

**American National Investment Advisors, LLC**

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**FORM ADV PART 2A  
BROCHURE**

This brochure provides information about the qualifications and business practices of American National Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact Peter C. Claeys at 630-701-9080. 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 National Investment Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for American National Investment Advisors, LLC is 150713.

American National Investment Advisors, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

## Table of Contents

<b><i>Advisory Business.....</i></b>	<b><i>1</i></b>
<b><i>Fees and Compensation .....</i></b>	<b><i>4</i></b>
<b><i>Performance-Based Fees and Side-By-Side Management.....</i></b>	<b><i>5</i></b>
<b><i>Types of Clients.....</i></b>	<b><i>5</i></b>
<b><i>Methods of Analysis, Investment Strategies and Risk of Loss.....</i></b>	<b><i>5</i></b>
<b><i>Disciplinary Information.....</i></b>	<b><i>7</i></b>
<b><i>Other Financial Industry Activities and Affiliations .....</i></b>	<b><i>7</i></b>
<b><i>Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</i></b>	<b><i>8</i></b>
<b><i>Brokerage Practices .....</i></b>	<b><i>8</i></b>
<b><i>Review of Accounts.....</i></b>	<b><i>10</i></b>
<b><i>Client Referrals and Other Compensation.....</i></b>	<b><i>10</i></b>
<b><i>Custody .....</i></b>	<b><i>11</i></b>
<b><i>Investment Discretion.....</i></b>	<b><i>11</i></b>
<b><i>Voting Client Securities.....</i></b>	<b><i>12</i></b>
<b><i>Financial Information.....</i></b>	<b><i>12</i></b>
<b><i>Additional Information.....</i></b>	<b><i>12</i></b>

## Advisory Business

American National Investment Advisors, LLC ("American National") is an SEC-registered investment adviser based in Downers Grove, Illinois. Our firm is organized as a limited liability company under the laws of the State of Illinois. We have been providing investment advisory services since 2009. Our firm is 100% owned by Profitability Concepts and Consulting, LLC, which is wholly owned by Peter C. Claeys.

As used in this brochure, the words "we", "our" and "us" refer to American National, and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

We provide our clients with a wide range of investment advisory services through our investment management programs, including financial planning and consulting, discretionary and non-discretionary management of investment portfolios, wrap fee arrangements, and selection of other advisers. Our integrated suite of services may be offered to clients on an all-inclusive or individual basis. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services based on an analysis of your financial situation, personal balance sheet complexities, and individualized needs.

### Financial Planning/Consulting Services

We may provide broad-based and consultative financial planning services to our clients that may include advice on investment and other non-investment related matters. Financial planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. In addition to traditional financial planning services, we offer financial consultations on a variety of matters, including analysis and advice on estate planning, insurance planning, and asset allocation, among others.

Prior to engaging our firm to provide financial planning and/or consulting services, you will generally be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid. Our fees for these services may consist of a fixed fee, an hourly fee, or a combination thereof. Currently, fixed fees range from \$500 to \$5,000 and hourly fees range from \$100 to \$500. While fee paying arrangements may vary from client-to-client, we generally require payment of one-half of the financial planning/consulting fee upon entering into the agreement for services. The remaining balance is due and payable upon delivery of the financial plan or completion of the agreed upon services.

The type and amount of fees charged will be negotiated on a case-by-case basis, and are based on the complexity of your financial situation and the scope of services to be provided. An estimate of the total cost will be determined at the start of the advisory relationship. *In limited circumstances*, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and may request that you pay an additional fee.

