

INVESTMENT ADVISORY AGREEMENT

Asset Based Fee Account

This Agreement is made by and between CCM Investment Advisers, LLC, a South Carolina Limited Liability Corporation (“CCM”) and _____ (“Client”). This Agreement supersedes all prior agreements between CCM and Client.

CLIENT AND CCM AGREE AS FOLLOWS:

1. SERVICES: Client appoints CCM and CCM accepts the appointment to manage the assets in client’s account, which is identified below (“Account”). In this regard:

A. CCM shall assume all investment duties with respect to the assets held in the Account and shall invest and reinvest the same at such time and in such manner as CCM deems to be in Client’s best interest and for Client’s account and risk. As agent and attorney-in-fact for the Account, CCM may exercise full discretion and deal with the assets of the Account to the full and same extent permitted to Client as owners of the Account assets. Client also authorizes CCM, in its sole discretion and as it sees fit, to direct the Custodian and such broker-dealers as it may select or be directed to use from time to time, to purchase, sell, invest, reinvest retain, exchange, deposit, or otherwise trade any or all of the assets of the Client’s Account. CCM may also take any action or non-action that it deems appropriate as investment adviser without any other consent or authority from Client. The Account shall include all income and proceeds from and additions to such assets.

B. Client will place the Account assets with the Custodian identified on attached Appendix A. While CCM shall issue appropriate instructions to the Custodian in connection with the settlement of portfolio transactions, CCM shall not have physical possession or otherwise act as custodian of the assets in the Account.

C. CCM will _____ will not _____ be responsible for voting proxies relating to securities held in the Account. If Client is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and Client has not appointed CCM to vote proxies, Client represents that such authority has been expressly delegated to another plan fiduciary. In no event will CCM have responsibility to notify Client or take action on Client’s behalf as to legal matters, including securities class actions, with respect to securities or other investments held in the Account.

2. INVESTMENT POLICIES AND RESTRICTIONS: Client agrees to advise CCM in writing of any investment policies or restrictions that Client establishes for the Account. CCM’s investment

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decisions, though otherwise made in CCM's sole discretion, shall be made in accordance with any such policies and restrictions, which may be amended from time to time. Client agrees to notify CCM promptly, in writing, if Client deems any investment decisions CCM makes for the Account to be inconsistent with such policies and restrictions. Initial policies and restrictions for the Account are identified on the attached CCM Client Investment Parameters statement.

3. **BROKERAGE SERVICES AND TRANSACTIONS:** Client has made arrangements with the broker-dealer identified on Appendix A to receive trade execution and other services for an asset-based fee. Client generally instructs CCM to direct trades for the Account to the designated broker-dealer, but understands that CCM may use another broker-dealer if CCM determines that it is in Client's best interest to do so. Where CCM sends trades to a broker-dealer other than the one designated on Appendix A (a practice known as "trading away"), Client will pay additional transaction costs charged by the broker-dealer who executes the trade. Upon Client's request, CCM will periodically report to Client about any trading away that occurs in the Account.

4. **SERVICES TO OTHER CLIENTS:** Client understand and agrees that CCM may act as investment adviser for other Clients, and that in doing so, CCM may give advice and take action with respect to any of CCM's other clients which may differ from advice given or the timing or nature of action taken with respect to the Account.

5. **FEES:** CCM's annual compensation for its services as investment adviser shall be _____% of asset value. CCM will bill Client for such fees quarterly, at the end of each calendar quarter (unless the parties otherwise agree). Client agrees that payment may be made from Client's Account by the Custodian or the Client may pay CCM directly. See Appendix B for Tiered Billing Schedule.

In the event this Agreement is cancelled, the fee payable by Client shall be prorated through the effective date of such termination.

6. **TERMINATION, ASSIGNMENT AND AMENDMENT:** This Agreement is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Neither party may assign this Agreement without the other party's written consent. No provision of this Agreement may be waived, altered or amended except by written agreement between the parties.

