report is made solely to comply with SEC regulations and shall not be construed as an admission by me that I am the beneficial owner of the securities listed above.

\_\_\_\_\_, 201\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

ACCESS PERSON PRECLEARANCE REQUEST FORM

Chief Compliance Officer:

On each of the dates proposed below, I hereby request permission to effect a transaction in the securities indicated below on behalf of myself, my Immediate Family (as defined in the Code of Ethics dated August 2011 (the "Code") adopted pursuant to Rule 17j-1 under the Investment Company Act of 1940, as amended), trusts of which I am trustee or another account in which I have a beneficial interest or legal title, and which are required to be pre-approved pursuant to the Code.

(Use approximate dates and amounts of proposed transactions.)

Name of Security	Proposed Date of Transaction	No. of Shares or Principal Amount	Dollar Amount Of Transaction	Nature of Transaction (Purchase, Sale, Other)	Broker/Dealer or Bank	Price
------------------	------------------------------	-----------------------------------	------------------------------	-----------------------------------------------	-----------------------	-------

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Permission Granted

Permission Denied

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Chief Compliance Officer

Exhibit L-7

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POLICY 1.3

# **CODE OF ETHICS**

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# **CODE OF ETHICS**

**BHIL DISTRIBUTORS, INC.**

**BEACON HILL FUND SERVICES, INC.**

**Effective: March 2009**

**Revised: March 2010**

**Reviewed: January 2011**

**Reviewed: January 2012**

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Although this Code of Ethics has been specifically designed in accordance with the provisions of Rule 17j-1 under the Investment Company Act of 1940, as amended, to govern the principal underwriter of investment companies, in general this Code of Ethics applies to the following entities and individuals:

BHIL Distributors, Inc. and all registered persons of the broker-dealer

Beacon Hill Fund Services, Inc. and its employees

References to the “Firm” and the “Distributor” shall apply broadly to all the legal entities encompassed under this Code of Ethics.

As of March 2010

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As of March 2010

## CODE OF ETHICS

The Firm, in its role as principal underwriter for mutual funds (the “Distributor”), has adopted this Code of Ethics effective upon FINRA approval in accordance with the provisions of Rule 17j-1 (“Rule 17j-1”) under the Investment Company Act of 1940, as amended (the “1940 Act”) and NASD Rule 3050 as regulated by the Financial Industry Regulatory Authority (“FINRA”). See Appendix A for a copy of Rule 17j-1 and NASD Rule 3050 for reference purposes.

Rule 17j-1 under the 1940 Act generally prohibits deceitful, fraudulent, misleading or manipulative practices with respect to purchases or sales of securities held or to be acquired by investment companies. While this Code is designed to prevent violations of Rule 17j-1, it is possible to comply with the terms of this Code and nevertheless violate the general prohibitions set forth in Rule 17j-1. Those persons subject to this Code should be familiar with Rule 17j-1 as well as this Code and, therefore, bear these general prohibitions in mind at all times. All persons subject to this Code shall be required to certify upon initial receipt of the Code as well as certify to compliance on an annual basis thereafter. See Appendix B for the certification form.

The Code covers the following general tenets: 1) Standards; 2) Reporting; and 3) Enforcement.

### A. GENERAL STANDARDS OF ETHICAL CONDUCT

Directors, officers and other Access Persons (as defined in Rule 17j-1) have a duty at all times to place the interests of the investment companies (“Funds”) for which the Distributor acts as the principal underwriter ahead of their own interests. See Appendix C to see how to obtain specific information regarding Access Persons under this Code. There must be no conflict of interest, or appearance of conflict, between the self-interest of the individual and that of the Fund.

All personal securities transactions of these individuals must be conducted in compliance with this Code and applicable federal securities laws, in a manner that avoids any actual or potential conflict of interest or any abuse of the individual's position of trust and responsibility to the Distributor and the Funds. Individuals subject to this Code may also be subject to other codes of ethics (e.g.; codes of affiliated investment advisers, funds, etc.). To the extent possible, individuals would be expected to comply with all applicable codes of ethics. Should any provisions of multiple codes be in conflict, individuals must raise concerns with appropriate compliance personnel. See Appendix D for a list of authorized compliance personnel for the Code.

All activities of these individuals also must be conducted in accordance with the fundamental standard that they may not take any inappropriate advantage of their positions with the Distributor.

As of March 2010

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## B. STANDARDS OF CONDUCT FOR ACCESS PERSONS

### 1. Prohibitions with respect to any Fund for which Distributor serves as principal underwriter

It is prohibited for Access Persons:

- a. To employ any device, scheme or artifice to defraud the fund;
- b. To make any untrue statement of a material fact to the Fund or omit to state a material fact necessary to make the statements made to the Fund, in light of the circumstances under which they are made, not misleading;
- c. To engage in any act, practice or course of business that operates or would operate as a fraud or deceit on the Fund; or
- d. To engage in any manipulative practice with respect to the Fund.

