

mABC Investment Advisors, LLC

PO Box 71 1322 Houston, TX 77271
7914 Candle Ln Houston, TX 77071
Michael.Andries@mABCLLC.com

Tel: 713-777-0260
Cell: 713-516-2310
Fax: 832-364-6175

REGULAR NON-DISCRETIONARY INVESTMENT ADVISORY SERVICES AGREEMENT

AGREEMENT, made this ___ day of _____, 20___ between the undersigned party,
_____ whose mailing address is
_____ (hereinafter
referred to as the “Client”), and **mABC INVESTMENT ADVISORS, LLC**, a registered investment
adviser, whose mailing address is listed above (hereinafter referred to as the “Adviser”).

1. Scope of Advisory Service

(a) The Client hereby appoints the Adviser, and the Adviser hereby accepts the appointment, to perform on a one-time, ongoing or periodic basis, as the case may be, non-discretionary investment advisory services.

(b) The scope of the advisory services covered by this Agreement are non-discretionary, and confer no investment authority or responsibility to the Adviser over any assets of the Client regardless of how such assets are held by the Client. Throughout the term of this Agreement, the Client shall retain full discretion to supervise, manage, and direct the assets of the Client that may be held by separate arrangement in one or more accounts with Adviser or any affiliated or unaffiliated third party (an “Account” whether one or more), together with all additions, substitutions and alterations thereto, with full power and authority to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Account in any manner deemed appropriate and to place all orders for the purchase and sale of Account assets with or through brokers, dealers, or issuers selected by the Client, either with or without the recommendation of the Adviser, as the case may be, all with or without prior consultation with the Adviser and all at such times as the Client deems appropriate

(c) Client acknowledges and understands that the service to be provided by Adviser under this Agreement is limited to the management of the Assets and does not include financial planning or any other related or unrelated services.

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2. Advisor Compensation

(a) The Advisor's annual fee for portfolio management services provided under this agreement shall be a percentage (%) of the market value of the Assets Under Management (AUM) and is billed quarterly in arrears based on the asset value on the last day of the calendar quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of a calendar quarter or funds are deposited or withdrawn from the account during the quarter. On an annualized basis, the Advisor's fees for portfolio management services, are based on the following scaled fee schedule

<u>Assets Under Management</u>	<u>Annualized Fee</u>
Under \$500,000	1.0%
\$500,000 to \$749,999	0.9%
\$750,000 to \$1,499,999	0.8%
\$1,500,000 to \$2,999,999	0.7%
\$3,000,000 to \$4,999,999	0.6%
\$5,000,000 and above	0.5%

Or, as otherwise agreed: _____

At its discretion, Advisor may allow accounts of members of the same household to be aggregated for purposes of determining the advisory fee. No increase in the annual fee shall be effective without prior written notification to the Client;

(b) Client agrees to pay Advisory fees according to the following (*initial selection*):

_____ Client agrees to pay the Adviser directly for its services, in which event Adviser's fee is due and payable upon receipt of Adviser's billing invoice

_____ Client authorizes the Custodian of the Assets to charge the Account for the amount of the Adviser's fee and to remit such fee to the Adviser provided that the following requirements are met:

- The Client provides written authorization permitting the fees to be paid directly from the Client's account held by the custodian. The Advisor does not have access to Client funds for payment of fees without Client consent in writing.
- The Advisor sends the Client an invoice showing the amount of the fee, the value of the Client's assets on which the fee is based, and the specific manner in which the fee was calculated. The advisor sends the custodian an invoice showing the amount of the fee to be deducted from the account.
- The custodian agrees to send the Client a statement, at least quarterly, indicating all amounts disbursed from the account including the amount of the advisory fee paid directly to the Advisor.

(c) In addition to Adviser's annual investment management fee, the Client shall also incur,

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relative to all mutual fund purchases, charges imposed directly at the mutual fund level (e.g. advisory fees and other fund expenses); and

(d) No portion of *Adviser Compensation* shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940.

