

Lewis Asset Management, LLC

This brochure provides information about Lewis Asset Management, LLC (“Lewis Asset Management”)’s qualifications and business practices. If you have any questions about the contents of this brochure, please contact us at (925) 284-4033 or by email at [info@lewisam.com](mailto:info@lewisam.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any State Securities Authority.

Additional information about Lewis Asset Management, LLC is also available at the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) (select “investment adviser firm” and type in our firm name). Results will provide you both Part 1 and 2 of our Form ADV.

We are a Registered Investment Advisor Firm. Our registration does not imply any level of skill or training. The oral and written communications we provide to you, including this brochure, are for you to evaluate us. Please use this information as factors in your decision to hire us or to continue our business relationship.

---

**ITEM 1 – COVER PAGE ADV PART 2 A**

**February 17, 2022**

CRD #: 143409  
3559 MT. DIABLO BOULEVARD, SUITE 202, LAFAYETTE, CALIFORNIA 94549  
[INFO@LEWISAM.COM](mailto:INFO@LEWISAM.COM)  
(925) 284-4033  
[WWW.LEWISAM.COM](http://WWW.LEWISAM.COM)

---

---

## ITEM 2 – MATERIAL CHANGES

The material changes in this brochure from the last annual updating amendment Lewis Asset Management, LLC on 03/08/2021 are described below. Material changes relate to Lewis Asset Management, LLC's policies, practices or conflicts of interests.

- The firm has updated Item 4 to disclose written acknowledgement of fiduciary status.
- The firm has updated Item 5 to remove reference to duplicate invoicing.

---

### ITEM 3 – TABLE OF CONTENTS

Item 1 – Cover Page ADV Part 2 A .....	1
Item 2 – Material Changes .....	2
Item 3 – Table of Contents .....	3
Item 4 – Advisory Business .....	4
Item 5 – Fees and Compensation .....	5
Item 6 – Performance-Based Fees and Side-By-Side Management.....	7
Item 7 – Types of Clients.....	7
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	7
Item 9 – Disciplinary Information.....	8
Item 10 – Other Financial Industry Activities and Affiliations.....	8
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	8
Item 12 – Brokerage Practices.....	9
Item 13 – Review of Accounts.....	10
Item 14 – Client Referrals and Other Compensation.....	11
Item 15 – Custody.....	12
Item 16 – Investment Discretion .....	12
Item 17 – Voting Client Securities.....	13
Item 18 – Financial Information .....	13

---

## ITEM 4 – ADVISORY BUSINESS

### 4a: Firm Description

Lewis Asset Management was established in February 2007 by David W. Lewis, Jr. Our main office is located in Lafayette, California.

### 4a1: Principal Member

David W. Lewis, Jr., Chief Compliance Officer: Mr. Lewis may be contacted by email at [dave@lewisam.com](mailto:dave@lewisam.com) or by telephone at (925) 284-4033.

### 4b: Types of Advisory Services

#### *Investment/Portfolio Management*

Lewis Asset Management offers a variety of investment advisory services to our clients. We work with our clients to identify their investment goals and objectives as well as risk tolerance in order to create an initial portfolio allocation designed to complement their clients' financial goals and objectives. We may create a portfolio, consisting of, but not limited to individual stocks or bonds, exchange traded funds, no-load funds and/or load-waived funds (front-end commissions will not be charged). In certain circumstances, fees may be negotiable

Each portfolio will be initially designed to meet a particular investment goal, which Lewis Asset Management has determined to be suitable to our client's circumstances. Once the appropriate portfolio has been determined, we will review the portfolio and rebalance the account based upon our client's individual needs, stated goals and objectives. Lewis Asset Management's strategy, generally, will be to seek to meet client investment objectives while providing clients with access to personal advisory services. Our services may include:

- Quarterly asset allocation
- Security research and selection
- Trade execution
- Portfolio rebalancing
- Quarterly portfolio appraisal and reporting

### 4c: Client Tailored Relationships and Restrictions

As a fiduciary, Lewis Asset Management always acts solely in your best interests. Your portfolio is customized based on your investment objectives. You may make requests or make suggestions regarding the investments made in your portfolio. Restrictions on trading which, in our opinion, are not in your best interest cannot be honored and if forced may result in the termination of our agreement.