### 2. Prohibitions regarding Purchases and Sales When a Fund Trade Is Pending

#### a. Prohibition

If an Access Person knows that an investment adviser, on behalf of any Fund, has placed a “buy” or “sell” order in a Covered Security on a particular day, the Access Person may not purchase or sell, directly or indirectly, the Covered Security or a Related Security on the same business day if:

the Access Person has any direct or indirect beneficial ownership in the Covered Security or a Related Security or the Access Person will acquire any direct or indirect beneficial ownership in the Covered Security or a Related Security by reason of the purchase.

#### b. Exceptions

This prohibition does not apply to:

- purchases or sales involving 500 or fewer shares of a Covered Security that is included in the Standard & Poor’s 500 based on individual and aggregate Transactions
- purchases or sales effected in any account or security tied to an index (QQQ, SPIR, etc.) over which the Access Person has no direct or indirect influence or control
- purchases or sales that are non-volitional on the part of the Access Person

As of March 2010

- purchases that are part of an automatic dividend reinvestment plan
- sales that are part of an automatic withdrawal plan
- purchases effected upon the exercise of rights issued by an issuer pro rata to all holders of a class of its securities to the extent the rights were acquired from the issuer
- sales of rights issued by an issuer pro rata to all holders of a class of its securities to the extent the rights were acquired from the issuer.

2. Pre-approval of Investments in IPOs and Limited Offerings

Investment Personnel of a Fund or its investment adviser must obtain approval from the Fund or the Fund's investment adviser before directly or indirectly acquiring beneficial ownership in any securities in an Initial Public Offering or in a Limited Offering. Since the Distributor will not have access to trading information, the individual must obtain any pre-approvals from the Fund or investment adviser. Members of the home office staff located at 4041 N. High Street, Ste 402, Columbus, Ohio 43214 are prohibited from participating in IPOs and Limited Offerings.

3. Confidentiality

An Access Person may not reveal to any other person (except in the normal course of his or her duties on behalf of the Distributor) any information about securities transactions of a Fund or securities under consideration for purchase or sale by a Fund. Individuals in possession of any material nonpublic information regarding the Fund's purchases or sales are prohibited from buying or selling such securities or advising any other person to buy or sell such securities.

C. REPORTING

For persons subject to the Code, there are three types of documents which will need to be provided to the Distributor, which are described below: 1) duplicate statements for brokerage accounts; 2) initial and annual holdings reports; and 3) quarterly transaction reports. Unless a person qualifies for a specific exception, documents must be submitted to the Compliance Office in the format, manner and within the timelines set forth by the Chief Compliance Officer.

1. Duplicate Statements

Upon initial registration with Distributor, each Access Person must complete a form indicating the existence of any brokerage account, and supplement the information prior to the opening of any new account thereafter. Information will be required to be updated on an annual basis in accordance with Written Supervisory Procedures. Each Access Person must arrange for duplicate copies of periodic statements of his or her brokerage accounts to be sent to the Compliance Officer within the required reporting time periods. See Appendix E for form letter to request duplicate statements. An individual is not required to provide specific information about a brokerage account nor duplicate copies of periodic statements if the holdings and transactions are limited to registered investment companies; provided however that the individual completes the necessary forms indicating that he or she qualifies for this exception to the reporting requirement.

As of March 2010

## 2. Holdings Reports

### a. What Information Must Be Included in a Holdings Report?

Each Access Person must submit written and signed reports containing information about each Covered Security in which the Access Person had any direct or indirect beneficial ownership (“Holdings Reports”). See Appendix F for Brokerage Account Holdings Report form.

Each Holdings Report must include the following information:

- Title of each Covered security in which the Access Person had any direct or indirect beneficial ownership
- Number of shares and/or principal amount of each Covered Security in which the Access Person had any direct or indirect beneficial ownership
- Name of any broker, dealer or bank with whom the Access Person maintained an account in which any securities were held for the direct or indirect benefit of the Access Person and
- Date the Holdings Report is submitted by the Access Person

If an Access Person is not required to report any information on a Holdings Report or has an exception to the holdings reporting requirements, the Access Person must indicate to that effect on the holdings report form submitted to the Compliance Office no later than 10 days after he or she becomes an Access Person for the Initial Holdings Report and by no later than February 10th of each year for the Annual Holdings Report.

### b. When Must an Access Person Submit an Initial Holdings Report?

Each Access Person must submit to the Compliance Officer an Initial Holdings Report no later than 10 days after he or she becomes an Access Person. The information included in the Initial Holdings Report must reflect the Access Person’s holdings as of a date no more than 45 days prior to the date that he or she became an Access Person.

