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**December 17, 2016**

**This brochure provides information about the qualifications and business practices of mABC Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at telephone 713.777.0260 or email [Michael.Andries@mABCLLC.com](mailto:Michael.Andries@mABCLLC.com). 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 mABC Investment Advisors, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Michael L. Andries, managing member and principal advisor for mABC Investment Advisors, LLC is a Registered Investment Advisor. Registration as an investment advisors does not imply any certain level of skill or training.**

## Part 2 Form ADV - Firm Brochure

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### **Item 2      Material Changes**

- December 1, 2013 - Changed primary address to 16 Largo, Hitchcock TX 77563
- May 1, 2013 - Formatted to new standard, updating the previous version dated February 2011
- March 1, 2014 - Revised description of other business and management consulting services
- March 1, 2015 - Non material revisions to fee calculations description and web address.  
Removed description of other business and management consulting services
- April 11, 2016 – Annual Update for 2015
- December 17, 2017 – Revised content to remove reference to Colorado registration and offices and to complete Item 19 Part 2A.

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### **Item 4 Advisory Business**

mABC Investment Advisors, LLC (hereinafter "mABCIA" or the "Firm") offers personalized investment advisory services to individuals, trusts, estates, corporations, and other business entities. mABCIA's services and fee arrangements are described in the following pages.

The Firm is a limited liability company formed under the laws of the State of Texas with offices in Galveston County, Texas. This brochure is intended to provide Clients with information regarding the Firm and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory Client of the Firm.

Please contact Michael L. Andries, Managing Member, if you have any questions about this brochure. Additional information about mABCIA is available on the Internet at the Firm's website [www.mABCLLC.com](http://www.mABCLLC.com) or at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The CRD number for mABCIA is 144262.

#### **Financial Planning Services**

mABCIA engages in broad based, modular, and consultative financial planning services. Advice provided under broad-based financial planning will typically involve providing a variety of services, principally advisory in nature, to Clients regarding the management of their financial resources based upon an analysis of their individual needs. The process typically begins with an initial complimentary consultation. During or after the initial consultation, if the Client decides to engage mABCIA for financial planning services, pertinent information about the Client's personal and financial circumstances and objectives is collected. As required, mABCIA will conduct follow up interviews for the purpose of reviewing and/or collecting financial data. Once such information has been studied and analyzed, a written financial plan designed to achieve the Client's expressed financial goals and objectives will be produced and presented to the Client.

In some circumstances, Clients may only require advice on a single aspect of the management of their financial resources. For these Clients, mABCIA offers financial plans in a modular format and/or general consulting that address only those specific areas of interest or concern.

Financial plans are based on the Client's financial situation at the time the plan is presented and on the financial information disclosed by the Client to mABCIA. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. mABCIA cannot offer any guarantees or promises that the Client's financial goals and objectives will be met. As the Client's financial situation, goals, objectives, or needs change, the Client must notify mABCIA promptly.

#### **Asset Management Services**

mABCIA provides discretionary and non-discretionary asset management services to Clients. Such services may include a risk tolerance assessment, asset allocation recommendations, and monitoring and periodic meetings with the Client upon request. mABCIA may assist Clients in identifying categories of exchange traded funds, mutual funds, corporate or government securities, and money managers which are suitable based on a Client's profile including investment objectives and risk tolerance.

Where mABCIA enters into discretionary agreements and subject to any written guidelines which the Client may provide, mABCIA will be granted discretion and authority to manage the account. Accordingly, mABCIA is authorized to perform various functions, at the Client's expense, without further approval from the Client. Such functions include the determination of securities to be purchased/sold, the amount of securities to be purchased/sold, the broker dealer to be used, and the commission rates to be paid. Once the portfolio is constructed, mABCIA provides periodic rebalancing of the portfolio as changes in market conditions and Client circumstances may require. Where mABCIA enters into non-discretionary arrangements with Clients, mABCIA only recommends to the Client securities to be purchased/sold.

As of December 31, 2015 the Firm held \$12.5 million assets under discretionary management and there were no assets under non-discretionary management.