Similarly, you are under no obligation to act upon Lewis Asset Management's or associated person's recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect the transaction through Lewis Asset Management or its associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

### 4d: Wrap Fee Program

Lewis Asset Management does not sponsor nor provide portfolio management services to a wrap fee program.

### 4e. Written Acknowledgement of Fiduciary Status

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

#### **4f: Assets under Management (AUM)**

Lewis Asset Management, as of December 2021, has \$ 135,991,199.00 in discretionary reportable Assets under Management and \$ 5,004,534.00 in non-discretionary reportable Assets under Management for a total of \$140,995,733.00.

---

## **ITEM 5 – FEES AND COMPENSATION**

### **5a, b & d: Fee Schedules, Payments & Options**

#### ***Investment Management***

<b>Assets Under Management</b>	<b>Annual Fee (%)</b>
\$0 to \$250,000	2.00%
\$250,001 to \$500,000	1.75%
\$500,000 to \$1,000,000	1.50%
\$1,000,001 to \$2,500,000	1.25%
\$2,500,001 to \$5,000,000	1.00%
\$5,000,001 and above	Negotiable

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported are valued at the last reported sale price on the principal market in which they are traded. In certain circumstances, fees may be negotiable.

The fee includes the time and activities necessary to work with your attorney and/or accountant in reaching agreement on solutions, as well as assisting them in implementation of all appropriate documents. We are not responsible for attorney or account fees charged to you as a result of the above activities.

Compensation for our services will be calculated in accordance with what is set in the clients agreement. We may modify the terms of any agreement by written changes submitted to the client for signature. All Investment Advisors are required to disclose to their clients that lower fees for comparable services may be available from other sources.

Lewis Asset Management fees are paid from your account by the custodian when we submit an invoice to them. If there is insufficient cash in your account to pay your fees, an equal balance of securities in your portfolio may be sold to pay our fee. In addition to our fees, there may be custodial, mutual fund or similar third party management fees and charges.

A late charge of 1½ percent per month will be charged upon any balance unpaid within one month of the invoice date. Such fees may be paid directly to Lewis Asset Management from the account by the custodian upon submission of an invoice to custodian showing the amount of fees, the value of your assets on which the fees are based, and the specific manner in which the fees are calculated. Payment of fees may result in the

liquidation of your securities if there is insufficient cash in the account. Copies of the fee invoices will be mailed to you as required. You may be required to pay, in addition to the Lewis Asset Management's fee, a proportionate share of any mutual fund's fees and charges.

In consideration for the Lewis Asset Management's services, you will pay Lewis Asset Management a fee quarterly in advance, with payment due within 10 days from the date of the invoice. The fee will be equal to the agreed upon rate per annum, times the market value of the account, divided by the number of days in the agreed upon year and multiplied by the number of days in the quarter. The market value will be construed to equal the sum of the values of all assets in the account, not adjusted by any margin debit. Fees for partial quarters at the commencement or termination of this agreement will be billed or refunded on a pro-rated basis contingent on the number of days the account was open during the quarter. Quarterly fee adjustments for additional assets received into the account during a quarter or for partial withdrawals will also be provided on the above pro rata basis.

For California Residents: Subsection (j) of Rule 260.238, California Code of Regulations requires that all investment Advisors disclose to their clients that lower fees for comparable services may be available from other sources. Pursuant to California Rule 260.235.2, if a conflict exists between the interests of the Advisor or its associated persons and the interest of the client; the client is under no obligation to act upon this Advisor's or associated person's recommendations. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the advisor or its associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

#### **5.d.1: Termination**

Either Lewis Asset Management or our clients can terminate our agreement upon receipt of written notice to the other party, to include written agreement to changes by the client.