As of March 2010

Reports?

c. When Must an Access Person Submit Annual Holdings

Each Access Person must submit to the Compliance Officer an Annual Holdings Report no later than February 10th of each year. The information included in the Annual Holdings Report must reflect the Access Person's holdings as of the immediately preceding December 31.

d. Are There Any Exceptions to These Holdings Reporting Requirements?

An Access Person does not have to include in his or her Initial and Annual Holdings Reports information about the following securities or accounts:

- Direct obligations of the government of the United States
- Bankers' acceptances
- Bank certificates of deposit
- Commercial paper
- High quality short-term debt instruments including repurchase agreements
- Shares issued by open-end Funds
- Securities held in any account over which the Access Person has no direct or indirect influence or control and Transactions effected for any account over which the
- Access Person has no direct or indirect influence or control

Exceptions Based on Duplicate Statements

In addition, an Access Person does not have to submit an annual holding report if:

the report would duplicate information contained in brokerage account statements received by the Compliance Officer no later than 30 days after the end of the calendar year.

3. Quarterly Transaction Reports

As of March 2010

a. What Information Must be Included in a Quarterly Transaction Report?

Each Access Person must submit a report through the Quarterly Certification Form (“Quarterly Transaction Report”) containing information about:

- Every transaction in a Covered Security during the quarter and in which the Access Person had any direct or indirect beneficial ownership and
- Every account established by the Access Person in which any securities were held during the quarter for the direct or indirect benefit of the Access Person.

A Quarterly Transaction Report must include the following information:

- Date of each transaction in a Covered Security
- Title of the Covered Security
- Interest rate and maturity date of the Covered Security, if applicable
- Number of shares and/or principal amount of the Covered Security
- Nature of the transaction
- Price of the Covered Security at which the transaction was effected
- Name of the broker, dealer or bank with or through which the transaction was effected
- Name of the broker, dealer or bank with whom the Access Person established any new account
- Date the account was established and
- Date the Quarterly Transaction Report is submitted by the Access Person

If an Access Person has no transactions to report, or has an exception to the transaction reporting requirement, the Access Person must indicate to that effect on the Quarterly Certification form submitted to the Compliance Officer no later than 30 days after the end of the calendar quarter. See Appendix A for Quarterly Certification form.

b. When Must an Access Person Submit a Quarterly Transaction Report through a Quarterly Certification Form?

A Quarterly Certification Form must be submitted to the Compliance Officer no later than 30 days after the end of each calendar quarter.

c. Are There Any Exceptions to These Requirements?

As of March 2010

### Exceptions for Certain Securities and Accounts

An Access Person does not have to report transactions involving the following securities or accounts:

- Direct obligations of the government of the United States
- Bankers' acceptances
- Bank certificates of deposit
- Commercial paper
- High quality short-term debt instruments including
- repurchase agreements
- Shares issued by open-end Funds
- Securities held in any account over which the Access
- Person has no direct or indirect influence or control and
- Transactions effected for any account over which the
- Access Person has no direct or indirect influence or
- control
- Transactions effected pursuant to an Automatic
- Investment Plan

### Exceptions Based on Duplicate Statements

In addition, an Access Person does not have to make a Quarterly Transaction Report for a calendar quarter if:

the report would duplicate information contained in brokerage account statements received by the Compliance Officer no later than 30 days after the end of the calendar quarter. If broker trade confirmations do not contain all of the required information, the Access Person must include the missing information in a Quarterly Transaction Report. The Access Person must indicate to that effect on the Quarterly Transaction Report form submitted to the Compliance Officer no later than 30 days after the end of the calendar quarter.

As noted earlier, individuals subject to this Code may also be subject to other codes of ethics (e.g.; codes of affiliated investment advisers, funds, etc.) which may be more restrictive. To the extent possible, individuals would be expected to comply with all applicable codes of ethics. At the option of the Chief Compliance Officer, the Distributor may recognize compliance with another Rule 17j-1 compliant code of ethics as sufficient for meeting the Distributor requirements with respect to the Code. The Distributor reserves the right to receive reports on violations and/or brokerage account information, upon reasonable request. Distributor reserves the right to nullify this exception at any time and require quarterly brokerage account statements and strict compliance with the Distributor Code of Ethics immediately. See Appendix H for Temporary Waiver Letter.

As of March 2010

If an Access Person does not need to report quarterly transactions because of this exception, the Access Person must indicate that her or she qualifies for this exception on the Quarterly Transaction Report form submitted to the Compliance Officer no later than 30 days after the end of the calendar quarter.

#### D. COMPLIANCE OFFICER REVIEWS

In reviewing transactions, the Compliance Officer will take into account the various exceptions included in this Code. Before making a determination that an Access Person has violated this Code, the Compliance Officer will give the Access Person an opportunity to supply additional information about the transaction in question. The Chief Compliance Officer will provide periodic reporting to the Board of Directors.