In providing financial planning and/or consulting services, we may recommend our services, our Associated Persons in their separate capacity as licensed insurance agents, and/or other industry professionals with whom we have agreements to receive additional compensation (e.g. independent third party advisers). A conflict of interest exists when we make such recommendations. You retain absolute discretion over the decision to implement our financial planning recommendations. You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm of your choice. However, if you engage our firm for additional investment advisory services, we may offset all or a portion of our fees for those services based upon the amount you paid for the financial planning and/or consulting services provided.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

Either party may terminate the agreement by providing written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Investment Advisory Services**

We offer discretionary and non-discretionary investment advisory services on a fee-only wrap or non-wrap fee basis. If you engage our services on a wrap fee basis, you will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon your particular needs. If you engage our services on a non-wrap fee basis, you will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody).

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Subject to a grant of discretionary authorization, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, in what amounts, and selection over the broker or dealer to be used in accordance with your investment program, without obtaining your prior consent or approval for each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, and/or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

In limited circumstances, we may also manage advisory accounts on a non-discretionary basis, meaning specific client consent must be granted prior to each transaction. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Predicated on suitability, we may also recommend third-party money managers and other wealth advisers (collectively "sub-adviser") for account management services. The sub-adviser may be retained to manage a portion of, or your entire portfolio. In doing so, our primary objective is to align you with the appropriate sub-adviser(s) to allow you to capitalize on opportunities that will strengthen or enhance your personal wealth. Under such arrangements, we will monitor the sub-adviser's performance and we may assume discretionary authority to hire and fire a sub-adviser and reallocate your assets, where such action is deemed to be in your best interest.

You may make additions to and withdrawals from your account at any time, subject our right to terminate an account. You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

We use the below pricing schedules to determine the overall blended rate that is charged to your account. Once the blended rate is established it will not change later based on deposits and withdrawals or changes in account value.

Our annual fee for portfolio management services is based upon a percentage of assets under management, and varies depending upon the type of service provided (i.e. Equity and Balanced, Fixed Income, Mutual Fund Allocation). In special circumstance, and in our sole discretion, we may negotiate a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client relationship, account retention, *pro bono* activities, etc.).

Currently, our asset-based management fees for fee-only or non-wrap fee services are set forth in the following fee schedules:

**Market Value of Portfolio**

First	\$ 500,000
Next	\$ 500,000
Next	\$1,000,000
Over	\$2,000,000

**Equity & Balanced**

2.00 %
1.50 %
1.00 %
0.75 %

**Market Value of Portfolio**

First	\$ 500,000
Next	\$ 500,000
Next	\$1,000,000
Over	\$2,000,000

**Fixed Income**

1.25 %
1.00 %
0.85 %
0.75 %

**Market Value of Portfolio**

First	\$ 500,000
Next	\$ 500,000
Next	\$1,000,000
Over	\$2,000,000

**Mutual Fund Allocation**

1.25 %
1.00 %
0.85 %
0.75 %

Our annual fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client.

Our Agreement and/or the separate agreement you sign with LPL Financial ("LPL") or a different Financial Institution for custodial and brokerage services may authorize our firm through LPL or the Financial Institution to debit your account for the amount of our management fee and to directly remit that management fee to our firm in accordance with applicable custody rules. LPL or the Financial Institution must agree to send a statement to you, at least quarterly, indicating all amounts disbursed from your account including the amount of management fees paid directly to our firm. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements. Please refer to the *Brokerage Practices* section below for additional disclosures on this topic.

The Agreement for services will continue in effect until terminated by either party pursuant to the terms of the Agreement. You will incur a pro rata charge for services rendered prior to the termination of the Agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

If you receive an invoice from our firm, we encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

***American National Wrap Program***

We provide discretionary investment management services on a wrap fee basis in accordance with our investment management wrap fee program (the "Program"). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Program brochure (the "Brochure"), a copy of which will be presented to you if you are a prospective Program participant. Under the Program, we offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 3% of the Program assets. The terms and conditions for your participation in the

Program are set forth in detail in the Brochure, which is presented to all prospective Program participants in accordance with the disclosure requirements of Appendix 1 to Form ADV Part 2A. The Brochure is incorporated into this Form ADV Part 2A disclosure brochure by reference. All prospective Program participants should read this disclosure statement and the Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. LPL shall serve as the custodian for Program accounts.

