

Part 2A of Form ADV: *Firm Brochure*

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This brochure provides information about the qualifications and business practices of Coho Partners, Ltd. If you have any questions about the contents of this brochure, please contact us at 484-318-7575 or kbubeck@cohopartners.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Coho Partners, Ltd. is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an adviser.

Additional information about Coho Partners, Ltd. is also available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 111335.

Item 2 Material Changes

In the past we have offered or delivered information about our qualifications and business practices on at least an annual basis. In the future, we will provide you with one or more of the following:

- An updated annual brochure that includes a summary of any material changes to the brochure during the course of the previous business year within 120 days of the close of our business fiscal year. Our business fiscal year end is December 31st.
- A summary of material changes within 120 days of the close of our business fiscal year that includes an offer to provide a copy of the full annual updated brochure and information on how you may obtain the brochure from us.
- An interim amendment to the brochure if new information in response to Item 9 of Part 2A regarding disciplinary information is available.
- An interim amendment resulting from any material change that could affect the relationship between you and us.

We will provide, *free of charge*, a new brochure any time at your request, or as may become necessary based on material changes.

You may request our brochure by contacting our office at 484-318-7575. You may also receive this and any other disclosure documents via electronic delivery, where allowed, by signing and returning to us an Authorization to Deliver Disclosure and Other Documents Electronically.

The material changes reported in this update are as follows:

1. There have been no material changes.

Additional information about Coho Partners, Ltd. is also available via the SEC's web site at www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with our firm who are registered, or are required to be registered, as investment adviser representatives of Coho Partners, Ltd.

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Item 4 Advisory Business

Our firm is a SEC-registered investment adviser with its principal place of business located in Pennsylvania. The firm began conducting business in 1999.

There is one principal shareholder owning more than 25% of our firm. The shareholder is:

- Peter Adamson Thompson, Partner, Chief Investment Officer

Our firm offers investment supervisory services to you.

As used in this brochure, the words “we,” “our” and “us” refer to Coho Partners, Ltd. and the words “you”, “your” and “client” refer to you as either a client or prospective client of our firm.

INVESTMENT SUPERVISORY SERVICES

Our firm provides continuous investment advice and investment supervisory services to Institutional and individual clients. A more detailed list of customer types we work with can be found in Item 7 of this brochure.

Our firm has developed a proprietary investment process which is the Coho Relative Value Equity Strategy. This strategy is designed to protect principal in “down” markets while capturing a large percentage of the gains in “up” markets. Our level of proficiency in implementing this strategy means that we will most generally manage at least a portion, if not all of your assets to this strategy, if appropriate and acceptable to you.

While the Coho Relative Value Equity Strategy is our primary investment process, we also are very capable of managing your assets to alternative styles. Alternatives to our Coho Relative Value Equity Strategy are most often geared towards individual investors and are based on your objectives, time horizons, risk tolerance and liquidity needs.

For all investors we will work with you to ascertain your investment parameters for your assets which we manage. This will be accomplished through discussions with you or your representatives. We then manage your portfolio based on the agreed upon mandate for your assets. For Institutional investors that policy is almost always the Coho Relative Value Equity Strategy.

Specifically for individuals, we may from time to time, recommend changes to your policy based on our research and opinions regarding specific investments or the markets in general. You may disagree with our assessments and direct us to leave the policy as is or to make broader changes to the policy.

Without prior prompting on our part you may contact us and request changes to your investment policy. As part of our on-going responsibility to you we will request additional information from you and will render our opinion of your requested changes. If we feel that your request is not in your best interests we will inform you of that fact. If either of us feels that we can no longer provide the level of service you require, the investment management agreement can be terminated with notice as detailed in your individual agreement.

For all clients with assets being managed to the Coho Relative Value Equity Strategy, we are always monitoring the underlying equities, and when necessary we may add, trim, or remove a specific security from the portfolio.

We generally manage all portfolios on a discretionary basis. This allows us to buy and sell various investments without your prior approval. You may revoke this discretionary authority at any time. We monitor your account based on your stated objectives. These objectives may include, but are not limited to items such as:

- Maximum capital appreciation
- Growth
- Growth and income
- Tax considerations

You may put reasonable restrictions on how your assets are invested. These restrictions could include, for example, your request that we do not make investments in specific companies, types of securities, or industry sectors. It may also include the holding of “legacy” securities, which are securities that you may have transferred to us when you established your account with us and of which you wish to continue holding.