When an agreement is terminated, we will refund any pre-paid, unearned fees based on the number of days remaining in the quarter after termination. Refunds will be made within 30 calendar days of the effective date of termination.

When an agreement is terminated, all assets may need to be transferred from the current custodian. You will be responsible for paying all fees including full quarterly custodial administrative fees, account closure fees, mutual fund fees and all trading costs due to the termination. Custodian may assess additional fees for transfer of illiquid investments. If there is insufficient cash in the account, the liquidation of some securities may be used to pay the fees. Prior to termination of an agreement, we can provide a good-faith estimate of these fees.

#### **5c: Third Party Fees**

You are responsible for the payment of all third-party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees we charge.

All brokerage commissions, stock transfer fees, and other similar charges incurred in connection with transactions for the account will be paid out of the assets in the account and are in addition to the investment management fees paid to us. While we take measures to ensure the fees charged are accurate, it is your responsibility to ensure the amount of fee charged is correct. In addition to statements sent by us, you will receive statements directly from these brokers, custodians or mutual funds or other investments you hold. We strongly urge you to compare these statements for accuracy.

#### **5e: Other Investment Compensation**

Lewis Asset Management does not accept commission for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

## ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Lewis Asset Management does not charge advisory fees on the performance of funds or securities in your account.

---

## ITEM 7 – TYPES OF CLIENTS

Lewis Asset Management generally provides asset management to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Pension and Profit Sharing Plans

### ***Minimum Account Size***

Lewis Asset Management does not have an account minimum. However, we may decline to accept clients with smaller portfolios.

---

## ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### **8a: Analysis, Strategies and Risk of Loss**

Lewis Asset Management uses multiple sources of information to obtain analysis and strategies. They include sources such as financial newspapers, financial magazines, research prepared by others, corporate rating services, prospectuses, company press releases and annual reports and filings with the SEC.

Lewis Asset Management utilizes multiple investment strategies to meet your investment objectives. These methodologies are formulated based on a comprehensive review and assessment of your expectations, investment time horizon, risk tolerance level, present investment allocation, and current and projected financial requirements.

Ultimately, each strategy must maximize return within reasonable and prudent levels of risk. Also, the approach taken must provide exposure to a wide range of investment opportunities in various markets while limiting risk exposure through prudent diversification. Finally, the costs of administering and managing the investments related to the strategy cannot be excessive.

All investments include a risk of loss. In addition, as recent global and domestic economic events have indicated, performance of any investment is not guaranteed. As a result, there is a risk of loss of the assets we manage that may be out of our control. We use our best efforts and expertise to manage your assets. However, we cannot guarantee any level of performance or that you will not experience financial loss.

Lewis Asset Management will use our best judgment and good faith efforts in rendering services to you. We cannot warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Not every investment decision or recommendation made by us will be profitable. You assume all market risk involved in the investment of account assets under the Investment Advisory Agreement and understand that investment decisions made for this account are subject to various market, currency, economic, political and business risks. Except as may otherwise be provided by law, we will not be liable to you for (a) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by Lewis Asset Management with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from our adherence to your instructions; or (c) any act or failure to act by a custodian of your account. Nothing in this document shall relieve us from any responsibility or liability we may have under state or federal statutes.

### **8b: Common Strategies**

Our primary strategy focuses on long term trading, which is designed to capture market rates of both return and risk. Long term trading sacrifices potential short term gains for long term stability. We generally do not perform market timing or high frequency trading as the risk is high.

### **8c: Specific Securities**

Lewis Asset Management does not normally trade in individual securities. We prefer a broader market approach to insulate from erratic market conditions.