### Item 5 Fees and Compensation

#### Financial Planning Services Fees

mABCIA charges a fixed fee for broad-based financial planning services which generally ranges between \$1,000 and \$3,000 and is negotiable depending upon the complexity and scope of the plan, the Client's financial situation, and the Client's objectives. Modular and Consultative financial planning will be offered on an hourly basis at a negotiable rate of \$150 per hour. An estimate of the total cost will be determined at the start of the advisory relationship. In some circumstances the cost/time could potentially exceed the initial estimate. In such cases, the Firm will notify the Client and may request that the Client approve the additional fee. A deposit of up to 50%, but no more than \$500, of the total estimated fee will be due in advance. The remainder will be due upon completion of the services rendered if the financial planning services are completed within six months of receipt of the deposit. Should completion extend beyond six months, the Client will be billed at the end of each quarter for services rendered. Under no circumstance will the Firm require prepayment of a fee more than six months in advance and in excess of \$500.

In its discretion, mABCIA may waive or offset a portion of the financial planning fee should the Client choose to implement the plan through mABCIA's asset management services. The Firm reserves the right to determine whether the financial planning and/or consulting fees will be waived or offset by a portion of advisory fees earned in the implementation process. The scope and complexity of the financial planning services that were provided will determine the amount of the waiver or offset of the fee.

mABCIA 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 10 days written notice to the other, may terminate the financial planning agreement. The Client is responsible to pay planning fees, which due and payable at termination, in excess of the deposit received for bona fide planning services actually rendered prior to such termination. Deposits received in excess of fees for bona fide planning services are refundable.

#### Asset Management Services Fees

The annual fee for asset management services 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 Firm's fees for portfolio management services, subject to negotiation, are based on the following scaled fee schedule:

<b>Assets Under Management</b>	<b>Annualized Fee</b>
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%

For example, for an account that has a value of \$650,000 at the end of a quarter, the quarterly fee will be calculated as follows:

$$\begin{aligned} & (\$500,000 \times 1.0\% + \$150,000 \times 0.9\%) \times 0.25 \\ & \text{or } \$6,350 \times 0.25 \\ & \text{or } \$1587.50 \end{aligned}$$

At its discretion, mABCIA may allow accounts of members of the same household to be aggregated for purposes of determining the advisory fee. For example, the Firm may allow such aggregation where the Firm services accounts on behalf of minor children of current Clients, individual and joint accounts for a spouse, and other types of related accounts. This consolidation practice is designed to allow Clients the benefit of an increased asset total, which could potentially cause the accounts to be assessed a reduced advisory fee based on the discounts available in mABCIA's previously stated scaled fee schedule.

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Payment of management fees will be made by the custodian holding the Clients' funds and securities 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 Firm does not have access to Client funds for payment of fees without Client consent in writing.
- The Firm 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 Firm.

mABCIA 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.

### **General Information on Advisory Services and Fees**

mABCIA does not represent, warrant, or imply that the services or methods of analysis employed by the Firm can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to market corrections or declines.

Advice offered by mABCIA may involve investment in mutual funds. Clients are hereby advised that all fees paid to mABCIA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. mABCIA does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the Client funds or securities. The Client should review all fees charged by mutual funds, mABCIA, and others to fully understand the total amount of fees to be paid by the Client.

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

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory Client (15 U.S.C. §80b-5(a)(1) or appropriate state statutes and rules.)

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

mABCIA provides financial planning and investment management services to individuals, families, estates and trusts, and small businesses. mABCIA has no minimum requirement for opening or maintaining an account.

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

mABCIA seeks to find and leverage high performance Mutual Funds and Exchange Traded Funds (ETFs) to create well diversified portfolios with the goal of producing consistent, risk adjusted returns for our clients. mABCIA's approach includes:

- Selecting funds primarily based on Morningstar ratings and analysis, the fund's recent and anticipated performance, alignment with our model portfolios, diversification across broad asset classes, industries/sectors and geographies, and fees.
- At the request of the client, we will invest in a limited number of individual equities when for example the client wishes to hold their employer's company stock or when the client believes there are unique market opportunities they would like to exploit.
- Where a client comes on board with long term bonds or other fixed term products, these securities are generally held in the account until maturity or market conditions indicate a good time to trade. In these cases we will generally discuss the sale with the client before the trade is placed, even for discretionary accounts.

