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Firm Brochure  
Part 2A of Form ADV

**February 25, 2016**

This brochure provides information about the qualifications and business practices of American Asset Management, Inc. If you have any questions about the contents of this brochure, please contact us at: 561-955-8500 or by email at: [terry@americanasset.net](mailto:terry@americanasset.net). 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.

Additional information about American Asset Management, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

## Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since the filing of our last annual updating amendment, dated January 29, 2015 we have no material changes to report.

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: 561-955-8500 or by email at: [julian@americanasset.net](mailto:julian@americanasset.net).

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## **Item 4 Advisory Business**

### **Firm Description**

American Asset Management, Inc., (AAM) was founded in 1992.

AAM provides personalized confidential financial advising and investment management to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, insurance review, investment management, education funding, retirement planning, and estate planning.

American Asset Management, Inc. is strictly a fee-only financial advising planning firm. The firm does not receive commissions for purchasing or selling annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. No commissions in any form are accepted. No finder's fees are accepted.

Investment advice is provided, with the advisor making the final decision on investment selection. American Asset Management, Inc. does not act as a custodian of client assets. The client always maintains control of their assets. American Asset Management, Inc. places trades for clients under a limited power of attorney.

Quarterly reviews are held with clients to review portfolios and to discuss changes or clients situation.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

### **Principal Owners**

Julian Rubinstein is a 100% stockholder.

### **Types of Advisory Services**

American Asset Management, Inc. provides financial advisory services. It furnishes investment advice through consultations, issues newsletters and email reports when AAM determines that it will benefit the client. AAM also at times uses and recommends periodicals about investments, special reports about investments; and issues, charts, graphs, formulas, or other devices which clients may use to evaluate investments.

On more than an occasional basis, AAM furnishes advice to clients on matters not involving investments, such as financial planning matters, insurance and annuity investments made prior, taxation issues, and trust services that often include estate planning.

As of December 31, 2015, AAM manages \$192,000,000 in assets on a discretionary basis. No assets are managed on a non-discretionary basis.

## **Tailored Relationships**

The individual goals and objectives for each client as well as their particular financial situation are discussed at our initial meeting and are continually discussed at all future meetings. Our firm's investment goals and investment philosophy are also outlined in preliminary meetings and discussed in follow-up reviews. All of our clients agree to follow and accept our investment selection and philosophy including any changes in our investment philosophy, style and/or actual investments not previously discussed. Clients may not impose restrictions on investing in certain investments or types of securities.

## **Advisory Service Agreement**

Clients choose to have American Asset Management, Inc. manage their assets in order to obtain ongoing in-depth advice and life planning. All aspects of the client's financial affairs are advised on. As goals and situations change over time, suggestions are made and implemented on an ongoing basis. The scope of work and fee for an Advisory Service Agreement is provided to the client in writing prior to the start of the relationship. An Advisory Service Agreement includes: cash flow management; insurance review, if applicable, investment management (including performance reporting); education planning; retirement planning; estate planning, as well as the implementation of recommendations within each area.

The annual Advisory Service Agreement fee is 1% of assets managed payable quarterly and paid in arrears.

Although the Advisory Service Agreement is an ongoing agreement, the length of service to the client is at the client's discretion. The client or the investment advisor may terminate an Agreement at any time to the other.

## **Asset Management**

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. American Asset Management, Inc. does not receive any compensation, in any form, from fund companies.

Investments may also include: equities (stocks), corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities, mutual funds shares, U. S. government securities, and interests in partnerships.

Initial public offerings (IPOs) are sometimes available through American Asset Management, Inc.

## **Termination of Agreement**

A Client may terminate any of the aforementioned agreements at any time by notifying AAM. AAM may terminate any of the aforementioned agreements at any time by notifying the client.

## **Item 5 Fees and Compensation**

### **Description**

American Asset Management, Inc. charges annual fees at 1% of assets under management.

## Fee Billing

Investment management fees are billed quarterly, in arrears. Meaning that we invoice you after the three-month billing period has ended. Fees are deducted from the designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account but this is the only way we operate.

## IRA Rollover Considerations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of each.

An employee will typically have four options:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
  - a. Employer retirement plans generally have a more limited investment menu than IRAs.
  - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
  - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  - b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 70.5.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.