#### E. SANCTIONS

A registered broker-dealer and its registered representatives may be subject to fines, expulsions, censures and sanctions for violations of this Code. Violations may result in reporting to federal authorities for criminal or civil prosecution. In addition, the Board of Directors of the Distributor may impose sanctions directly, or delegate its authority to specified management personnel to impose sanctions, on an Access Person for violations of this Code as it deems appropriate. Sanctions could include disgorgement of any profits realized by the Access Person as a result of the violation, a letter of consensus or suspension in the Access Person's personnel file, or termination of the employment of the Access Person.

#### F. MISCELLANEOUS

All reports of securities transactions and any other information reported pursuant to this Code will be treated as confidential. Record retention will comply with the pre-determined record retention schedule adopted by the Distributor and as set forth in Rule 17j-1(f)(1) and FINRA requirements.

The Board of Directors of the Distributor will approve the initial Code and may from time to time adopt interpretations of this Code as it deems appropriate. The Chief Compliance Officer will review the Code annually and present all material changes to the Board for approval. The Board of Directors will empower such persons designated as authorized compliance personnel to enforce the Code.

To the extent that the Distributor is an affiliated person of the Fund or the Fund's investment adviser, Distributor shall report issues under the Code and provide an annual certification regarding its procedures in accordance with Rule 17j-1(c)(1) and (c)(2).

#### G. DEFINITIONS

As of March 2010

To the extent that a term is specifically defined in Rule 17j-1 or otherwise in the 1940 Act, such definitions will apply to the Code.

As of March 2010

**Investment Company Act of 1940**

**Rule 17j-1 -- Personal Investment Activities of Investment Company Personnel**

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a. **Definitions.** For purposes of this section:

1. Access Person means:

- i. (i) Any Advisory Person of a Fund or of a Fund's investment adviser. If an investment adviser's primary business is advising Funds or other advisory clients, all of the investment adviser's directors, officers, and general partners are presumed to be Access Persons of any Fund advised by the investment adviser. All of a Fund's directors, officers, and general partners are presumed to be Access Persons of the Fund.

If an investment adviser is primarily engaged in a business or businesses other than advising Funds or other advisory clients, the term Access Person means any director, officer, general partner or Advisory Person of the investment adviser who, with respect to any Fund, makes any

A. recommendation, participates in the determination of which recommendation will be made, or whose principal function or duties relate to the determination of which recommendation will be made, or who, in connection with his or her duties, obtains any information concerning recommendations on Covered Securities being made by the investment adviser to any Fund.

- B. An investment adviser is "primarily engaged in a business or businesses other than advising Funds or other advisory clients" if, for each of its most recent three fiscal years or for the period of time since its organization, whichever is less, the investment adviser derived, on an unconsolidated basis, more than 50 percent of its total sales and revenues and more than 50 percent of its income (or loss), before income taxes and extraordinary items, from the other business or businesses.

- ii. Any director, officer or general partner of a principal underwriter who, in the ordinary course of business, makes, participates in or obtains information regarding, the purchase or sale of Covered Securities by the Fund for which the principal underwriter acts, or whose functions or duties in the ordinary course of business relate to the making of any recommendation to the Fund regarding the purchase or sale of Covered Securities.

2. Advisory Person of a Fund or of a Fund's investment adviser means:

- i. Any director, officer, general partner or employee of the Fund or investment adviser (or of any company in a control relationship to the Fund or investment adviser) who, in connection with his or her regular functions or duties, makes, participates, in or obtains information regarding, the purchase or sale of Covered Securities by a Fund, or whose functions relate to the making of any recommendations with respect to such purchases or sales; and

- ii. Any natural person in a control relationship to the Fund or investment adviser who obtains information concerning recommendations made to the Fund with regard to the purchase or sale of Covered Securities by the Fund.

3. Control has the same meaning as in **section 2(a)(9)** of the Act.

4. Covered Security means a security as defined in **section 2(a)(36)** of the Act, except that it does not include:

- i. Direct obligations of the Government of the United States;