As indicated in the Brochure, the overall cost of participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Brochure, the Program fee we charge for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

### **Types of Investments**

We recommend various types of securities and we do not necessarily recommend one particular type of security over another since each client has different needs and different tolerances for risk. We may also advise you on any type of investment held in your portfolio at the inception of our advisory relationship, or on specific types of investments at your request.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

### **Assets Under Management**

As of December 31, 2010, we manage \$51,362,076 in client assets on a discretionary basis; at this time, we do not manage any client assets on a non-discretionary basis.

## ***Fees and Compensation***

Please refer to the "Advisory Business" section in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

### **Additional Fees and Expenses**

The custodian holding your funds and securities may, on occasion and solely at their discretion, charge fees to you for other services you request in addition to the compensation they receive for custodial services (such as wire transfers or bill pay fees) provided to you. Also, it is the current practice of certain custodians to charge a "flat" transaction fee to the client on trades executed at other brokers. We do not share in any portion of these additional fees.

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this Disclosure Brochure.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our 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.

## ***Types of Clients***

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities. In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to effectively manage.

Certain independent third party managers may impose account minimums and/or varying billing practices from those required by our firm. In such instances, we may alter our corresponding account requirements and/or billing practices to accommodate those of the third party managers.

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

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis – involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis – involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Cyclical Analysis – a type of technical analysis that involves evaluating recurring price patterns and trends.
- Modern Portfolio Theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.
- Long Term Purchases – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.



- **Short Sales** – securities transaction in which an investor sells securities he or she borrowed in anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price.
- **Margin Transactions** – a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- **Option Writing** – a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

In general, we manage wrap fee accounts on a discretionary basis based on a long-term investment strategy. We also manage non-wrap fee accounts on either a discretionary or a non-discretionary basis, and may employ a short-term investment strategy in managing this type of account. A long-term investment strategy will typically involve investing in securities that are anticipated to grow in value over a relatively long period of time. On the other hand, a short-term investment strategy will typically involve purchasing and selling securities within a relatively short period of time based on these securities' short-term price fluctuations. If you participate in our wrap fee program, we will provide you with a separate Wrap Fee Program Brochure explaining the program and costs associated with the program.

**Fundamental Analysis** - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Although we have been successful in the past in reducing risk in our clients' accounts prior to down markets, investing in securities markets entails the risk of loss. Accordingly, you should invest with a long-term time frame and understand that we cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.



**Recommendation of Particular Types of Securities**

As disclosed under the "Advisory Business" section in this Brochure, we recommend various types of securities and we do not necessarily recommend one particular type of security over another since each client has different needs and different tolerances for risk. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

***Disciplinary Information***

American National Investment Advisors, LLC, has been registered and providing investment advisory services since 2009. Neither our firm nor any of our associated persons has any reportable disciplinary information.

***Other Financial Industry Activities and Affiliations*****Other Business Activities**

Individuals that are registered with our firm may also be separately licensed as an independent insurance agent. In this capacity, they can effect transactions in insurance products for you and earn commissions for these activities. The fees you pay our firm for advisory services are separate and distinct from the commissions earned by these individuals for insurance related activities. This presents a conflict of interest because we may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

**Recommendation of Other Advisers**

We may recommend that you use a third party adviser ("TPA") based on your needs and suitability. We may receive compensation from the TPA for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any TPA we recommend.

In other circumstances, we may enter into arrangements with you where you pay us directly for recommendation of the TPA. Under these arrangements, the TPA will either charge a separate fee for their services or the TPA will share in a portion of the fee you pay to our firm.

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

### **Description of Our Code of Ethics**

We have adopted a Code of Ethics that sets the standard of conduct expected to comply with applicable securities laws. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. We adhere strictly to these guidelines. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. Clients or perspective clients may contact us at 630-701-9080 to request a copy of our Code of Ethics.