7. **REGULATORY DISCLOSURES AND NOTICES:** Client acknowledges receipt of CCM's Form ADV, Part 2 disclosure brochure and CCM's Privacy Notice. From time to time, applicable laws and rules may require CCM to disclose information to or otherwise communicate with Client. Client hereby agrees that CCM may deliver any such information or other communication electronically. In this regard, Client acknowledges that CCM's Form ADV disclosure brochure is available on CCM's website [www.ccminc.com] and is also available through the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. CCM may send other required communications by

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e-mail, to Client's last-known e-mail address. Client may revoke this general consent to electronic delivery at any time, or may request a hard copy of any particular document covered by this consent.

8. REPRESENTATIONS:

A. CCM represents that it is registered with the U.S. Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940. If the Account is subject to ERISA, CCM further acknowledges that it is a fiduciary as that term is defined under ERISA, and that it will disclose to an independent plan fiduciary, all information related to this Agreement and any compensation or fees received thereunder that the plan fiduciary or plan administrator reasonably requests in order to comply with the reporting and disclosure requirements of that law.

B. Client represents that it owns all of the cash and securities in the Account, and that there are no restrictions on the transfer, sale or other distribution of such securities. Client further represents that this Agreement has been duly accepted and authorized and will be binding upon Client in accordance with its terms

Account Name/ID: _____

Signature: _____ Date: _____

CCM INVESTMENT ADVISERS, LLC, By: _____

Title: _____

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APPENDIX A

CUSTODY AND BROKERAGE

1. Custodian. The Account shall be held in safekeeping for Client by the following qualified custodian:

2. Broker-Dealer. Client hereby instructs CCM to effect trades for the Account through the Custodian or its affiliate(s). Client has made arrangements with the designated firm to execute trades for the Account for an asset-based fee. **Client understands that the cost of the asset-based fee arrangement may be more or less than the cost of a commission-based fee brokerage account.** Client has been advised to consider a number of factors related to asset-based brokerage fees, including the size of the portfolio and nature of the securities held; Client's investment objectives and financial resources; past and anticipated trading practices, including trading volume; Client's knowledge of securities markets and financial capabilities; the projected cost of the arrangement and how that compares to the cost of paying for executions on a per-trade basis; the services provided; and Client preferences, including the desire for certainty or predictability of fees.

In issuing this instruction, Client understands that CCM's ability to seek best execution may be compromised, because CCM generally will not trade with other broker-dealers for the Account. Furthermore, the Account may not be eligible to participate in favorable block trades CCM could effect if CCM were authorized to select broker-dealers. Notwithstanding this instruction, Client understands that CCM may direct trades to a broker-dealer other than the one specified above if CCM determines that it is in Client's best interest to do so. When this occurs, the Account typically will incur additional execution costs not covered by the bundled fee.

The broker-dealer selected above may have referred the Account or other investment management accounts to CCM. Although CCM does not have formal referral agreements with broker-dealers, it does from time to time receive referrals from client-directed broker-dealers. Such referrals create a potential conflict between clients' interests in obtaining best execution on their trades and CCM's interest in receiving future referral. Upon request, CCM will tell you if your account has been referred to us by the broker-dealer you have selected.

Signature: _____

Date: _____

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APPENDIX B

TIERED BILLING SCHEDULE

Equity/Balanced Accounts

Market Value of Managed Assets	Annual Fee
Up to \$ 5,000,000	0.75%
Next \$ 5,000,000	0.60%
Over \$ 10,000,000	0.50%
Over \$ 30,000,000	0.25%

Calculation Example

Using tiered pricing to calculate the annual management fee for a \$35,000,000 Balanced or Equity Account would be as follows:

$$((\$5,000,000*0.75\%)+(\$5,000,000*0.60\%)+(\$20,000,000*0.50\%)+(\$5,000,000*0.25\%))=\$180,000$$

The fee for a \$35,000,000 Equity or Balanced Account would be: \$180,000.

Fixed Income Accounts

Market Value of Managed Assets	Annual Fee
Up to \$ 5,000,000	0.50%
Next \$ 5,000,000	0.45%
Over \$ 10,000,000	0.40%
Over \$ 30,000,000	0.20%

Calculation Example

Using tiered pricing to calculate the annual management fee for a \$35,000,000 Fixed Income Account would be as follows:

$$((\$5,000,000*0.50\%)+(\$5,000,000*0.45\%)+(\$20,000,000*0.40\%)+(\$5,000,000*0.20\%))=\$137,500$$

The fee for a \$35,000,000 Fixed Income Account would be: \$137,500.

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