- ii. Bankers' acceptances, bank certificates of deposit, commercial paper and high quality short-term debt instruments, including repurchase agreements; and
  - iii. Shares issued by open-end Funds.
5. Fund means an investment company registered under the Investment Company Act.
- An Initial Public Offering means an offering of securities registered under the Securities Act of 1933, the issuer of which, immediately before the registration, was not subject to the reporting requirements of sections **13** or **15(d)** of the Securities Exchange Act of 1934.
6. Investment Personnel of a Fund or of a Fund's investment adviser means:
- i. Any employee of the Fund or investment adviser (or of any company in a control relationship to the Fund or investment adviser) who, in connection with his or her regular functions or duties, makes or participates in making recommendations regarding the purchase or sale of securities by the Fund.
  - ii. Any natural person who controls the Fund or investment adviser and who obtains information concerning recommendations made to the Fund regarding the purchase or sale of securities by the Fund.
7. A Limited Offering means an offering that is exempt from registration under the Securities Act of 1933 pursuant to **section 4(2)** or **section 4(6)** or pursuant to **rule 504**, **rule 505**, or **rule 506** under the Securities Act of 1933.
8. Purchase or sale of a Covered Security includes, among other things, the writing of an option to purchase or sell a Covered Security.
9. Security Held or to be Acquired by a Fund means:
- i. Any Covered Security which, within the most recent 15 days:
    - A. Is or has been held by the Fund; or
    - B. Is being or has been considered by the Fund or its investment adviser for purchase by the Fund; and
  - ii. Any option to purchase or sell, and any security convertible into or exchangeable for, a Covered Security described in paragraph (a)(10)(i) of this section.
- Automatic Investment Plan* means a program in which regular periodic purchases (or withdrawals) are made automatically in (or from) investment accounts in accordance with a predetermined schedule and allocation. An Automatic Investment Plan includes a dividend reinvestment plan.
10. *Automatic Investment Plan* means a program in which regular periodic purchases (or withdrawals) are made automatically in (or from) investment accounts in accordance with a predetermined schedule and allocation. An Automatic Investment Plan includes a dividend reinvestment plan.

**Unlawful Actions.** It is unlawful for any affiliated person of or principal underwriter for a Fund, or any affiliated person of an investment adviser of or principal underwriter for a Fund, in connection with the purchase or sale, directly or indirectly, by the person of a Security Held or to be Acquired by the Fund:

- 1. To employ any device, scheme or artifice to defraud the Fund;

2. To make any untrue statement of a material fact to the Fund or omit to state a material fact necessary in order to make the statements made to the Fund, in light of the circumstances under which they are made, not misleading;
3. To engage in any act, practice or course of business that operates or would operate as a fraud or deceit on the Fund; or
4. To engage in any manipulative practice with respect to the Fund.

**c. Code of Ethics.**

1. Adoption and Approval of Code of Ethics.

- i. Every Fund (other than a money market fund or a Fund that does not invest in Covered Securities) and each investment adviser of and principal underwriter for the Fund, must adopt a written code of ethics containing provisions reasonably necessary to prevent its Access Persons from engaging in any conduct prohibited by paragraph (b) of this section.

- ii. The board of directors of a Fund, including a majority of directors who are not interested persons, must approve the code of ethics of the Fund, the code of ethics of each investment adviser and principal underwriter of the Fund, and any material changes to these codes. The board must base its approval of a code and any material changes to the code on a determination that the code contains provisions reasonably necessary to prevent Access Persons from engaging in any conduct prohibited by paragraph (b) of this section. Before approving a code of a Fund, investment adviser or principal underwriter or any amendment to the code, the board of directors must receive a certification from the Fund, investment adviser or principal underwriter that it has adopted procedures reasonably necessary to prevent Access Persons from violating the Funds, investment adviser's, or principal underwriter's code of ethics. The Fund's board must approve the code of an investment adviser or principal underwriter before initially retaining the services of the investment adviser or principal underwriter. The Fund's board must approve a material change to a code no later than six months after adoption of the material change.

- iii. If a Fund is a unit investment trust, the Fund's principal underwriter or depositor must approve the Fund's code of ethics, as required by paragraph (c)(1)(ii) of this section. If the Fund has more than one principal underwriter or depositor, the principal underwriters and depositors may designate, in writing, which principal underwriter or depositor must conduct the approval required by paragraph (c)(1)(ii) of this section, if they obtain written consent from the designated principal underwriter or depositor.

2. Administration of Code of Ethics.

- i. The Fund, investment adviser and principal underwriter must use reasonable diligence and institute procedures reasonably necessary to prevent violations of its code of ethics.

- ii. No less frequently than annually, every Fund (other than a unit investment trust) and its investment advisers and principal underwriters must furnish to the Fund's board of directors, and the board of directors must consider, a written report that:

- A. Describes any issues arising under the code of ethics or procedures since the last report to the board of directors, including, but not limited to, information about material violations of the code or procedures and sanctions imposed in response to the material violations; and

- B. Certifies that the Fund, investment adviser or principal underwriter, as applicable, has adopted procedures reasonably necessary to prevent Access Persons from violating the code.