- a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

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

AAM does not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. AAM's fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7 Types of Clients**

### **Description**

AAM generally provides investment advice to individuals, pension and profit sharing plans, trusts, estates, or charitable organizations, partnerships, and corporations.

### **Account Minimums**

AAM requires a minimum account size of \$250,000.00; however this minimum account size is waived under special circumstances.

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

### **Methods of Analysis**

Investment analysis methods may include back-testing, charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources of information that AAM may use include Morningstar Principia mutual fund information, Morningstar Principia stock information, Bloomberg, TD Ameritrade's services, advisor intelligence, and the World Wide Web.

## **Investment Strategies**

The primary investment goal of AAM is capital preservation with the proper amount of growth and income to live on for the rest of their lives. We developed a balanced and diversified portfolio that protects the money you need to live on and to assure that your wealth will survive any event that would be devastating to any individual element within the portfolio. In other words, our portfolio should protect you no matter what the future brings.

Every client at American Asset Management has the same goal, capital preservation with the proper amount of growth and income. There is no such thing as high or low risk as no one wants to lose money. As such, every client has the same asset allocation and is invested in the same securities. When we buy or sell a security for one account, we do it for all of our accounts. This enables us to manage every account every day.

## **Risk of Loss**

Past performance may not be indicative of future results. Different types of investments involve varying degrees of risk. Therefore, it should not be assumed that future performance of a particular investment or investment strategy will be profitable or achieve its objective. If there are any changes to client's personal and/or financial situation or investment objectives, it is the client's responsibility to notify American Asset Management so that any adjustments to the Investment process for that client can be implemented. All investing involves a risk of loss.

## **Item 9 Disciplinary Information**

American Asset Management has not been involved in any legal or disciplinary events in the past 10 years that would be material to a client's evaluation of the company.

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

American Asset Management has no other affiliation or ownership relationship with other financial service companies that pose material conflict of interest to our clients.

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

### **Code of Ethics**

The employees of American Asset Management, Inc. have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

### **Participation or Interest in Client Transactions**

AAM, its employees, including Mr. Rubinstein, may buy or sell securities that are also held by clients. Employees may not trade their own securities ahead of client trades. Employees comply with the provisions of the AAM *Compliance Manual*.

### **Personal Trading**

The Chief Compliance Officer of American Asset Management, Inc. is Julian Rubinstein. He reviews all trades daily. The personal trading reviews ensure that the personal trading of employees do not affect the markets and do not receive preferential treatment.



## Item 12 Brokerage Practices

### Selecting Brokerage Firms

American Asset Management chooses to have all clients' accounts use TD Ameritrade as the custodian. AAM recommends TD Ameritrade based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

AAM participates in the institutional advisor program (the "program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC/NFA ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the program.

As disclosed above, AAM participates in TD Ameritrade's institutional customer program and AAM may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between AAM's participation in the program and the investment advice it gives to its clients, although AAM 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 service; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to clients accounts); the ability to have advisory fees deducted directly from clients 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 advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit advisor but may not benefit its client accounts. These products or services may assist advisor in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help advisor manage and further develop its business enterprise. The benefits received by advisor or its personnel through its 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, advisor endeavors at all times, to put the interest of its clients first. Clients should be aware, however, that the receipt of economic benefits by advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the advisors choice of TD Ameritrade for custody of brokerage services.

AAM reviews the execution of trades at each custodian daily. Whenever a better price is available outside of TD Ameritrade, we will use a Prime Broker to execute the trade away from TD Ameritrade to get the client the lowest price. The review is documented in the AAM *Compliance Manual*. Trading fees charged by the custodians is also reviewed on a daily basis. AAM does not receive any portion of the trading fees.

## **Soft Dollars**

Generally, in addition to a broker's ability to provide "best execution," we may also consider the value of "research" or additional brokerage products and services a broker-dealer has provided or maybe willing to provide. This is known as paying for those services or products with "soft dollars". Because many of the services or products could be considered to provide a benefit to the firm, and because the "soft dollars" used to acquire them are client assets, AAM could be considered to have a conflict of interest in allocating client business; it could receive valuable benefits by selecting a particular broker or dealer to execute client transactions and the transaction compensation charged by that broker or dealer might not be the lowest compensation the firm might otherwise be able to negotiate. In addition, AAM could have an incentive to cause clients to engage in more securities transactions that would otherwise be optimal in order to generate brokerage compensation with which to acquire products and services.

