

**DAVID ALAN LEVINE**

**66 Katzenelbogen Street  
Apartment 8  
Jerusalem Israel 93871**

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This brochure provides information about the qualification and investment advisory business practices of David Alan LeVine. If you have any questions about the content of this brochure, please contact us at 941-296-0647. 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 David Alan LeVine is also available on the Internet at [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov).

## **Item 2 - Material Changes**

There are no material changes to report.

We will ensure that you receive a summary of material changes, if any, to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31 so you will receive the summary of material changes, if any, no later than April 30 each year. At that time, we will also offer a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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## **Item 4 - Advisory Business**

### **David Alan LeVine**

#### **Firm Description**

Founded in June 2011, David Alan LeVine (the “Adviser”) is an investment firm based in Jerusalem, Israel. The firm’s sole owner and Chief Compliance Officer is David Alan LeVine.

Mr. LeVine offers personalized investment advisor services solely for Options trading in clients’ accounts. All accounts are managed on a discretionary basis.

The Adviser does not participate in any wrap fee programs.

As of December 31, 2014 the assets under management is \$1.1 million.

## **Item 5 - Fees and Compensation**

The adviser’s fee structure is based on assets under management, set forth below.

#### Standard Management Package:

- Fees are 1% annual management fee

Fees are non-negotiable and deducted quarterly, five (5) days after the end of the Quarter. The management fees will be prorated based on the number of days that services will be provided during the billing period. Performance is not prorated. The Adviser will send a billing notice to each client at the beginning of each quarter and fees will be payable upon receipt of such notice. Clients will be notified in advance of any changes to the fee structure.

Brokerage commissions and/or transaction ticket fees charged by the custodian will be billed directly to the client. The Adviser will not receive any portion of such commissions or fees from the custodian or client. In addition, clients may incur certain charges imposed by third parties other than the Adviser in connection with investments made through the account. Management fees charged by the Adviser are separate and distinct from the fees and expenses charged by the custodian or third parties.

Both parties may terminate services at any time provided written notice to the other party and such termination shall become effective upon receipt by the non-terminating party. If services are terminated after the initial five day period, fees will be prorated based on the number of days that services were provided prior to receipt of notice of termination. The adviser will promptly refund any unearned client fees.

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

The Adviser does charge a performance-based fee equal to 20% of profit, in addition to the management fee. Any performance or incentive fee arrangements are subject to Section 205(a)(1) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

## **Item 7 - Types of Clients**

The Adviser provides portfolio management services to individuals, high networth, charitable organizations, and corporations. The Adviser has no minimum asset level for acceptance of a client. The broker of choice, Interactive Broker, has a \$10,000 minimum.

## **Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss**

Our investments are focused on conservative Options trading strategies that have high probabilities of profit. A typical trade would be a Condor spread (vertical Options spread) on an Index like the RUT, NDX or SPX, where the expiration is in 24 - 60 days, and the Delta of the Short Strike is 0.04 or less.

We offer two types of margin accounts to clients, regT margining for all clients, and Portfolio Margining for high networth clients with account assets over \$200,000 who seeks higher returns. Within the regT margining, there is no risk of a margin call with standard trades. Portfolio Margining can include unsecured positions (selling naked) where the risk of loss can be unlimited, and in some rare cases can be subjected to a margin call, where the loss can exceed the account value. On larger accounts with Portfolio Margining, we may sell single options without placing a long position, 45 - 60 days before expiration, and we will close these positions in most cases prior to expiration.

We trade the main Indexes because they offer high liquidity, and have more stable price movements.

We normally place one trade per month, and we may exit that trade early if we gathered most of the premium, and we are able to get a better trade for the following expiration month. Accounts with Portfolio Margining may have multiple positions and may trade on multiple indexes simultaneously.

Depending on the Market conditions, we may only place a Put spread or a Call spread. Our primary goal is to select positions that will not require adjustments. This means that we will sacrifice premium for a safer position, and we will skip some trading months if we are not able to trade positions that meet all of our trading requirements. We have very strict rules with regard to the positions we enter and when to exit. If a position reaches an adjustment point, we will

remove it without hesitation.

Options trading involve significant risk, and it is possible to lose all of the investment. Clients should only invest money that you can afford to lose. We recommend that clients should not invest more than 15% of their investment portfolio into Options trading. The primary risk to the types of positions we trade is a Market crash or 'gap'. If, at expiration, the Market crashed or gapped when we were not able to adjust the position, it is possible to lose your entire investment.

## **Item 9 - Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of David Alan LeVine or the integrity of Mr. LeVine's management. There are no legal or disciplinary events that are material to your evaluation of David Alan LeVine.

## **Item 10 - Other Financial Industry Activities and Affiliations**

Mr. LeVine is also the managing partner of Jumping Ahead Inc. (DBA "UncleBobsMoney.com"). Certain clients of David Alan LeVine are also clients of UncleBobsMoney.com. UncleBobsMoney.com is an online website that provides option trading tools and newsletters through sales of subscriptions.

David Alan LeVine does not provide any proprietary products for investment by clients.

Mr. LeVine trades the same positions as the investment clients. The trades are placed at the same time, and neither clients nor Mr. LeVine has priority or preferential treatment. There is no limit to the number of Options that can be traded, and Mr. LeVine's Options trades will not create any disadvantage to the clients.

The clients at UncleBobsMoney.com may trade the same positions as the investment client. Clients of UncleBobsMoney.com will place their own trades, and these trades may or may not create any disadvantage to the adviser's clients. For more information on how the conflict of information are handled please see Item 11 Code of Ethics of this brochure.