In addition to the Coho Relative Value Equity Strategy, our alternative investment recommendations to you are not limited to any specific product or service. Our primary focus is on individual stocks and bonds, mutual funds, Exchange Traded Funds (ETF’s), and government securities. We may also provide you with advice about the following types of investments:

- Warrants
- Corporate Debt Securities (other than commercial paper)
- Commercial Paper
- Certificates of Deposit
- Options Contracts on Securities

To ensure that our initial determination of an appropriate portfolio remains suitable and that the account continues to be managed in a manner consistent with your financial circumstances, we will:

- Periodically contact you to determine whether there have been any changes in your financial situation or investment objectives, and whether you wish to impose investment restrictions or modify existing restrictions;
- Be reasonably available to consult with you; and
- Maintain client suitability information in your file.

Most all investments involve some type of risk. Investments will only be implemented or recommended when consistent with your investment objectives, tolerance for risk, liquidity and suitability.

MODEL PORTFOLIO ADVICE & WRAP PROGRAM ACCOUNTS

From time to time our firm may enter into agreements with another investment advisory firm to provide our Model Portfolio and possibly our instructions related to the Model Portfolio for use directly with their clients. Depending on the requirements of the other firm, we may provide the Model Portfolio on a daily basis or on a less frequent basis as they may require. In turn the other advisory firm may utilize this information to “mirror” our Model Portfolio on behalf of their clients. These accounts are often referred to as UMA accounts (Unified Managed Account) and the other firm may be referred to as a Sponsor or Overlay Manager.

When we provide the Model Portfolio to a Sponsor or Overlay Manager, we do not exercise investment discretion or trade any account. We do not provide individually tailored advice directly to clients of the Sponsor or Overlay Manager and we do not have a contract with either the Sponsor’s or Overlay Manager’s clients.

In return for allowing the Sponsor or Overlay Manager to utilize our Model Portfolio we may receive a fee from them based on a percentage of the total assets invested by either the Sponsor’s or Overlay Manager’s clients into the strategy based on our Model Portfolio. This fee may be calculated on a monthly or quarterly basis by the Sponsor or Overlay Manager and is paid to our firm.

This type of arrangement constitutes a product offered by our firm as opposed to actual investment supervisory services. Under no circumstance does our firm accept an advisor-client relationship with any client of the Sponsor or Overlay Manager.

There are several potential conflicts of interest of which you should be aware. They are as follows:

- The minimum account size required by the Sponsor or Overlay Manager utilizing our Model Portfolio may be less than the minimum account size we require should you directly utilize our firm for the investment of your assets in our strategy.
- The management fee that you may be charged directly by the Sponsor or Overlay Manager utilizing our Model Portfolio may be lower than the management fee charged by our firm for the same level of assets under management.

AMOUNT OF MANAGED ASSETS

As of 12/31/2013, our firm actively manages approximately \$1,387,057,978 of clients' assets on a discretionary basis. We generally do not manage non-discretionary assets.

As of 12/31/2013, our firm provides our portfolio holdings and transaction activity to model accounts representing approximately \$150,249,320.

As of 12/31/2013, our firm actively manages and/or provides information to model accounts representing approximately \$1,537,307,298.

Item 5 Fees and Compensation

INVESTMENT SUPERVISORY SERVICES

Our annual fee for Investment Supervisory Services is based upon a percentage of assets under management. We have two distinct fee schedules. We have a fee schedule for Institutional clients and one for all other Non-Institutional clients. The fee schedules are:

<u>Institutional Accounts</u>	<u>Annual Fee</u>
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On first \$25,000,000	0.60%
On next \$75,000,000	0.50%
On amount > \$100,000,000	0.40%

<u>Non-Institutional Accounts</u>	<u>Annual Fee</u>
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On first \$5,000,000	0.95%
On next \$5,000,000	0.85%
On amount > \$10,000,000	0.75%

Fees may be negotiable on a client-by-client basis depending on a number of factors, including the type and nature of services to be provided, the amount of assets to be managed, and/or anticipated future additional assets. The specific annual fee schedule is identified in the contract between us. Your fee structure will never change from that contained in your investment management agreement with us unless agreed to in writing by you and made a part of your investment management agreement.

Your fee will be calculated on a quarterly basis and is paid in arrears. To calculate the fee we take the value of all assets in your portfolio as of the last day of the preceding quarter. That amount is then multiplied by the fee percentage which results in an annualized fee. The annualized fee is then divided by four to arrive at the quarterly fee you will be charged.

The sample calculation of an investment management fee is as follows:

Assets under Management as of 12/31	=	\$1,000,000
Fee Percentage	=	1%
Annualized Fee Amount	=	\$ 10,000
Quarterly Fee is one-fourth of Annual Fee	=	\$ 2,500

In the event this agreement is terminated for any reason by either of us, the fee shall be prorated for any portion of a quarter that the portfolio is being managed by us. This prorated period would include any notice required to be given in accordance with your investment management agreement.