AAM's use of soft dollars is intended to comply with the requirements of Section 28(e) of the Securities Exchange Act of 1934. Section 28(e) provides a "safe harbor" for investment managers who use commissions or transactions fees paid by their advised accounts to obtain investment research services that provide lawful and appropriate assistance to the manager in performing investment decision-making responsibilities. As required by Section 28 (e), the firm will make a good faith determination that the amount of commission or other fees paid is reasonable in relation to the value of the brokerage and research services provided. That is, before placing orders with a particular broker, we generally determine, considering all of the factors described below, that the compensation to be paid to TD Ameritrade is reasonable in relation to the value of all the brokerage and research products and services provided by TD Ameritrade. In making this determination, we typically consider not only the particular transaction or transactions, and not only the value of brokerage and research services and products to a particular client, but also the value of those services and products in our performance of our overall responsibilities to all of our clients. In some cases, the commissions or other transaction fees charged by a particular broker-dealer for a particular transaction or set of transactions maybe greater than the amounts another broker-dealer who did not provide research services or products might charge.

## **Directed Brokerage**

We routinely require that you direct our firm to execute transactions through TD Ameritrade. AAM recommends TD Ameritrade based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates. Not all advisers require their clients to direct brokerage.

## **Order Aggregation**

Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit.

## **Item 13 Review of Accounts**

### **Periodic Reviews**

Account reviews are performed on an ongoing basis by Julian Rubinstein, CEO American Asset Management, Inc.

### **Review Triggers**

Other conditions that may trigger a review are changes in the tax laws, new investment information, new investment philosophy and changes in a client's own situation.

## **Regular Reports**

Julian Rubinstein heads up the firm's Investment Committee. He considers the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client.

Clients receive monthly statements from TD Ameritrade and may receive additional updates, newsletters and a performance report.

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

### **Incoming Referrals**

American Asset Management, Inc. has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

### **Referrals Out**

American Asset Management, Inc. does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

### **Other Compensation**

American Asset Management, Inc. receives no other forms of compensation.

## **Item 15 Custody**

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of AAM's advisory fees. This ability to deduct advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian.

### **Account Statements**

All assets are held at TD Ameritrade, which means the custodians provide account statements directly to clients at their address of record monthly.

### **Performance Reports**

Clients are urged to compare the account statements received directly from their custodians to the performance report statements provided by American Asset Management, Inc.

### **Portfolio Statements**

Clients are frequently provided portfolio value statements that are generated from our client system. Clients are urged to compare the account statements received directly from their custodians with the portfolio statements provided by American Asset Management, Inc.

## **Item 16 Investment Discretion**

### **Discretionary Authority for Trading**

AAM accepts discretionary authority to manage securities accounts on behalf of clients. AAM has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold.

However, AAM consults with the client prior to each trade to obtain concurrence if a blanket trading authorization has not been given.

The client approves the custodian to be used and the commission rates paid to the custodian. AAM does not receive any portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

Discretionary trading authority facilitates placing trades in your accounts on your behalf.

### **Limited Power of Attorney**

A limited power of attorney is a trading authorization for this purpose. You sign a limited power of attorney so that we may execute the trades that you have approved.

## **Item 17 Voting Client Securities**

American Asset Management does not vote proxies on securities. Clients are expected to vote their own proxies. When assistance on voting proxies is requested, AAM will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

## **Item 18 Financial Information**

American Asset Management, Inc. does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because AAM does not serve as a custodian for client funds or securities, and does not require prepayment of fees in advance.

## **Item 19 Requirements for State-Registered Advisers**

This section is not applicable because AAM is a federally registered investment adviser.

## **Item 20 Additional Information**

### **Trade Errors**

Any profits or losses from trade errors will be the responsibility of AAM. For accounts custodied at TD Ameritrade, as of April 1, 2014, if a profit results from correcting the trade, AAM will not retain the profit as all net gains (positive error accounts balances resulting from trade corrections) will be moved to a TD Ameritrade error account and subsequently donated to charity.

### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

### **Business Continuity Plan**

AAM has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornadoes, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived off site.

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

### **Information Security Program**

AAM maintains an information security program to reduce the risk that your personal and confidential information may be breached.

### **Privacy Notice**

American Asset Management is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, mail, fax, email, or in person. With your permission, we share a limited amount of information about you with your brokerage firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data encryption techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.