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

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, where we trade on the same trading day, and outside of a block trade (as described more fully below), it is our policy that we will only execute transactions for personal accounts in the same direction as, and after the trade is complete in, your customer account. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

## ***Brokerage Practices***

When making investment decisions for client accounts, we determine the broker-dealer to be used in each specific transaction with the objective of negotiating the best execution available under the circumstances. Brokers will be selected to effect transactions based on factors such as 1) commission rates, 2) their respective financial strength, 3) execution, 4) research, and 5) accounting "back office" capabilities. These transactions are qualitatively "the best" but may or may not be the absolutely lowest commission available.

Best execution is not measured solely by reference to commission rates. Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered. We do not obligate ourselves to seek the lowest commission charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for your account. We must, however, determine in good faith that the commission paid is reasonable in relation to the value of brokerage and research services provided by the executing broker in the context of the individual trade and/or our overall responsibility to all of the portfolios receiving management services.

We routinely recommend the brokerage and custodial services of LPL Financial ("LPL") a securities broker-dealer and a member of FINRA and the Securities Investor Protection Corporation ("SIPC"), for investment management accounts. Our firm is independently owned and operated and is not affiliated with LPL. We believe that LPL provides quality execution services for you at competitive prices. LPL's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by LPL may be higher or lower than those charged by other custodians and broker-dealers.

We periodically evaluate our relationship with LPL to ensure that LPL remains competitive with other firms providing custodial and brokerage services. This could mean that in a specific circumstance, you could pay a higher commission on a trade placed with LPL than you would if we had arrangements with several broker/dealers and could compare costs on each transaction. In deciding to use LPL and in deciding to continue using LPL, we have considered and continue to consider the full range and quality of services, including, among other things, execution capability, commission rate, reputation in the marketplace, financial responsibility, responsiveness to our clients and our firm, and the value of research services and additional brokerage products and services LPL provides. In recognition of the value of research services and additional brokerage products and services LPL provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere. We use research received from LPL in our general investment decision making to service all of our clients' account, not just for those accounts for which commissions may be considered to have been used to pay for the research received.

#### **Transition Support/Conflict of Interest**

Although not a material consideration when determining whether to recommend that you utilize the services of LPL, in the past, LPL provided our firm with Transition Support to assist us with practice transition expenses. Because we received this economic benefit, we may be perceived to have a conflict of interest in recommending that you use LPL as custodian. You will not pay more for investment transactions effected and/or assets maintained at LPL as a result of any Transition Support or other benefits LPL may provide, or may have provided our firm in the past. Contact Peter C. Claeys, Principal of our firm, if you have any questions on our relationship with LPL.

- Some of the products, services and other benefits provided by LPL, including monetary loans, benefit us and may not benefit our client accounts. The recommendation that you place assets in LPL's custody may be based in part on benefits LPL provides us and not solely on the nature, cost or quality of custody and execution services provided by LPL.
- We place trades for our clients' accounts subject to our duty to seek best execution and our other fiduciary duties. We may use broker-dealers other than LPL to execute trades for your accounts, but this practice may result in additional costs to clients so we are more likely to place trades through LPL rather than other broker-dealers. LPL's execution quality may be different than other broker-dealers.

#### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

#### **Directed Brokerage**

Some clients may instruct our firm in writing to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you will negotiate terms and arrangements for your account with the broker-dealer, and we will not seek better execution services or prices from other broker-dealers. As a result, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you. Subject to our duty to obtain best execution, we may decline your request to direct brokerage if, in our sole discretion, such directed brokerage arrangements would result in additional operational difficulties. You are encouraged to discuss available alternatives with an Associated Person of our firm.

#### **Block Trades**

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees.

Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

### ***Review of Accounts***

For those clients to whom we provide investment management services, we will monitor those portfolios as part of an ongoing process while regular account reviews are conducted at the client's request or as deemed appropriate by our firm. For those clients to whom our firm provides financial planning and/or consulting services, reviews are conducted on an "as needed" basis. Currently, account reviews are conducted by Peter C. Claeys, Principal of our firm (individuals conducting reviews may change as others join or leave American National). Additional reviews may be conducted at your request, or based on various circumstances, including, but not limited to, contributions and withdrawals, year-end tax planning, market moving events, security specific events, and/or, changes in your risk/return objectives.

You are encouraged to discuss your needs, goals, and objectives with our firm and to keep us informed of any changes in this information. We will contact ongoing investment advisory clients at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives.

You will receive transaction confirmation notices and regular summary account statements, at least quarterly, directly from the broker-dealer or custodian for your account(s).

### ***Client Referrals and Other Compensation***

We directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this Disclosure Brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires or a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not pay additional fees because of this referral arrangement. Referral fees paid to a licensed Solicitor may or may not be contingent upon your entering into an advisory agreement with our firm. Referral fees paid to a non-licensed or non-registered individual are not contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor may have a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements.

We may enter into contractual arrangements with various employees under which the employee receives compensation from our firm for the establishment of new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. The compensation to an employee may be equal to a percentage of the advisory fee collected from you for as long as you are a client with our firm, or until such time as our agreement with our firm expires. Alternatively, we may pay the employee a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not be charged additional fees based on this compensation arrangement. The receipt of referral based compensation creates a financial incentive for the employee to recommend our firm to you for advisory services. This in turn creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

### ***Custody***

We directly debit your account(s) for the payment of our advisory fees. This ability to deduct our 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. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact our firm at (630) 701-9080.

### ***Investment Discretion***

Generally, clients retain our firm for discretionary account management services. Under these arrangements, we hold a limited power of attorney to act on your behalf without prior consultation (but we do not have custody of your funds or securities). Accordingly, we are authorized to perform various functions on your behalf, without seeking further approval or authorization before each transaction, including: (a) to make all investment decisions; (b) to buy, sell, and otherwise trade in securities; (c) to select brokers or dealers to execute securities transactions on behalf of your account(s). Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the "Advisory Business" section in this Brochure for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

### ***Voting Client Securities***

Without exception, we will not vote proxies on behalf of your advisory accounts. However, at your request, we may offer you advice regarding the exercise of your proxy voting rights.

### ***Financial Information***

We are not required to provide financial information about American National to our clients because we do not:

- require the prepayment of more than \$500 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

### ***Additional Information***

#### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact us at (630) 701-9080 if you have any questions regarding our privacy policy.

#### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

**American National Investment Advisors, LLC**

**2001 Butterfield Road, Suite 500  
Downers Grove, IL 60515**

**Telephone: (630) 701-9080**

**Website: [www.American-National.us](http://www.American-National.us)**

**2/24/2011**

**WRAP FEE PROGRAM BROCHURE**

**FORM ADV PART 2A  
APPENDIX 1**

This Wrap Fee program brochure provides information about the qualifications and business practices of American National Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact Peter C. Claeys at 630-701-9080. 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 National Investment Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for American National Investment Advisors, LLC is 150713.

American National Investment Advisors, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.



## Table of Contents

<b>Services, Fees and Compensation .....</b>	<b>1</b>
<b>Account Requirements and Types of Clients .....</b>	<b>5</b>
<b>Portfolio Manager Selection and Evaluation .....</b>	<b>5</b>
<b>Client Information Provided to Portfolio Managers.....</b>	<b>7</b>
<b>Client Contact with Portfolio Managers .....</b>	<b>7</b>
<b>Additional Information .....</b>	<b>8</b>

## Services, Fees and Compensation

American National Investment Advisors, LLC ("American National") is a SEC-registered investment adviser based in Downers Grove, Illinois. Our firm is organized as a limited liability company under the laws of the State of Illinois. We have been providing investment advisory services since 2009. Our firm is 100% owned by Profitability Concepts and Consulting, LLC, which is wholly owned by Peter C. Claeys.