The fee that you are being charged by us for the investment management of your assets is exclusive of, and in addition to, brokerage commissions, transaction fees, custodial fees, and any other related costs and expenses. We do not receive any portion of these commissions, fees, other costs and expenses.

A portion of your assets that we manage may be invested in mutual funds or exchange traded funds. These funds charge an annual internal management fee as outlined in their prospectuses which is deducted directly from your account balance by that fund. We do not receive any of these additional fees, however, these fees do represent an additional fee that you are paying above that being charged by us.

While we generally invest in “no-load” funds, if we did invest in a fund that imposes a sales charge, you may pay an initial or deferred sales charge. You could invest in a mutual fund directly, without our services. In that case, you would not receive the services provided by our firm which are designed, among other things, to assist you in determining which mutual fund or funds are most appropriate to your financial condition and objectives. Accordingly, you should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by you and to thereby evaluate the advisory services provided.

We request that you authorize and direct the custodian of your account to pay our fees directly to us from the portfolio. However, it is your option to authorize this process and if you do not approve of the direct deduction from your account, we will submit periodic invoices directly to you or the custodian as you request.

Our employees, their family members, and firm proprietary accounts such as our 401k plan, may be exempt from management fees charged by us to manage those accounts.

Advisory Fees in General - You should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

MODEL PORTFOLIO FEES

Generally, we receive a fee for providing our Model Portfolio to a Sponsor or Overlay Manager. The fee we receive is strictly for the provision of the Model Portfolio and is not for any service related to any other investment advice provided to either the Sponsor or Overlay Manager, or to any of their clients.

The fee is generally established by the Sponsor or Overlay Manager or is determined as a result of negotiations with our firm. Fees may vary amongst Sponsors or Overlay Managers. The amount of the fee is based on a percentage of the total assets invested into the strategy based on our Model Portfolio and may be calculated on a monthly or quarterly basis.

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

Our firm does not charge performance-based fees or engage in Side-By-Side Management.

Item 7 Types of Clients

Our firm provides advisory services primarily to the following types of clients:

- Registered Investment Companies including mutual funds
- Individuals (other than high net worth individuals)

- High net worth individuals
- Pension and profit sharing plans (other than plan participants)
- Trusts and Estates
- Charitable organizations
- Corporations or other businesses not listed above
- Other Investment Advisors
- Model UMA Advisors
- Family Offices
- Outsourced Chief Investment Officers

For all separate accounts, we generally require a minimum opening account size of \$10,000,000 for institutional accounts and \$5,000,000 for all other accounts. This is a guideline only. The minimum account size can be waived, increased or decreased at any time for any reason.

The investment advisory fee and other fees we may receive as a service provider to the Coho Relative Value Equity Fund which is registered under the Investment Company Act of 1940, is described in the registration statements and/or financial filings of those funds. The information is available at www.cohofunds.com, or by calling 866-264-6234. These fees generally include a management fee, other fund expenses and distribution fees.

Examples of reasons we may choose to waive or decrease the minimum would include; the value of all accounts we manage for you which are controlled by you or which are part of your household; the anticipation of additional accounts you may open with us; or the level of complexity required to manage your account(s) is low.

Grandfathering of Minimum Account and Fee Requirements - Pre-existing advisory clients are subject to Coho Partners, Ltd's minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

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

METHODS OF ANALYSIS

We may use one or more of the following methods of analysis in formulating our investment advice and/or managing your assets:

Charting - In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

Fundamental Analysis - We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is

underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental Analysis does not attempt to “time” or anticipate market movements. The risk of this type of analysis is that the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the individual stock or fund.

Technical Analysis - We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical Analysis does not consider the underlying financial condition of a company. The risk of this type of analysis is that a poorly-managed or financially unsound company may underperform regardless of market movement.

Asset Allocation - Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to your investment goals and risk tolerance. Once we have determined what we feel is the proper allocation, we then identify the securities, funds, etc., to make up that allocation.

A risk of asset allocation is that you may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not rebalanced, will no longer be allocated in the manner appropriate for your goals.

Mutual Fund/ETF Analysis - We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to successfully invest over a period of time and in different economic conditions.

We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments which may be held in another fund(s) in your portfolio. We also monitor the funds or ETF's in an attempt to determine if they are continuing to follow their stated investment strategy.

A specific risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by you may purchase the same security, increasing the risk to you if that specific security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for your portfolio.