---

## **ITEM 9 – DISCIPLINARY INFORMATION**

### **9a: Civil or Criminal Actions**

Lewis Asset Management and its managers have never been found guilty, convicted or plead no contest to a criminal or civil action in a domestic, foreign or military court.

### **9b: Administrative Enforcement Proceedings**

Lewis Asset Management and its managers have never been found by the SEC, any other state or federal agency or any foreign regulatory agency to have caused loss of the ability of an investment-related business to do business or been sanctioned, barred or limited in investment-related activities.

### **9c: Self-Regulatory Organization Enforcement Proceedings**

Lewis Asset Management and its managers have never been found by a self-regulatory agency to have caused loss of the ability of an investment-related business to do business. Additionally, Lewis Asset Management and its managers have never been found in violation of self-regulatory agencies rules such that they were barred, suspended, limited in advisory functions or fined.

---

## **ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

### **10a: Broker Dealers and Registered Representatives**

Lewis Asset Management is not registered as a broker-dealer and our employees are not registered representatives of any broker-dealer.

### **10b: Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor**

Neither Lewis Asset Management nor our employees hold any of the above registrations.

### **10c: Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests**

The principal business of Lewis Asset Management is that of a registered investment advisor. Some of our members may be insurance agents. Employees who are insurance agents may also be paid based on these services they provide. In cases where we receive additional payment, there may be a conflict of interest. At all times, you are free to choose an outside agency to avoid the possibility of there being a conflict of interest.

Lewis Asset Management will disclose any material conflict of interest relating to Lewis Asset Management, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

### **10d: Selection of Other Advisors and How this Advisor is Compensated for those Selections**

Lewis Asset Management does not select other advisors.

---

## **ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

### **11a: Code of Ethics Description**

Lewis Asset Management has adopted a Code of Ethics that governs a number of potential conflicts of interest we have when providing our advisory services to you. This Code of Ethics is designed to ensure we meet our fiduciary obligation to you and to stress the importance of a culture of compliance within our firm.

---



An additional benefit of our Code of Ethics is to detect and prevent violations of securities laws, including our obligations we owe to you.

Lewis Asset Management's Code of Ethics is comprehensive, is distributed to each employee at the time of hire, and annually thereafter (if there are changes). We also supplement the Code of Ethics with annual training and on-going monitoring of employee activity. A complete copy of our Code of Ethics will be supplied to you, free of charge, if you request it.

Lewis Asset Management's Code of Ethics includes the following:

- Requirements related to the confidentiality of your personal, business and financial information
- Prohibitions on insider trading (if we are in possession of material, non-public information)
- Reporting of gifts and business entertainment
- Internal reporting and tracking of employee and firm transactions
- Reporting (on an on-going and quarterly basis) all personal securities transactions (what we call "reportable securities" as mandated by regulation)

On an annual basis, we require all employees to re-certify to our Code of Ethics, identify members of their household and any account to which they have a beneficial ownership (they "own" the account or have "authority" over the account), securities held in certificate form and all securities they own at that time.

#### **11b, c & d: Participation or Interest in Client Transactions**

Lewis Asset Management, or its employees, may buy and sell some of the same securities for our own accounts that we buy and sell for our clients. We will always buy or sell from our clients' accounts before we buy or sell from our accounts. In some cases Lewis Asset Management, or its employees, may buy or sell securities for our own accounts and not for clients' accounts, as it may not meet the objectives or plans for the client.

Lewis Asset Management will always maintain full disclosure with our clients so that you can make informed decisions. We will always evaluate our activity from the view of our clients to ensure that any and all required disclosures are made. For example, we will disclose anything that would cause you to be unfairly influenced to make any decision regarding actions or inactions in your account.