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

According to the *Investment Advisers Act of 1940*, an investment adviser is considered a fiduciary. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts. In addition, an investment adviser has a duty of utmost good faith to act solely in the best interest of each client. The Adviser and its associated persons have a fiduciary duty to all clients.

The Adviser has established a Code of Ethics which all associated persons must read and must then execute an acknowledgment agreeing that they understand and agree to comply with the Code of Ethics. The fiduciary duty of the Adviser and its associated persons to clients is considered the core underlying principle for the Adviser's Code of Ethics and represents the expected basis for all dealings with clients. The Adviser has the responsibility to make sure that the interests of clients are placed ahead of his or associated persons' own investment interests. All associated persons will conduct business in an honest, ethical and fair manner. All associated persons will comply with all federal and state securities laws at all times. Full disclosure of all material facts and potential conflicts of interest will be provided to clients prior to services being conducted. All associated persons have a responsibility to avoid circumstances that might negatively affect or appear to affect the associated persons' duty of complete loyalty to their clients.

This section is only intended to provide current clients and potential clients with a description of the Adviser's Code of Ethics. If current clients or potential clients wish to review the Adviser's Code of Ethics in its entirety a copy may be requested from the Adviser, and it will be provided promptly.

With respect to participation or interest in a client transaction, the Adviser may buy or sell for his personal accounts, investment products identical to those recommended to clients which create a potential conflict of interest. It is the express policy of Mr. LeVine that the interests of his clients will be placed ahead of his own when implementing personal investments. Mr. LeVine shall not buy or sell securities for his personal account(s) where his decision is derived, in whole or in part, by information obtained as a result of his employment unless the information is also available to the investing public upon reasonable inquiry. In order to minimize this conflict of interest, securities recommended by Adviser are widely held and publicly traded.

## **Item 12 - Brokerage Practices**

David Alan LeVine does not take custody of client assets. For purposes of efficiency, the Adviser prefers to work with only one custodian, Interactive Broker LLC ("Interactive Broker"), Member FINRA/SIPC. Interactive Broker is regulated by the US Securities and Exchange Commission and the Commodity Futures Trading Commission. The Adviser will have clients establish accounts with Interactive Broker because of the availability of client access to information regarding transactions and holdings and the overall cost to the client.

The Adviser receives no soft dollar benefits, nor does the adviser direct brokerage to another brokerage firm. Best execution of client transactions is an obligation the Adviser takes seriously and is a catalyst in the decision of suggesting a broker, dealer, or custodian. While the quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price, and it is not the sole consideration. The trading process of any broker/dealer suggested by the adviser must be efficient, seamless, and straight-forward. Overall custodial support services, trade correction services, and statement preparation are some of the other factors determined when suggesting a broker, dealer, or custodian.

Client transactions are conducted independently. We may make block trades where each client account will allocate a specific number of contracts appropriate to the account size, and one large order will be placed in the Market. The allocation of the filled trades will be random so that no client will have preference over the other. The price may change during the trading process, but since the allocations will always be random, the price effects will level out over time.

### **Brokerage Fees**

Clients may incur certain charges imposed by custodians, brokers, third party investment professionals and other third parties, such as custodial fees, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Such charges, fees and commissions are exclusive of and in addition, to David Alan LeVine's fee, and Mr. LeVine shall not receive any portion of these commissions, fees, and costs.

## **Item 13 - Review of Accounts**

Client accounts will be reviewed daily for trade positions. The Adviser will monitor any existing position, and allocate the appropriate number of contracts for each new trade. On accounts that use Portfolio Margining, we also monitor the "net liquidation value" and the margin requirements to make sure they are in the acceptable trading range.

Clients can log into Interactive Brokers to get their account activity reports at any time.

Quarterly, the Adviser will provide summary reports via email to clients.

## **Item 14 - Client Referrals and Other Compensation**

The Adviser - may agree to pay qualified parties a mutually acceptable fee for clients referred to the adviser by such persons. In such situations, the Adviser shall agreed to pay a set fee, as long as the account remains with the Adviser.

## **Item 15 - Custody**

David Alan LeVine does not maintain custody of client assets. The Adviser sends out invoices to the client for fees.

Clients should receive at least quarterly, but typically monthly, statements from Interactive Brokers. The Adviser urges clients to carefully review such statements with reports that the Adviser provides. The Adviser's statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methods of certain securities.



## **Item 16 - Investment Discretion**

The Adviser provides asset management services on a discretionary basis. The client will grant the Adviser discretionary trading authority when executing an agreement for services. This authority will allow Adviser to determine the type of securities and the amount of securities that can be bought or sold for the client's portfolio without obtaining the client's consent for each transaction. Additionally, the Advisor will be granted discretionary authority to select the broker or dealer through which transactions will be implemented unless otherwise directed in writing by the client and agreed to by the Adviser. Adviser will not be given discretionary authority to withdraw funds and securities from client accounts. In all cases, discretion is to be exercised in a matter consistent with the stated investment objectives for the particular account. When selecting securities and determining amounts, the Adviser adheres to the investment policies, limitations and restrictions of his advisory clients.

## **Item 17 - Voting Client Securities**

The Adviser does not perform proxy-voting services on a client's behalf. Clients are instructed to read through the information provided with the proxy-voting documents and to make a determination based on the information provided. Upon request from the client, the Adviser may provide limited clarifications of the issues presented in the proxy voting materials based on his or her understanding of issues presented in the proxy-voting materials. However, the client will have the ultimate responsibility for making all proxy voting decisions.

## **Item 18 - Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about David Alan LeVine's financial condition.

The Adviser has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.