Risks for all forms of analysis - Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data.

While we try to be aware of any indications that data may be incorrect, there is always a risk

that our analysis, as a result of incorrect data, may be compromised and therefore incorrect. This may result in the poor performance of your investments or a loss of your principal.

INVESTMENT STRATEGIES

We may use a single strategy or multiple strategies in managing your account(s). We review any strategy we may use for your account(s) to make sure that they are appropriate to your needs and are consistent with your investment objectives, risk tolerance, time horizons, and other considerations. The following are the primary types of investment strategies we may utilize in the management of your account(s).

Long-term purchases - We purchase securities with the idea of holding them in your account for twelve (12) months or longer. Typically we employ this strategy when:

- We believe the securities to be currently undervalued, and/or
- We want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to you. Moreover, if our projections are incorrect, a security may decline sharply in value before we make the decision to sell, resulting in loss to your portfolio.

Short-term purchases - When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time which is typically twelve (12) months or less. We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A risk in this strategy is that we sell a security before it has made the move upward that we anticipate, or that after we have sold the security it continues to move higher.

Option writing - We may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative, because it derives its value from an underlying asset.

The two types of options are calls and puts:

- A call gives us the right to buy an asset at a certain price within a specific period of time. We will buy a call if we have determined that the stock will increase substantially before the option expires.
- A put gives us the holder the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the stock will fall before the option expires.

We may use "covered calls", in which we sell an option on a security you own. In this strategy, you receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price. We utilize this strategy to produce income.

Margin Transactions - We do not normally utilize margin transactions as a part of your investment strategy. However, in those instances where you have requested that we engage in such transactions it is very important that you understand that Margin Trading can involve significant risk which will be explained further in this section.

Margin Trading can mean engaging in a transaction in which securities are purchased partially through a margin loan extended to you by your broker, for which the securities act as collateral.

Margin Trading can also mean trading investment products such as options in securities in which an initial “margin” deposit is made to secure your obligations and further margin may be required to secure your obligations as the value of your positions changes. If we utilize options we normally would be using “covered call” strategies in which we are selling options against stock positions already maintained in your account.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your broker. If you choose to borrow funds from your broker, you will open a margin account with that firm and provide all of the necessary documents to the broker to establish the margin account. The securities you purchase on margin represent the broker’s collateral for the loan to you.

If the margined securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the broker can take action, such as sell securities or other assets in any of your accounts held with them or issue a margin call, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- You can lose more funds than you deposit in the margin account. A decline in the value of the securities that are purchased on margin may require you to provide additional funds to your broker or you must put up additional margin dollars to avoid the forced sale of those securities or other assets in your account(s).
- The broker can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements, or if the broker establishes higher “house” requirements, the broker can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- The broker can sell your securities or other assets without contacting you. Some investors mistakenly believe that a broker must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. As noted above, your broker may not generally issue margin calls and can immediately sell your securities without notice to you in the event that your account has insufficient margin.

- You may not be entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Your broker generally has the right to decide which positions to sell in order to protect its interests.
- The broker can increase its “house” maintenance margin requirements at any time and is not required to provide you with advance written notice. These changes in firm policy often take effect immediately. Your failure to maintain adequate margin in the event of an increased margin rate generally will cause your broker to liquidate or sell securities in your account(s).
- If your broker issues a margin call rather than immediately liquidating under-margined positions, you are not entitled to an extension of time.

RISK of LOSS

Investments in most any type of securities involve the risk of loss. The types of risks that you may experience include, but may not be limited to;

- **Loss of Principal Risk**
- **Interest Rate Risk**
- **Market Risk**
- **Inflation Risk**
- **Currency Risk**
- **Liquidity Risk**
- **Business Risk**
- **Financial Risk**

Past performance of any security does not guarantee future results.

Item 9 Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to your evaluation of our advisory business or the integrity of our management personnel.

Our firm and our management personnel have no reportable disciplinary events to disclose.

Item 10 Other Financial Industry Activities and Affiliations

Our firm does not receive any additional compensation for services or products from any other entity. In addition, we do not receive any additional compensation for placing your assets in a mutual fund or exchange traded fund.

In the future if a conflict were to arise with regard to our current or any new Financial Industry Activities or Affiliations, including the receipt of compensation from those sources we would;

- Disclose in this section to you the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation in

addition to our firm's stated advisory fees;

- Disclose to you that you are not obligated to purchase recommended investment products from our employees or affiliated companies;
- Require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- Periodically monitor outside employment activities of our employees to verify that any conflicts of interest continue to be properly addressed by our firm.