For California Residents: Lewis Asset Management adheres to the California Code of Regulations, Title 10 Section 260.238 (k), (1), (2) and (o) which prohibits investment advisers from:

(k) Failing to disclose to a client in writing before entering into or renewing an advisory agreement with that client any material conflict of interest relating to the adviser, its representatives or any requires that of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice including:

(1) Compensation arrangements connected with advisory services to clients which are in addition to compensation from such clients for such services; and

(2) Charging a client an advisory fee for rendering advice without disclosing that a commission for executing securities transactions pursuant to such advice will be received by the adviser, its representatives or its employees, or that such advisory fee is being reduced by the amount of the commission earned by the adviser, its representatives or employees for the sale of securities to the client.

(o) Making any untrue statement of a material fact or omitting a statement of material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading in the solicitation of advisory clients.

---

## **ITEM 12 – BROKERAGE PRACTICES**

### **12a: Selecting Brokerage Firms**

As part of our services, Lewis Asset Management will recommend a broker-dealer. We have selected our broker-dealers based on price, reliability, speed of processing, tools and "best execution" in addition to other considerations. And while you are not required to effect transactions through any broker-dealer recommended by us, we feel we have made our selections based on a totality of benefits they offer. In cases where the client

directs the brokerage, the client may be charged rates and fees by the custodian or broker-dealer that are higher than what we may have negotiated with our recommended dealers. Directed brokerage may also pay higher commissions as we are unable to aggregate trades.

Lewis Asset Management may purchase software, tools, training programs or seminar services from our broker-dealer. Additionally, broker-dealers may provide services, tools or other non-financial benefits to us as a benefit for using the broker-dealer's services. Services that we receive from one broker or dealer from one client may be used to the benefit of other clients. However, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the receipt of the types of benefits discussed above can create a potential conflict of interest by influencing our choice of a broker-dealer.

To avoid creating a possible conflict of interest in recommending broker-dealers, we have established the following restrictions in order to ensure its fiduciary responsibilities:

- Lewis Asset Management adheres to our Code of Ethics as outlined in Item 11 above.
- Lewis Asset Management maintains a list of all securities holdings for itself and anyone associated with its advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer of Lewis Asset Management.
- If Lewis Asset Management receives separate compensation for transactions, we will fully disclose them.
- Lewis Asset Management emphasizes the unrestricted right of you to select and choose your own broker or dealer.
- Lewis Asset Management will always act in accordance with all applicable federal and state regulations governing registered investment advisory practices.

Clients may impose, in writing, reasonable investment limitations and restrictions on specific securities, industry sectors, etc. when such limitations or restrictions do not interfere with our fiduciary role. Lewis Asset Management does not compensate any third parties, including broker-dealers, for referrals.

Lewis Asset Management recommends Charles Schwab & Co., Inc. Advisor Services, Interactive Brokers LLC, and TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC ("TD Ameritrade"). TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer.

#### **12.b: Sales Aggregation**

Lewis Asset Management is authorized to aggregate purchases and sales and other transactions made for your account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of ours. When we aggregate transactions, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price obtained. Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the account a confirmation slip with respect to its participation in the aggregated transaction and, in such event, we will advise you in writing of any purchase or disposition of instruments for the account with respect to any such aggregated transaction. We will direct that confirmations of any transactions effected for the account will be sent, in conformity with applicable law, to you.

---

### **ITEM 13 – REVIEW OF ACCOUNTS**

#### **13a: Periodic Reviews**

Accounts are reviewed by David W. Lewis, Jr. or qualified staff members. All reviews are either conducted or supervised by David W. Lewis, Jr. The frequency of reviews is determined based on your investment objectives, but no less than annually.

### **13b: Review Triggers**

More frequent reviews are triggered by a change in your investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in economic climate.

### **13c: Regular Reports**

All investment advisory clients receive annual written reports from Lewis Asset Management.

---

## **ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION**

### **14a: Economic Benefits Provided by Third Parties for Advice Rendered to Clients**

Lewis Asset Management participates in the institutional advisor program (the “Program”) offered by TD Ameritrade. TD Ameritrade offers to independent investment advisor services which include custody of securities, trade execution, clearance and settlement of transactions. Lewis Asset Management receives some benefits from TD Ameritrade through its participation in the Program.