Based on discussions with the client and our own assessment of the client's financial situation, accounts are characterized as Very Conservative, Conservative, Moderate, Moderately Aggressive or Aggressive, each with appropriate risk return profiles. For each of these account classifications, mABCIA maintains model portfolios and asset allocations based on risk adjusted return analysis.

On a quarterly basis each client account is reviewed and rebalanced as necessary. Clients are provided reports outlining recent performance and asset class, geographical and industry / sector diversification. Accounts are monitored regularly to assess performance relative to market situations. If necessary, accounts may be rebalanced or otherwise reallocated among asset classes for what mABCIA believes are in the best interest of the client.

### **Item 9 Disciplinary Information**

mABCIA and Mr. Andries have no material legal or disciplinary events by a criminal or civil court, federal or state regulatory body, or by a self regulatory organization.

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

mABCIA and Mr. Andries have no other financial, securities, real estate, insurance, accounting or legal industry activities or affiliations.

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

#### **Code of Ethics**

mABCIA has adopted a Code of Ethics, the full text of which is available to Clients and prospective Clients upon request. mABCIA has several goals in adopting this Code. First, the Firm desires to comply with all applicable laws and regulations governing its practice, and the management of mABCIA has determined to set forth guidelines for professional standards, under which all associated persons of mABCIA are to conduct themselves. mABCIA has set high standards, the intention of which is to protect Client interests at all times and to demonstrate its commitment to its fiduciary duties of honesty, good faith and fair dealing with Clients. All associated persons are expected to adhere strictly to these guidelines. In addition, mABCIA maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by mABCIA or any person associated with the Firm.

#### **Participation or Interest in Client Transactions and Personal Trading**

mABCIA or associated individuals may buy or sell - for their personal account(s) - investment products identical to those recommended to Clients, which creates a conflict of interest. It is mABCIA's express policy that employees shall not have priority in any purchase or sale over Clients' accounts.<sup>(1)</sup> To mitigate this conflict of interest, the Firm has adopted a code of ethics as described above to protect the Client's interest at all times.

#### Footnotes:

<sup>(1)</sup> The foregoing does not apply to certain types of securities, such as shares in open-end mutual funds.

Open-end mutual funds are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds by Advisory Representatives are not likely to have an impact on the prices of the fund shares in which Clients invest.

### **Item 12 Brokerage Practices**

In selecting a broker dealer, mABCIA will endeavor to select those brokers or dealers that will provide the best services at the lowest commission rates possible. The reasonableness of commissions is based on several factors, including the broker's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, and other services. For some accounts such as employee 401K plans, brokerage selection and custody of the assets is set by the plan.

Discretionary accounts are managed either on the Fidelity's Retail platform, Scottrade's Advisor platform, or the client's 401k(or like plan) provider. Brokerage selection is based on the objectives of the client. Commissions rates and other fees are based on policies set by the custodian selected.

Where mABCIA enters into non-discretionary agreements, mABCIA will recommend firms that provide brokerage and custodial services to its Clients in need of such services. It may be the case that the recommended broker charges a higher fee than another broker charges for a particular type of service, such as commission rates. Clients may utilize the broker/dealer of their choice. They have no obligation to purchase or sell securities through such broker as the Firm recommends.

For non-discretionary accounts mABCIA periodically recommends investments consistent with the client's investment objectives and market conditions and the client is responsible for performing the rebalancing transactions



### **Item 13    Review of Accounts**

For Clients utilizing the Asset Management Services, Mr. Andries will monitor accounts on a monthly basis to ensure the advisory services provided to the Client are consistent with the Client's investment needs and objectives. The Firm recommends a Client meeting and formal account review at least annually. Additional reviews and/or meetings may be conducted upon the Client's request. Triggering factors that may stimulate additional reviews of a Client's account include, but are not limited to, changes in market conditions, changes in the Client's financial situation or investment objectives, and/or the Client's request for an additional review of the account.