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

CODE of ETHICS

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

We feel that our firm and its employees owe a duty of loyalty, fairness and good faith towards all of our clients, and have an obligation to adhere not only to the specific provisions of our Code of Ethics but to the general principles that guide the Code of Ethics.

The purpose of our Code of Ethics is to reinforce the fiduciary principles that govern the conduct of our firm and the actions of our advisory personnel. Each member of the firm is instructed to act in the best interests of all of our clients, to avoid any real or potential conflicts of interest, and to conduct their personal activities with the utmost of integrity.

Our Code of Ethics has been distributed to all members of the firm. The following is a summary of the policies contained in our Code of Ethics:

- Standards of Business Conduct
- Compliance with Federal Securities Law
- Review and/or Approval of Personal Securities Transactions of Certain Persons
- Ability to Purchase the Same Securities Recommended to or Owned by Firm Clients Subject to Approval
- Obligation to Report Violations and Enforcement of Sanctions Where Necessary
- Annual Employee Certification Required

Our Code of Ethics includes policies and procedures for the review of proposed transactions, quarterly securities reporting, initial and annual securities holdings reports that must be submitted by the firm's access persons, and restrictions on the acceptance of significant gifts and the reporting of gifts and business entertainment items incurred by our personnel. Our code also provides for oversight, enforcement and recordkeeping provisions.

Our Code of Ethics also prohibits the use of material non-public information. We do not believe that we have any particular access to non-public information, however, employees are reminded such information, if received, may not be used in any manner.

You may receive a free copy of our Code of Ethics by sending your request to kbubeck@cohopartners.com, or by calling us at 484-318-7575.

INTEREST in CLIENT TRANSACTIONS

Our firm does not participate in Principal Trades or in Agency Cross transactions. Principal transactions are those where our firm, acting on behalf of our own account, buys or sells a security to you or another client. An Agency Cross transaction is one in which our firm acts as a broker for both the buyer and seller of a security.

We do not recommend to you or other clients that you take a position in a security in which our firm, our employees, or our related persons has a material financial interest.

PERSONAL TRADING

Our Code of Ethics is designed to assure that the personal securities transactions by our employees, and the activities and interests of our employees will not interfere with:

- Making decisions in your best interests; and
- Implementing such decisions while, at the same time, allowing our employees to invest for their own accounts.

Our firm and employees of our firm may make recommendations to you for the purchase or sale of securities that we either may:

- Already have an interest in; or
- Subsequently may invest in

Our firm and our employees may not purchase for their personal accounts securities which are in our active universe of stocks being considered for inclusion in any of our portfolios. We call this universe the “Coho 250”. This universe is updated annually, generally at the beginning of each year. As long as the security is included in the universe it cannot be purchased by any of our employees.

If a security was purchased for a personal account previous to this new restriction, or previous to the security becoming a member of the “Coho 250” universe, it may be sold at any time by the employee subject to restrictions and conditions in our Code of Ethics regarding selling in front of the client or simultaneously with the client.

If the firm or employee holds a security in their personal account that subsequently becomes a member of the “Coho 250” universe, there can be no further accumulation in the personal account of that security by the firm or employee unless the addition to the position occurs as part of an automatic investment plan, such as a retirement account.

Where our employee and your account are seeking to sell a security, at the same time, we may aggregate our employee trades with your transactions where possible and when

compliant with our duty to seek best execution for you and our other clients. In these instances, both the employee and you will receive an average share price, and the transaction costs will be shared equally and on a pro-rata basis.

In the instances where there is a partial fill of a particular aggregated order, we will allocate all purchases pro-rata to both you and the employee, with each of you receiving the average price and with the transactions costs being shared pro-rata.

As situations like these may represent actual or potential conflicts of interest to you, we have established the following policies and procedures as part of our Code of Ethics to ensure we comply with our regulatory obligations and to provide you, other clients, and other potential clients, with full and fair disclosure of such conflicts or potential conflicts of interest:

- No principal or employee of our firm may put his or her own interest above the interest of your account(s).
- No principal or employee of our firm may buy or sell any security for their personal portfolio(s) where their decision is based on information received because of his or her employment unless the information is available to the investing public.
- We may ban or otherwise require prior approval for any IPO or private placement investments by any employee or related persons of the firm.
- We maintain a list of what we consider to be "Covered" or "Reportable" securities holdings for our firm, our employees, and anyone associated with our firm that has access to our investment recommendations. This person is referred to as an "Access Person".
- Any individual who violates any of the above restrictions may be subject to varying levels of disciplinary action including termination.
- We will maintain all records regarding personal securities transactions as is detailed in Rule 204A-1 of the Investment Advisors Act of 1940.