- 3. Exception for Principal Underwriters. The requirements of paragraphs (c)(1) and (c)(2) of this section do not apply to any principal underwriter unless:

- i. The principal underwriter is an affiliated person of the Fund or of the Fund's investment adviser; or
- ii. An officer, director or general partner of the principal underwriter serves as an officer, director or general partner of the Fund or of the Fund's investment adviser.

d. **Reporting Requirements of Access Persons.**

- 1. Reports Required. Unless excepted by paragraph (d)(2) of this section, every Access Person of a Fund (other than a money market fund or a Fund that does not invest in Covered Securities) and every Access Person of an investment adviser or principal underwriter for the Fund, must report to that Fund, investment adviser or principal underwriter:

- i. *Initial Holdings Reports.* No later than 10 days after the person becomes an Access Person (which information must be current as of a date no more than 45 days prior to the date the person becomes an Access Person):

- A. The title, number of shares and principal amount of each Covered Security in which the Access Person had any direct or indirect beneficial ownership when the person became an Access Person;

- B. The name of any broker, dealer or bank with whom the Access Person maintained an account in which any securities were held for the direct or indirect benefit of the Access Person as of the date the person became an Access Person; and

- C. The date that the report is submitted by the Access Person.

- ii. *Quarterly Transaction Reports.* No later than 30 days after the end of a calendar quarter, the following information:

- A. With respect to any transaction during the quarter in a Covered Security in which the Access Person had any direct or indirect beneficial ownership:

- 1. The date of the transaction, the title, the interest rate and maturity date (if applicable), the number of shares and the principal amount of each Covered Security involved;

- 2. The nature of the transaction (i.e., purchase, sale or any other type of acquisition or disposition);

- 3. The price of the Covered Security at which the transaction was effected;

- 4. The name of the broker, dealer or bank with or through which the transaction was effected; and

- 5. The date that the report is submitted by the Access Person.

- B. With respect to any account established by the Access Person in which any securities were held during the quarter for the direct or indirect benefit of the Access Person:

1. The name of the broker, dealer or bank with whom the Access Person established the account;
  2. The date the account was established; and
  3. The date that the report is submitted by the Access Person.
- iii. *Annual Holdings Reports.* Annually, the following information (which information must be current as of a date no more than 45 days before the report is submitted):
- A. The title, number of shares and principal amount of each Covered Security in which the Access Person had any direct or indirect beneficial ownership;
  - B. The name of any broker, dealer or bank with whom the Access Person maintains an account in which any securities are held for the direct or indirect benefit of the Access Person; and
  - C. The date that the report is submitted by the Access Person.
2. Exceptions from Reporting Requirements.

i. A person need not make a report under paragraph (d)(1) of this section with respect to transactions effected for, and Covered Securities held in, any account over which the person has no direct or indirect influence or control.

ii. A director of a Fund who is not an "interested person" of the Fund within the meaning of **section 2(a)(19)** of the Act, and who would be required to make a report solely by reason of being a Fund director, need not make:

A. An initial holdings report under paragraph (d)(1)(i) of this section and an annual holdings report under paragraph (d)(1)(iii) of this section; and

B. A quarterly transaction report under paragraph (d)(1)(ii) of this section, unless the director knew or, in the ordinary course of fulfilling his or her official duties as a Fund director, should have known that during the 15-day period immediately before or after the director's transaction in a Covered Security, the Fund purchased or sold the Covered Security, or the Fund or its investment adviser considered purchasing or selling the Covered Security.

iii. An Access Person to a Fund's principal underwriter need not make a report to the principal underwriter under paragraph (d)(1) of this section if:

A. The principal underwriter is not an affiliated person of the Fund (unless the Fund is a unit investment trust) or any investment adviser of the Fund; and

B. The principal underwriter has no officer, director or general partner who serves as an officer, director or general partner of the Fund or of any investment adviser of the Fund.

iv. An Access Person to an investment adviser need not make a separate report to the investment adviser under paragraph (d)(1) of this section to the extent the information in the report would duplicate information required to be recorded under **Rule 275.204-2(a)(13)** of this chapter.

v. An Access Person need not make a quarterly transaction report under paragraph (d)(1)(ii) of this section if the report would duplicate information contained in broker trade confirmations or account statements received by the Fund, investment adviser or principal underwriter with respect to the Access Person in the time period required by paragraph (d)(1)(ii), if all of the information required by that paragraph is contained in the broker trade confirmations or account statements, or in the records of the Fund, investment adviser or principal underwriter.



- vi. An Access Person need not make a quarterly transaction report under paragraph (d)(1)(ii) of this section with respect to transactions effected pursuant to an Automatic Investment Plan.

3. **Review of Reports.** Each Fund, investment adviser and principal underwriter to which reports are required to be made by paragraph (d)(1) of this section must institute procedures by which appropriate management or compliance personnel review these reports.

4. **Notification of Reporting Obligation.** Each Fund, investment adviser and principal underwriter to which reports are required to be made by paragraph (d)(1) of this section must identify all Access Persons who are required to make these reports and must inform those Access Persons of their reporting obligation.