As used in this brochure, the words "we", "our" and "us" refer to American National, and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this brochure. As used in this brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

We offer the following wrap-fee program to prospective and existing advisory clients. We administer the wrap-fee program in our capacity as Sponsor and investment manager to the program. A Sponsor of a wrap fee program organizes and/or administers the program. A "wrap-fee" program is a type of investment program that provides clients with advisory services, investment management and brokerage services for one all-inclusive fee. If you participate in our wrap fee program, you will pay our firm a single fee, which includes our money management fees, certain transaction costs, and custodial and administrative costs. You are not charged separate fees for the respective components of the total services. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program. Under the Program, LPL Financial, the account custodian, will act as paying agent on our behalf with respect to collecting advisory fee payments you make for participation in the Program.

Prior to becoming a client under the wrap-fee program, you will be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

We provide investment supervisory services through the Program, defined as giving continuous advice to you and/or making investments for your account(s) based on your individual needs. Through personal discussions in which your goals and objectives are established, we develop your personal investment policy and create and manage a portfolio for you based on that policy.

Under the Program, we require you to grant our firm discretionary authority to manage your account. Subject to this grant of discretion, we have the authority and responsibility to formulate investment strategies on your behalf. This authorization includes deciding which securities to buy and sell, when to buy and sell, and in what amounts, in accordance with your investment program, without obtaining your prior consent or approval for each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, and/or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. You may change/amend these limitations as required. Such amendments shall be submitted in writing. We will not wire or transfer funds to third parties without your prior written approval.

We will create a portfolio which *may* include individual equity and/or fixed income securities, options and other derivate securities, mutual funds, and/or exchange traded funds. You will have the opportunity to place reasonable written restrictions on the types of investments that will be made on your behalf. You will retain individual ownership of all securities.

Transactions for your account must be executed by LPL Financial ("LPL"), a securities broker-dealer and a member of FINRA and SIPC. To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by LPL or other broker-dealers, and the advisory fees charged by investment advisers.

We believe that LPL provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by LPL, including the value of research provided the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services LPL provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Depending upon the percentage wrap-fee charged by our firm (as described more fully below), the amount of portfolio activity in your account, and the value of custodial and other services provided, the wrap-fee may or may not exceed the aggregate cost of such services if they were to be provided separately and/or if we were to negotiate transaction fees and seek best price and execution of transactions for your individual account. Inasmuch as the execution costs for transactions effected in your account may be paid by our firm, a conflict of interest arises in that we may have a disincentive to trade securities in your account.

#### **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. Moreover, it remains your absolute responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

#### **The Program Fee**

We charge an annual "wrap-fee" for participation in the Program. The annualized fee will be charged as a percentage of your assets under our management, as follows:

<b>Market Value of Portfolio</b>		<b>Equity &amp; Balanced</b>
First	\$ 500,000	3.00 %
Next	\$ 500,000	2.50 %
Next	\$1,000,000	2.00 %
Over	\$2,000,000	1.60 %
<b>Market Value of Portfolio</b>		<b>Fixed Income</b>
First	\$ 500,000	1.50 %
Next	\$ 500,000	1.25 %
Next	\$1,000,000	1.00 %
Over	\$2,000,000	0.75 %
<b>Market Value of Portfolio</b>		<b>Mutual Fund Allocation</b>
First	\$ 500,000	1.50 %
Next	\$ 500,000	1.25 %
Next	\$1,000,000	1.00 %
Over	\$2,000,000	0.75 %

The wrap-fee includes all advisory and brokerage costs (including transaction costs), quarterly performance reports, third party custodial fees, exchange fees and transfer taxes.

**Fee Differentials:** In certain circumstances, and in our sole discretion, we may charge a different wrap fee (higher or lower) based upon certain criteria (i.e., complexity of the engagement, anticipated future earning capacity and/or additional assets, dollar amount of assets managed, related accounts, account composition, services to be provided (i.e. financial planning services), negotiations with client etc.).