Item 12 Brokerage Practices

RESEARCH and SOFT DOLLAR BENEFITS

Our firm does not maintain any soft dollar arrangements or agreements with any broker-dealer. However, we do receive research and services from some broker-dealers that while not covered in a soft dollar agreement, nonetheless, may be a benefit to our firm.

Normally, if not directed to do otherwise by you, we will utilize National Financial Services LLC, and Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity"). Fidelity Investments is a FINRA registered broker-dealer and a member of SIPC.

We have an arrangement with Fidelity through which by maintaining the minimum required client assets we receive "platform" brokerage services which can include:

- Execution of securities transactions;
- Custody services;

- Research;
- Access to mutual funds and other investments generally available only to institutional investors or individual investors with significantly higher minimum initial investment requirements;
- Administrative support; and
- Record-keeping and related services that are intended to support intermediaries like us in conducting business and in serving the best interests of our clients but that may also benefit us.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions for us. For example, transaction fees are charged for certain no-load mutual funds, and commissions are charged for individual equity and debt securities transactions.

Fidelity enables us to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged to you by other custodians and broker-dealers.

As part of our arrangement with Fidelity, they also make available to our firm, at no additional charge to us, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by us within specified parameters. These research and brokerage services are used by our firm to manage accounts for which we have investment discretion.

We may also receive additional services from Fidelity. Without this arrangement with them, we might be compelled to purchase the same or similar services at our own expense.

As a result of receiving these services for no additional cost, we may have an incentive to continue to use or expand the use of Fidelity's services. We examined this potential conflict of interest when we chose to enter into the relationship with Fidelity and have determined that the relationship is in the best interests of our clients and satisfies our client obligations, including our duty to seek best execution.

You may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness.

Accordingly, while we will seek competitive rates, to the benefit of you and other clients, we may not necessarily obtain the lowest possible commission rates for your specific account transactions. Although the investment research products and services that may be obtained by us will generally be used to service all of our clients, a brokerage commission paid by you may be used to pay for research that is not used in managing your specific account.

The reverse may be true as well. You may receive benefits such as these without paying any brokerage commission if, for example, your account were maintained at Fidelity and we received research from Schwab based on our relationship with them and another of our client's purchases transacted through Schwab.

Coho Partners, Ltd. and Fidelity are in no way affiliated with each other.

Fidelity and the other large retail broker-dealers may also provide us products and services that assist us in managing and administering your account(s). This includes software and other technology that:

- Provides access to your account data including trade confirmations and account statements;
- Facilitates trade execution and allocation of aggregated trade orders for multiple client accounts;
- Provides research, pricing and other market data;
- Facilitates payment of our fees from client accounts; and
- Assists with back-office functions, recordkeeping, and client reporting.

We may also receive other services intended to help us manage and further develop our business enterprise. These services may include:

- Compliance, legal and business consulting;
- Publications and conferences on practice management and business planning;
- Access to employee benefits providers, human capital consultants, and insurance providers.

Fidelity and other large retail broker-dealers may make available third-party vendors for some of the services rendered to us. These broker-dealers may discount or waive fees they would otherwise charge for some of these services, or they may pay all or a part of the fees of the third-party providing these services to our firm. These broker-dealers may also provide benefits such as educational events or occasional business entertainment of our personnel.

In evaluating whether to recommend that you custody your assets at one of these broker-dealers, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors we consider. Thus this decision is not based solely on the nature, cost or quality of custody and brokerage services provided by the broker-dealer. This may create a potential conflict of interest.

BROKERAGE for CLIENT REFERRALS

Our firm does not receive or participate in any program whereby we receive client referrals in exchange for using any particular broker-dealer.

DIRECTED BROKERAGE

You are under no obligation to use any particular broker-dealer. We are regularly asked if we would recommend a particular broker-dealer. Because we have an established relationship

with Fidelity, receive services as outlined in the section titled “Research and Soft Dollar Benefits”, and feel that Fidelity can provide our customers with high quality service, we oftentimes suggest them. However, you are free to use any broker-dealer that you may choose.

If you allow us to choose the broker-dealer for your account, your investment management agreement with us will reflect that you are providing us with the authority to determine the broker-dealer to use. In addition, you will also be allowing us to choose the commission costs that will be charged to you for these transactions.

You may change your broker-dealer at any time, as well as amend or revoke discretionary authority at any time by providing us with written notice.