As part of the Program, Lewis Asset Management may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between Lewis Asset Management’s participation in the Program and the investment advice it gives to its clients, although Lewis Asset Management receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Lewis Asset Management participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have Lewis Asset Management’s fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Lewis Asset Management by third party vendors. TD Ameritrade may also pay for business consulting and professional services received by Lewis Asset Management’s related persons. Some of the products and services made available by TD Ameritrade through the Program may benefit Lewis Asset Management but may not benefit its client accounts. These products or services may assist Lewis Asset Management in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Lewis Asset Management manage and further develop its business enterprise. The benefits received by Lewis Asset Management or its personnel through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Lewis Asset Management endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Lewis Asset Management or its related persons in and of itself creates a conflict of interest and may indirectly influence the Lewis Asset Management’s choice of TD Ameritrade for custody and brokerage services.

Charles Schwab & Co., Inc. Advisor Services provides Lewis Asset Management with access to Charles Schwab & Co., Inc. Advisor Services’ institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser’s clients’ assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For Lewis Asset Management client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or

asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to Lewis Asset Management other products and services that benefit Lewis Asset Management but may not benefit its clients' accounts. These benefits may include national, regional or Lewis Asset Management specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Lewis Asset Management by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Lewis Asset Management in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of Lewis Asset Management's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Lewis Asset Management's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to Lewis Asset Management other services intended to help Lewis Asset Management manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to Lewis Asset Management by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Lewis Asset Management. Lewis Asset Management is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

#### **14b: Compensation to Non-Advisory Personnel for Client Referrals**

Lewis Asset Management does not directly or indirectly compensate any person for client referrals or solicitation.

---

### **ITEM 15 – CUSTODY**

Lewis Asset Management clients' accounts are held by a qualified custodian and other than to withdraw advisory fees, Lewis Asset Management shall have no liability to the client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any unauthorized acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer. As a fiduciary, Lewis Asset Management will always act in the client's best interests and in doing so, the above does not limit or modify that duty to our clients. Custodial statements will include fees charged by Lewis Asset Management. We strongly urge you to review the investment advisory fees contained in the custodial statement for accuracy.

---

### **ITEM 16 – INVESTMENT DISCRETION**

Lewis Asset Management generally asks our clients to give us discretionary authority to execute transactions without our client's prior approval through a signed execution of a power of attorney or equivalent. These transactions may include the purchase and selling of securities, arranging for payments or generally acting on behalf of our clients in most matters necessary to the handling of the account.

In certain circumstances, we will request non-discretionary authority over our clients' accounts. Non-discretionary authority requires us to obtain your prior approval of each specific transaction prior to executing investment recommendations.

Clients may impose, in writing, reasonable investment limitations and restrictions on specific securities, industry sectors, etc. However, Lewis Asset Management will not accept limitations or restrictions that interfere with our fiduciary role.

---

#### **ITEM 17 – VOTING CLIENT SECURITIES**

The clients of Lewis Asset Management retain the authority to proxy vote and will continue to do so until we otherwise may agree in writing. You should ensure that proxy ballots are mailed directly to you by selecting this option on your custodial application forms. You are welcome to delegate said proxy voting authority to a third-party representative (non-advisory personnel) by filing the appropriate custodial form.

---

#### **ITEM 18 – FINANCIAL INFORMATION**

##### **18a: Balance Sheet**

Lewis Asset Management does not solicit prepayment of more than \$1,200 in fees per client six (6) months in advance.

##### **18b: Financial Conditions**

Lewis Asset Management has no financial issues that could impair our ability to carry out our fiduciary duty to our clients.

##### **18c: Bankruptcy Petition**

Lewis Asset Management has never been the subject of a bankruptcy petition.