**Fee Calculation:** The Program fee is calculated as described above and is not charged on the basis of a share of capital gains or capital appreciation of your account.

You may make additions to and withdrawals from your account at any time, subject our right to terminate an account. You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

**Termination of Advisory Relationship:** Either party may terminate the portfolio management agreement upon written notice to the other. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

#### **Wrap Fee Program Disclosures**

- The benefits under a wrap fee program depend, in part, upon the size of the Account, the management fee charged and the number of transactions likely to be generated in the Account. For example, a wrap fee program may not be suitable for Accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the Program Fee and any other costs of the Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under the Program.
- In considering the investment programs described in this brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers.
- Our firm and Representatives receive compensation as a result of your participation in the wrap-fee program. This compensation may be more than the amount our firm or the Representative would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and the Representatives have a financial incentive to recommend the Program.
- Similar advisory services may be available from other registered investment advisers for lower fees.

#### **Additional Fees and Expenses**

The Program Fee includes the costs of brokerage commissions for transactions executed through the Qualified Custodian (or a broker-dealer designated by the Qualified Custodian), and charges relating to the settlement, clearance, or custody of securities in the account. The Program Fee does not include mark-ups and mark-downs, dealer spreads or other costs associated with the purchase or sale of securities, interest, taxes, or other costs, such as national securities exchange fees, charges for transactions not executed through the Qualified Custodian, costs associated with exchanging currencies, wire transfer fees, or other fees required by law or imposed by third parties. The account will be responsible for these additional fees and expenses.

The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Certain mutual funds offered through the Programs may impose short-term trading charges (typically 1% - 2% of the amount originally invested) for redemptions made within short periods of time. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others.

### **Brokerage Practices**

If you participate in the Program, you will be required to use the custodial services of LPL Financial, a securities broker-dealer and a member of FINRA and SIPC. LPL is not affiliated with our firm and is not a sponsor of this Program. Since we require you to use LPL, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Not all advisers require their clients to direct brokerage. We believe that LPL provides quality execution services at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by LPL, including the value of research, LPL's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services LPL provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

### **Transition Support/Conflict of Interest**

Although not a material consideration when determining whether to recommend that you utilize the services of LPL, in the past, LPL provided our firm with Transition Support to assist us with practice transition expenses. Because we received this economic benefit, we may be perceived to have a conflict of interest in recommending that you use LPL as custodian. You will not pay more for investment transactions effected and/or assets maintained at LPL as a result of any Transition Support or other benefits LPL may provide, or may have provided our firm in the past. Contact Peter C. Claeys, Principal of our firm, if you have any questions on our relationship with LPL.

- Some of the products, services and other benefits provided by LPL, including monetary loans, benefit us and may not benefit our client accounts. The recommendation that you place assets in LPL's custody may be based in part on benefits LPL provides us and not solely on the nature, cost or quality of custody and execution services provided by LPL.
- We place trades for our clients' accounts subject to our duty to seek best execution and our other fiduciary duties. We may use broker-dealers other than LPL to execute trades for your accounts, but this practice may result in additional costs to clients so we are more likely to place trades through LPL rather than other broker-dealers. LPL's execution quality may be different than other broker-dealers.

In addition, we may receive from LPL and/or a mutual fund company, without cost (and/or at a discount) support services and/or products, certain of which assist our firm in better monitoring and servicing your accounts maintained at such institutions. Included within the support services that may be obtained by our firm are investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by our firm in furtherance of our investment advisory business operations.

Certain of the support services and/or products that we may receive may assist our firm in managing and administering your account(s). Others do not directly provide such assistance, but rather assist our firm in the management and further development of our business enterprise.

There is no corresponding commitment made by our firm to LPL or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

**Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

**Block Trades**

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

## Account Requirements and Types of Clients

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your Account if it falls below a minimum size which, in our sole opinion, is too small to effectively manage.