If you should request that we utilize a specific broker-dealer that is someone we do not utilize on a regular basis you should be aware that your choice may interfere with our ability to “batch” or combine your trades with other client trades. This may impact the price at which your security is bought or sold and may impact the commission cost you pay for your order.

TRADE AGGREGATION and ALLOCATION

Transactions for each Client account generally will be effected independently unless the Firm decides to purchase or sell the same securities for multiple Firm clients at approximately the same time **and** from the same brokerage firm.

At that point our firm may, **but is not obligated to**, combine or “batch” your orders with orders of other clients. In the event an employee of the advisor is seeking to sell the same security at the same time as that which is being contemplated for your account, if allowed and in keeping with our Code of Ethics, then where possible, we are obligated to combine or “batch” your order with the employees order. In no event will an employee receive any preferential treatment over any account of yours or of other clients.

The process of combining these orders oftentimes allows us to negotiate more favorable commission rates. We also can allocate equitably among you, other clients, and employees the differences between prices, commissions, and other transaction costs that we and you may not have received had each order been placed independently. This allows you to receive the average price paid or received as well as to share in the purchase or sale pro-rata in the event that an order is only partially completed. Our firm will not receive any additional compensation as a result of aggregating these orders.

We also may choose not to aggregate orders except in the instance of an employee entering an order at the same time as your account. Reasons that we may not aggregate an order may include:

- Only a small percentage of an order is completed and thus the shares may be assigned to the account with the smallest order or position, or that is out of line with respect to a security or sector weightings.
- Allocations may be given to one account when that account has investment limitations which restrict it from purchasing other securities which are expected to produce similar investment results.

- If an account reaches an investment guideline limit and cannot participate in an allocation which may occur due to unforeseen changes in account assets after an order is placed.
- Sale allocations may be given to accounts that are low in cash.
- When a pro rata allocation would result in a de minimis allocation in one or more accounts.
- In the case where a proportion of an order is filled in all accounts, shares may be allocated to one or more accounts on a random basis.

Item 13 Review of Accounts

INVESTMENT SUPERVISORY SERVICES

Review of Account(s) -

We continually monitor the underlying securities within your account(s). Accounts are reviewed in the context of your stated investment objectives and guidelines. Unless otherwise instructed by you, all account(s) are generally reviewed in detail on a quarterly basis and more frequently as you may request or as material events may dictate. These material events may include:

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- Market driven events;
- Economic events; and
- Political events.

In addition to our reports, you should receive at least a quarterly report from the custodian of your accounts.

A member of our investment team, Peter Thompson, Brian Kramp, Rick Wayne, or Chris Leonard performs the review of your account(s).

Regular Reports –

On a quarterly basis you will receive a report from us detailing your holdings and performance. You should also receive a quarterly report from your custodian.

Item 14 Client Referrals and Other Compensation

Coho Partners currently has entered into a relationship with an unaffiliated solicitor, Candoris Asset Management of The Netherlands. Candoris will be involved in promoting Coho Partners outside the United States. We will pay Candoris a quarterly retainer fee to promote Coho Partners and if their efforts result in a new client for Coho Partners, Candoris will receive an additional monthly fee calculated as a percentage of the assets under management less the applicable retainer fee.

When Candoris introduces a client to Coho Partners, Candoris will disclose the nature of its

solicitor relationship with Coho Partners at the time of solicitation. In addition, Candoris will provide each prospective client with a copy of this brochure, and a copy of the written disclosure statement to the prospective client disclosing the terms and conditions of the arrangement between Coho Partners and Candoris, including the compensation Candoris will receive from Coho Partners.

The payment by Coho Partners of any fee to Candoris will not result in the client paying any additional fees as a result of such relationship and payment to Candoris.

It is our policy not to accept or allow our employees and related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we may provide to you.

Item 15 Custody

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that we request that you direct your custodian to allow our firm to directly debit your management fees from your account(s). Again, the approval of the direct debit of fees is solely your choice. You have no obligation to allow us to do so.

Technically, SEC rules consider the action of direct debiting of fees to be considered maintaining custody. However, if this is the only manner in which we are considered to have custody and certain conditions are met, then we will not be subject to the requirements established for true custody of your assets.

If you agree to allow us to direct debit fees from your account(s) we will require authorization in writing from you. Each billing period we will notify your custodian of the amount of the fee to be deducted from your account(s). On at least a quarterly basis, the custodian is required to send to you and us a statement showing all transactions, including management fees disbursed from your account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted from your account, it is important for you to carefully review the custodial statements to verify the accuracy of the calculation, among other things. You should contact us directly if you believe there may be an error in your statement.