Financial Planning Clients will receive a report upon completion of the plan. Asset Management Clients will receive monthly or quarterly statement from the custodian(s) of their account(s) either in electronic or paper delivery format at the Client's option. mABCIA, through its subscription to Morningstar's Advisor Workstation Office Edition, provides Monthly Investment Reports and Quarterly Billing Statements to Clients which are posted to Morningstar's secure web portal or printed and mailed or emailed to the Client at their option. From time to time mABCIA may provide individual clients customized reports or graphs as they may request.

Clients are urged to periodically review and confirm that the reports mABCIA provides match the reports provided by their account custodian(s) and to contact Mr. Andries immediately if there is any discrepancy.

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

mABCIA receives the economic benefit of custodian services, trading platforms, software, research and commentaries provided by custodians and brokerages. mABCIA does not receive commissions or other cash payments by non-clients or other third parties in connection with giving advice to clients.

### **Item 15    Custody**

mABCIA shall never have custody of any Client funds or securities except for authorized fee withdrawals, as the services of a qualified and independent custodian will be used for these asset management services. Clients are urged to compare mABCIA fee bills and other reports with statements provided by their custodian(s) to ensure fee withdrawals and other transactions are correctly reported.

### **Item 16    Investment Discretion**

#### **Investment or Brokerage Discretion**

Where mABCIA enters into discretionary agreements and subject to any written guidelines which the Client may provide, Clients grant mABCIA complete discretion over the selection and amount of securities to be bought or sold. However, mABCIA's investment authority may be subject to specified investment objectives, guidelines and/or conditions imposed and provided in writing by the Client. For example, a Client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or completely prohibit transactions in the securities of a specific industry.

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

#### **Proxy Voting**

The Firm will not vote proxies on behalf of advisory Clients' accounts. Although, on rare occasions and only at the Client's request, the Firm may offer Clients advice regarding corporate actions and the exercise of proxy voting rights.

#### **Class Action Lawsuits**

From time to time, securities held in the accounts of Clients will be the subject of class action lawsuits. The Firm has no obligation to determine if securities held by the Client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a Client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, the Firm has no obligation or responsibility to initiate litigation to recover damages on behalf of Clients who may have been injured as a result of actions, misconduct or negligence by corporate management of issuers whose securities are held by Clients.

### **Item 18 Financial Information**

mABCIA maintains discretionary authority for trading in certain client's accounts and has no financial conditions that are likely to impair mABCIA's ability to meet contractual commitments to clients.

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

#### **Education and Business Background**

##### **Michael Louis Andries**

*Year of Birth:* 1953

*Formal Education:*

- Louisiana State University, B.S., Computer Science, 1976.
- Rice University, M.B.A., 2002.
- Rice University Continuing Education, CFP®<sup>1</sup> Certificant, October 2007.

*Business Background for Previous 5 Years:*

- mABC Investment Advisors, LLC, Managing Member, 06/2007 to Present.
- Michael Andries Business Consultants, LLC, President/Managing Member, 01/2003 to 12/2013.

#### **Disciplinary Information**

Michael Andries has no legal or disciplinary material events

#### **Other Business Activities**

Michael Andries, Managing Member of mABCIA, previously provided business and management consulting services. Mr. Andries no longer provides these services.

#### **Additional Compensation**

No one who is not a client of mABC Investment Advisors, LLC provides any economic benefit to Michael Andries for advisory services.

#### **Supervised Persons**

mABC Investment Advisors, LLC nor Michael Andries have any supervised persons in the practice. All client contact and investment decisions are handled exclusively by Michael Andries.

#### **Requirements for State Registered Advisers**

Michael Andries has not been found liable in an arbitration claim, a civil, self-regulatory, or administrative proceeding or been subject of a bankruptcy petition.

<sup>1</sup> CFP® stands for Certified Financial Planner.

See <http://www.letsmakeaplan.org/other-resources/why-cfp-certification-matters>