5. **Beneficial Ownership.** For purposes of this section, beneficial ownership is interpreted in the same manner as it would be under **Rule 16a-1(a)(2)** of this chapter in determining whether a person is the beneficial owner of a security for purposes of **section 16** of the Securities Exchange Act of 1934 and the rules and regulations thereunder. Any report required by paragraph (d) of this section may contain a statement that the report will not be construed as an admission that the person making the report has any direct or indirect beneficial ownership in the Covered Security to which the report relates.

e. **Pre-approval of Investments in IPOs and Limited Offerings.** Investment Personnel of a Fund or its investment adviser must obtain approval from the Fund or the Fund's investment

1. Each Fund, investment adviser and principal underwriter that is required to adopt a code of ethics or to which reports are required to be made by Access Persons must, at its principal place of business, maintain records in the manner and to the extent set out in this paragraph (f), and must make these records available to the Commission or any representative of the Commission at any time and from time to time for reasonable periodic, special or other examination:

A. A copy of each code of ethics for the organization that is in effect, or at any time within the past five years was in effect, must be maintained in an easily accessible place;

B. A record of any violation of the code of ethics, and of any action taken as a result of the violation, must be maintained in an easily accessible place for at least five years after the end of the fiscal year in which the violation occurs;

C. A copy of each report made by an Access Person as required by this section, including any information provided in lieu of the reports under **paragraph (d)(2)(v)** of this section, must be maintained for at least five years after the end of the fiscal year in which the report is made or the information is provided, the first two years in an easily accessible place;

D. A record of all persons, currently or within the past five years, who are or were required to make reports under **paragraph (d)** of this section, or who are or were responsible for reviewing these reports, must be maintained in an easily accessible place; and

E. A copy of each report required by **paragraph (c)(2)(ii)** of this section must be maintained for at least five years after the end of the fiscal year in which it is made, the first two years in an easily accessible place.

2. A Fund or investment adviser must maintain a record of any decision, and the reasons supporting the decision, to approve the acquisition by investment personnel of securities under **paragraph (e)**, for at least five years after the end of the fiscal year in which the approval is granted.

**NASD/FINRA Conduct Rules**

**Rule 3050. Transactions for or by Associated Persons**

(a) Determine Adverse Interest

A member ("executing member") who knowingly executes a transaction for the purchase or sale of a security for the account of a person associated with another member ("employer member"), or for any account over which such associated person has discretionary authority, shall use reasonable diligence to determine that the execution of such transaction will not adversely affect the interests of the employer member.

(b) Obligations of Executing Member

Where an executing member knows that a person associated with an employer member has or will have a financial interest in, or discretionary authority over, any existing or proposed account carried by the executing member, the executing member shall:

(1) notify the employer member in writing, prior to the execution of a transaction for such account, of the executing member's intention to open or maintain such an account;

(2) upon written request by the employer member, transmit duplicate copies of confirmations, statements, or other information with respect to such account; and

(3) notify the person associated with the employer member of the executing member's intention to provide the notice and information required by subparagraphs (1) and (2).

(c) Obligations of Associated Persons Concerning an Account with a Member

A person associated with a member, prior to opening an account or placing an initial order for the purchase or sale of securities with another member, shall notify both the employer member and the executing member, in writing, of his or her association with the other member; provided, however, that if the account was established prior to the association of the person with the employer member, the associated person shall notify both members in writing promptly after becoming so associated.

(d) Obligations of Associated Persons Concerning an Account with a Notice-Registered Broker/Dealer, Investment Adviser, Bank, or Other Financial Institution

A person associated with a member who opens a securities account or places an order for the purchase or sale of securities with a broker/dealer that is registered pursuant to Section 15(b)(11) of the Act ("notice-registered broker/dealer"), a domestic or foreign investment adviser, bank, or other financial institution, except a member, shall:

(1) notify his or her employer member in writing, prior to the execution of any initial transactions, of the intention to open the account or place the order; and

(2) upon written request by the employer member, request in writing and assure that the notice-registered broker/dealer, investment adviser, bank, or other financial institution provides the employer member with duplicate copies of confirmations, statements, or other information concerning the account or order; provided, however, that if an account subject to this paragraph (d) was established prior to a person's association with a member, the person shall comply with this paragraph promptly after becoming so associated.

(e) Paragraphs (c) and (d) shall apply only to an account or order in which an associated person has a financial interest or with respect to which such person has discretionary authority.

(f) Exemption for Transactions in Investment Company Shares and Unit Investment Trusts

The provisions of this Rule shall not be applicable to transactions in unit investment trusts and variable contracts or redeemable securities of companies registered under the Investment Company Act of 1940, as amended, or to accounts which are limited to transactions in such securities.

APPENDIX B

Acknowledgement of Receipt and Compliance  
Code of Ethics

Separate Initial, Quarterly and Annual Certification Forms are attached to the Written Supervisory Procedures

As of March 2010

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## APPENDIX C

### Access Persons

The Firm will maintain a separate list of Access Persons for the files, which will be updated periodically.