In addition to the periodic statements that you receive directly from your custodians, we also send or provide via electronic format, account statements directly to you on a quarterly basis.

We urge you to carefully compare the information provided on these statements to the statements you receive from the custodian to ensure that all account transactions, including the debit of management fees, holdings and values are correct and current.

Our firm does not have actual or constructive custody of any client account.

Item 16 Investment Discretion

Generally, all of our accounts are discretionary in nature. We will request that we be given

discretionary authority from the outset of our advisory relationship so that we may provide discretionary asset management services for your accounts. You may deny such authority. If that authority is denied or revoked in the future we may, at our sole discretion, choose not to enter into, or to terminate any advisory relationship with you.

When you agree to give us discretionary authority we can place trades in your account without contacting you prior to each trade to obtain your permission.

Our discretionary authority includes the ability to do the following without contacting you:

- Determine the security to buy or sell; and/or
- Determine the amount of the security to buy or sell

In all cases this discretion is to be used in a manner consistent with the stated investment objectives for your account.

When we select securities and determine the amounts of those securities to buy or sell we will observe the policies, limitations or restrictions which you may have given us to follow.

You give us discretionary authority when you sign a discretionary investment management agreement with our firm, and you may limit this authority by giving us written instructions in advance of entering into an agreement. You may also limit this authority at any time after entering into an agreement while that agreement remains in effect by once again providing us with written instructions. These limitations and other instructions will become a part of your permanent file.

Item 17 Voting Client Securities

We generally will vote proxies for your account in accordance with our Proxy Voting Policies and Procedures. We utilize a third party service to assist in the accumulation and voting of proxies in accordance with a specific policy utilized by that third party that most closely matches our Proxy Vote Policy.

You should remember you always have the right to vote proxies yourself. You can exercise this right by instructing us in writing that you do not wish for us to vote proxies in your account. When we have the responsibility of voting proxies in your account we will also act on all other corporate actions in a timely manner.

We will vote proxies for your account in a manner that we believe is in the best interests of your account and that is done so in accordance with our established policies and procedures. We will retain all proxy voting records electronically or in some other acceptable fashion for the required period of time. We will keep or have ready access to a copy of the following:

- Each proxy statement received;
- A record of each vote cast;
- A copy of any document created that was material in making our decision on how to vote the proxy; and

- A copy of each written client request for information on how we voted the proxy.

If we have a conflict of interest in voting a particular proxy or corporate action, we will notify you of the conflict and either retain an independent third-party to cast a vote or with your approval allow you to cast the vote.

You may obtain a copy of our complete proxy voting policies and procedures by contacting Kyle Bubeck by telephone at 913-239-0100, email at kbubeck@cohopartners.com, or in writing at PO Box 11550, Overland Park, KS 66207. You may request, in writing, information on how proxies for your shares were voted. If you request a copy of our complete proxy policies and procedures or how we voted proxies for your account(s), we will promptly provide such information to you.

We generally will not advise you or act on your behalf in legal proceedings involving companies whose securities are held in your account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, you may direct us to transmit copies of class action notices to you or to a third party. Upon receiving that direction, we will make commercially reasonable efforts to forward such notices in a timely manner.

With respect to ERISA accounts, we will vote proxies unless the plan documents specifically reserve the plan sponsor's right to vote proxies.

If we have proxy voting responsibility for your account(s) you can instruct us to generally vote all proxies according to particular criteria (for example, to always vote with management, or to vote for or against a proposal to allow a so-called "poison pill" defense against a possible takeover). These requests must be made in writing.

If we have proxy voting responsibility for your account(s) you can also instruct us on how to cast your vote in a particular proxy contest. These requests must also be made in writing.

To direct us to vote all proxies or a specific proxy in a particular manner, send your written request to Lisa Moneymaker at the mailing address on the cover page of this brochure.

We may vote proxies for some, but not all of our clients. You may, at your election, choose to receive proxies and vote the proxies related to your own accounts.

If you have instructed us not to vote proxies for your account(s), our firm may provide investment advisory services relative to the investment assets, however, you will maintain exclusive responsibility for:

- Directing the manner in which proxies solicited by issuers of securities beneficially owned by you shall be voted, and
- Making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other events pertaining to your investment assets.
- Instruct each custodian to forward to you the copies of all proxies and shareholder communications relating to your investment assets.

Item 18 Financial Information

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

If we maintain discretionary authority for your account or are deemed to have actual or constructive custody of your assets or collect fees as described in the preceding paragraph we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations.

Our firm has no financial circumstances to report. Additionally, our firm has not been the subject of a bankruptcy proceeding at any time during the past ten years.