3. Custody of Assets; Client Transactions

The Client acknowledges that this Agreement is not intended to, nor does it, confer or create any rights or obligations associated with the custody of any Client assets in favor, or to the detriment, of the Adviser. If requested by the Adviser, the Client agrees to provide to the Adviser copies of or access to all necessary transactional information regarding the Client's assets which is deemed necessary by the Adviser to perform the advisory services selected hereunder. The Client shall be free to disregard any investment advice or recommendation offered to the Client by the Adviser. The Adviser assumes no responsibility for any investment activity directed by the Client or other agents of the Client, or the effects it may have on Adviser's overall investment advice rendered pursuant to this Agreement.

4. Applicable Investment Guidelines

The Adviser may deem it prudent, in performing its services hereunder, to solicit from, and/or review with, the Client the investment objectives, policies, instructions, limitations and/or designations of the Client (the "Client Information"). The Client acknowledges and agrees that the Client is responsible for ensuring the accuracy and the legality of the Client Information. The Client represents that the Client Information and any other written information provided to the Adviser is accurate and complete, and the Client agrees that the Adviser and its agents or designees may each rely on such information in performing their responsibilities hereunder. The Client acknowledges and understands that it shall be the responsibility of the Client to promptly furnish the Adviser with written notice of changes in such Client Information or other written information provided by the Client to the Adviser.

5. Client Representations and Acknowledgements

The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part II of the Adviser's Form ADV; (d) the Client has delivered to the Adviser, and from time to time hereafter promptly will deliver to the Adviser, in writing, all of the information which the Adviser may require or reasonably request in order to perform its duties hereunder, and promptly will notify the Adviser, in writing, of any material changes in the information furnished; and (e) the Client is independent of and unrelated to the Adviser and its affiliates.

6. Adviser Representations and Acknowledgements

The Adviser represents and/or acknowledges that: (a) the Adviser is registered with the State

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Securities Board of Texas, the Colorado Division of Securities, and the Louisiana Commission of Securities; (b) Adviser has delivered to the Client Part II of its Form ADV; and (c) to the extent required by law and in accordance with the Adviser's privacy policy, Adviser will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

7. Acknowledgment of Disclosure Statement

_____ Client acknowledges receipt of Part II of Form ADV. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

_____ Client hereby acknowledges having received a copy of Adviser's Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

8. Account Transactions

- (a) The Client recognizes and agrees that in order for Adviser to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph 1 herein;
- (b) Commissions and/or transaction fees are generally charged for effecting securities transactions;
- (c) Adviser, in return for effecting securities brokerage transactions through certain broker-dealers, may receive from those broker-dealers certain investment research products and/or services which assist Adviser in its investment decision making process for the Client, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934 or similar state statutes or rules; and
- (d) The brokerage commissions and/or transaction fees charged to Client for securities brokerage transactions are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 hereof.

9. Risk Acknowledgment.

Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for the Account by Adviser are subject to various market, currency, economic,

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political and business risks, and that those investment decisions will not always be profitable.

10. Directions to the Adviser

All directions by the Client to the Adviser (including notices, instructions, directions relating to changes in the Client's investment objectives) shall be in writing. The Adviser shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

11. Voting of Proxies

Unless otherwise agreed to in writing by the parties, the Client agrees that the Client (and not the Adviser) shall be responsible for voting all proxies solicited by issuers of securities held in the Account.

12. Non-exclusivity.

It is understood that the Adviser performs investment advisory services for various clients. The Client agrees that the Adviser may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with respect to the actions taken in the performance of its duties to the Client hereunder.

13. Trade Errors.

All Account trades are placed electronically or telephonically by the Client or its agent or designee. The Client acknowledges that Adviser cannot and will not be responsible for Account errors and/or losses that occur as a result of Client actions. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. Adviser has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The Client further acknowledges that Adviser cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company. Finally, Adviser cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund asset management programs.