The entire list of Access Persons will not be included with the Code of Ethics during its general distribution. However, partial lists of Access Persons may be shared with certain persons upon request.

The Firm will notify any individual upon initial registration if she or he is deemed an Access Person for reporting purposes of the Code. Individuals must promptly notify the Chief Compliance Officer should their job functions change or they gain/lose access to trading information, at which point their status will be reevaluated with respect to the Code.

Any registered representative of, the Firm, may contact the Chief Compliance Officer in order to determine if he or she is considered an Access Person for reporting purposes.

As of March 2010

## APPENDIX D

### List of Authorized Compliance Personnel

The Chief Compliance Officer of the Principal Underwriter is Dina A. Tantra. In her absence, and with respect to the transactions of Dina A. Tantra, Scott Englehart will act as the Compliance Officer of the Principal Underwriter.

As of March 2010

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APPENDIX E

Letter to Request Duplicate Brokerage Account Statements

Date

Your Brokerage Company Name  
ATTN: Your Broker's Name  
Address #1  
Address #2

**RE: Account "Number"  
"Related Account Numbers"**

Dear "Your Broker's Name":

In accordance with the policies of the broker dealer with whom I am registered, BHIL Distributors, Inc., please be advised that I am authorizing and directing you to provide them with copies of quarterly statements for the above accounts over which I have discretionary authority, until such time as I or the Compliance Manager of BHIL Distributors, Inc. notifies you otherwise. Duplicate copies of confirmations need NOT be provided. No reporting is required for positions in registered investment companies.

Duplicate statements should be mailed to:

BHIL Distributors, Inc.  
ATTN: Compliance Manager  
4041 N. High Street, Suite 402  
Columbus OH 43214

I would greatly appreciate your attention to this request at your earliest convenience. If you have any questions, you may contact Christy Baker, the Compliance Manager for BHIL Distributors, Inc. at (614) 255-5547.

Sincerely,

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cc: Christy Baker, Compliance Manager

As of March 2010

APPENDIX F

Initial and Annual Holdings Report

Separate Initial and Annual Certification Forms are attached to the Written  
Supervisory Procedures

As of March 2010

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APPENDIX G

Quarterly Transaction Report

Separate Quarterly Certification Form is attached to the Written Supervisory  
Procedures

As of March 2010

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APPENDIX H

Temporary Waiver Letter for Code of Ethics Requirements

Date

Your Client Name

ATTN: Your Chief Compliance Officer's Name

Address #1

**RE: RR Name ("BHIL Registered Representative")  
Temporary Waiver of Specific Requirements to BHIL  
Distributors, Inc. Code of Ethics**

Dear "Your CCO's Name":

It has come to our understanding that the above named BHIL Registered Representative is subject to XXX Code of Ethics ("Outside Code") as well as the Code of Ethics of BHIL Distributors, Inc. ("BHIL Code"). Under Section 3(c) of the BHIL Code, to the extent possible, individuals would be expected to comply with all applicable codes of ethics. At the option of the undersigned Chief Compliance Officer, BHIL Distributors, Inc. may recognize compliance with another code of ethics as sufficient for meeting the BHIL Code requirements. BHIL Distributors, Inc. reserves the right to receive reports on violations and/or brokerage account information, upon reasonable request. BHIL Distributors, Inc. reserves the right to nullify this exception at any time and require quarterly brokerage account statements and strict compliance with the BHIL Code immediately.

Based on this letter, and until further notice, BHIL Registered Representative need not provide duplicate statements to our Compliance Office; provided however that BHIL Registered Representative complete the quarterly and annual reporting forms and indicate that he or she is complying with the Outside Code and has a temporary waiver letter from BHIL Distributors, Inc. on file.

Should BHIL Registered Representative fail to comply with the Outside Code, please inform us immediately.

If you have any questions, you may contact Dina Tantra, the Chief Compliance Officer for BHIL Distributors, Inc. at (614) 255-5546.

Sincerely,

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As of March 2010

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**Cook & Bynum Funds Trust**  
**Power of Attorney**

I, the undersigned Treasurer of the Cook & Bynum Funds Trust (the "Trust"), hereby constitute and appoint each of David J. Baum and Timothy P. Selby, and either of them singly, my true and lawful attorneys, with full power to them and either of them to sign, for me, and in my name and in the capacity indicated below, any and all registration statements of any series of the Trust and any and all amendments thereto to be filed with the Securities and Exchange Commission, pursuant to the Securities Act of 1933 and/or the Investment Company Act of 1940, hereby ratifying and confirming my signatures as it may be signed by our said attorneys to any and all such registration statements and amendments hereto.

Witness my hand on the date set forth below.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Jason Hadler</u> Jason Hadler	Treasurer	January 23, 2013

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