## Portfolio Manager Selection and Evaluation

**Performance-Based Fees and Side-by-Side Management**

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our 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.

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

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis – involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis – involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Technical Analysis – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Cyclical Analysis – a type of technical analysis that involves evaluating recurring price patterns and trends.
- Modern Portfolio Theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.
- Long Term Purchases – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.
- Short Sales – securities transaction in which an investor sells securities he or she borrowed in anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price.
- Margin Transactions – a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- Option Writing – a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Fundamental Analysis - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

We may use short-term trading (securities sold within one year of purchasing the same securities) as an investment strategy when managing your account(s). Short-term trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk.



Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

#### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Although we have been successful in the past in reducing risk in our clients' accounts prior to down markets, investing in securities markets entails the risk of loss. Accordingly, you should invest with a long-term time frame and understand that we cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

#### **Proxy Voting**

Without exception, we will not vote proxies on behalf of your advisory accounts. Accordingly, you will maintain exclusive proxy voting responsibility.

### **Client Information Provided to Portfolio Managers**

As the Sponsor and portfolio manager of the Program, we will not share your private information with any other program manager or unaffiliated third party. As required, in order to provide the Program services, we will provide your private information to LPL Financial, as your account custodian. We may also provide your private information to mutual fund companies and/or private managers. We will only share the information necessary in order to carry out our obligations to you in servicing your account.

### **Client Contact with Portfolio Managers**

Without restriction, you have reasonable access to contact and consult with our firm and our Associated Persons to discuss your account.

## Additional Information

### Disciplinary Information

Neither our firm nor our principal owners have any legal or disciplinary events which are required to be disclosed in this Brochure Appendix.

### Other Financial Industry Activities and Affiliations

Individuals that are registered with our firm may also be separately licensed as an independent insurance agent. In this capacity, they can effect transactions in insurance products for you and earn commissions for these activities. The fees you pay our firm for advisory services are separate and distinct from the commissions earned by these individuals for insurance related activities. This presents a conflict of interest because we may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

### Description of Our Code of Ethics

We have adopted a Code of Ethics that sets the standard of conduct expected to comply with applicable securities laws. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. We adhere strictly to these guidelines. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. Clients or perspective clients may contact us at 630-701-9080 to request a copy of our Code of Ethics.

### Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, where we trade on the same trading day, and outside of a block trade (as described more fully below), it is our policy that we will only execute transactions for personal accounts in the same direction as, and after the trade is complete in, your customer account. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

### Reviews of Accounts

We will monitor the underlying securities held in your account on a continuous basis while regular account reviews are conducted at the client's request or as deemed appropriate by our firm. Currently, reviews are conducted by Peter C. Claeys, Principal of our firm (individuals conducting reviews may change as others join or leave American National). More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

You will receive trade confirmations and monthly or quarterly statements from LPL Financial, your account custodian. We will not provide you with additional or regular written reports in conjunction with account reviews; however, you *may* receive supplemental reports from our firm as we deem appropriate.

**Client Referrals and Other Compensation**

We directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this Disclosure Brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive a either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires or a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements.

We may enter into contractual arrangements with various employees under which the employee receives compensation from our firm for the establishment of new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. The compensation to an employee may be equal to a percentage of the advisory fee collected from you for as long as you are a client with our firm, or until such time as our agreement with our firm expires. Alternatively, we may pay the employee a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not be charged additional fees based on this compensation arrangement. The receipt of referral based compensation creates a financial incentive for the employee to recommend our firm to you for advisory services. This in turn creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

**Financial Information**

We are not required to provide financial information about American National to our clients, because we do not require the prepayment of fees in excess of \$500 for more than six months in advance; we do not take custody of client funds or securities; and, we do not have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

**Our Managing Member and Chief Compliance Officer, Peter C. Claeys, remains available to address any questions that a client or prospective client may have regarding the information contained in this brochure.**