14. Limitation of Liability

In providing services under this Agreement, the Client acknowledges that except for negligence, malfeasance or violation of applicable law, neither Adviser, nor its principals, directors, officers, employees or agents shall be liable for any damages, losses, expenses, or costs (including without limitation any attorneys' fees) (collectively a "Loss") arising out of or in connection with any acts or omissions in performing its duties hereunder. The Client agrees to hold harmless and indemnify the Adviser and its principals, directors, officers, employees or agents against any Loss which the Adviser may incur if and to the extent such Loss is caused by the

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Client's or its agent's or designee's (other than the Adviser) own actions or omissions or by any inaccuracy or breach by the Client of any of its representations or acknowledgements hereunder. Concerning losses not otherwise limited or covered by indemnification by this Section 14, any damages claimed by the Client against the Adviser shall be limited to the Fees (as defined in Section 2 above) paid to the Adviser by the Client under this Agreement. The Client understands that federal and/or state securities laws give rights to the Client that may not be waived by this Agreement. This Section 14 shall survive the termination of this Agreement.

The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Client's Account is a tax-qualified or tax-exempt account. The Client also acknowledges that the Adviser does not offer legal or tax advice and it is the separate responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

15. Termination.

The Advisor or the Client may terminate the management agreement within five days of the date of acceptance without penalty to the Client. After the five-day period, either party, upon 30 days written notice to the other, may terminate the management agreement. The Client may incur a charge for bona fide advisory services actually rendered prior to such termination. The management fee will be pro-rated for the quarter in which the cancellation notice was given and any unpaid fees will be due and payable at termination.

16. Assignment.

This Agreement may not be assigned (within the meaning of the Advisers Act) by either the Client or the Adviser without the prior written consent of the other party. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940 or similar state statutes or rules.

17. Notices

The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be mailed to such party's address as stated on the signature page of this Agreement (or any exhibit thereof), and that the Adviser may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 17.

18. Death or Disability.

The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Adviser.

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19. Severability.

If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

20. Arbitration.

In the event of any dispute pertaining to Adviser's services under this Agreement, either Party may pursue any and all remedies available to them; provided, however, that should the Parties agree to submit the dispute to binding arbitration, the following applies: The dispute will be submitted jointly to the National Arbitration Forum ("NAF") using its then-current Code of Procedure ("Code"). Notwithstanding anything to the contrary contained in the NAF Code, the arbitration shall be conducted by a sole arbitrator familiar with the financial advising industry; the hearing shall be conducted in Harris County, Texas; and the arbitrator may award costs and attorney fees to the substantially prevailing party.

21. Client Conflicts.

If this Agreement is between the Adviser and related Clients (i.e. husband and wife, life partners, etc.), Adviser's services shall be based upon the joint goals communicated to the Adviser. Adviser shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the Adviser. The Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

22. Counterparts

This Agreement may be signed and executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same signatory page of the Agreement.

23. Entire Agreement

This Agreement represents the entire agreement between the parties and expressly supersedes any prior written or oral agreement, specifically including all previous regular discretionary investment advisory agreement(s) between the parties.

24. Applicable Law.

To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the law of Texas without consideration of its conflict of laws principles. To the extent not inconsistent with applicable law, venue concerning all disputes pertaining to this Agreement shall be Harris County, Texas.

25. Authority.

The Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The Client correspondingly

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agrees to immediately notify the Adviser, in writing, in the event that either of these representations should change.

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IN WITNESS WHEREOF, the Client and Adviser have each executed this Agreement on the day, month and year first above written.

AGREED TO AND EXECUTED this ____ day of _____, 2008.

CLIENT:

Signature

Signature (if joint account)

Print Name

Print Name

Title (if signing in representative capacity)

Address to which notices will be sent (only if different from the co-owner's address already provided):

Address to which notices will be sent:

ADVISER:

mABC Investment Advisors, LLC

Acceptance

Michael L Andries, Managing Member

Print Name & Title

Address to which notices will be sent:

mABC Investment Advisors, LLC

P.O. Box 71-1322

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