



Fund Name: _____
(for office use only)

Scholarship Fund Agreement

Please complete this Gift Fund Agreement form (the "Agreement") to establish a Scholarship Fund ("Gift Fund" or "Scholarship Fund") with an irrevocable gift to Foundation For The Carolinas (the "Foundation" or "FFTC").

Scholarship Funds provide grants for educational purposes for primary, secondary, undergraduate, and graduate schools. Donors may choose between a Select Scholarship Fund that can provide scholarship funds for students graduating from or attending a particular institution or a Comprehensive Scholarship Fund that can provide scholarship funds for any qualified students with the Foundation managing the entire scholarship process from screening to selection of candidates.

Further information about Scholarship Funds, this Agreement and general charitable giving is contained in the publication *The Charitable Giving Guide* available from the Foundation and also available online at the Foundation's website: www.ffc.org.

Name

Please choose a name for the Scholarship Fund.

Grants made to educational institutions from the Scholarship Fund are accompanied by a letter from the Foundation which typically includes the name of the Scholarship Fund (e.g., Smith Family Scholarship Fund) and the name of the scholarship recipient. If the Donor prefers, the Donor may select a name for the Scholarship Fund that does not refer to the name of the Donor or the Donor's family.

Name: _____

- Check here if the Opening Donor's association with the Scholarship Fund should remain anonymous.
- Check here if the Opening Donor does not wish to authorize the Foundation to use the name of the Scholarship Fund in the Foundation's communication materials. Allowing the Foundation to do so will not only recognize the Scholarship Fund's existence but will also encourage others to follow the example of the Donors to the Scholarship Fund.

Purpose

Please describe the general purpose of the Scholarship Fund.

You will have an opportunity later in the Agreement to specify recommendations as to how the scholarships granted from the Scholarship Fund will be determined.

Opening Donor

Please provide contact information for the Opening Donor.

FULL NAME (first, middle, last)

PREFERRED NAME/SALUTATION
(e.g., Mr. James L. Smith or Jim Smith)

HOME ADDRESS

CITY STATE ZIP

HOME ADDRESS (cont'd)

DATE OF BIRTH (optional)

BUSINESS OR ORGANIZATION NAME

TITLE

BUSINESS ADDRESS

CITY STATE ZIP

HOME PHONE BUSINESS PHONE

E-MAIL (preferred)

Preferred Telephone:Preferred Mail: Home Business Home Business

If the Opening Donor is an organization, is the organization a qualified public charity as described in Section 501(c)(3) and 509(a) of the Internal Revenue Code?

 Yes No**Please note that as part of the fund opening process the Foundation may conduct additional due diligence to confirm the organization's status as a qualified public charity.****Opening Contribution**

Please indicate the amount and nature of the opening contribution to the Scholarship Fund (check all that apply).

The minimum opening contribution for Select Scholarship Funds is \$25,000 for individuals and \$100,000 for corporations or other business entities. For Comprehensive Scholarship Funds, the minimum opening contribution is \$500,000.

If making a contribution of multiple securities or assets, please attach additional pages as needed. Additional gifts can be made at any time. *Please refer to The Charitable Giving Guide for further information.*

- Check, ACH or Wire for \$ _____ Other: _____
- Marketable securities: _____ shares of _____ Closely held stock, partnership or LLC interest, etc. – FFTC can accept gifts of closely held business interests via Community Investments Foundation, a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of closely held business interests and to request the appropriate documents.
- Mutual funds: _____ shares of _____
- IRA/retirement plan/life insurance (attach a copy of beneficiary designation form)
- Bequest or other deferred gift – If the opening contribution will be made via a bequest or other deferred gift, check the box and complete the Planned Giving section immediately below. Real estate – FFTC can accept gifts of real property via Community Real Property Holdings, Inc., a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of real property and to request the appropriate documents.

Estimated value of total initial contribution(s): _____

Planned Giving

If known or reasonably expected, please indicate the amount, nature and timing of future contributions to the Scholarship Fund, if any.

There is no requirement that additional gifts be made to the Scholarship Fund, but estimates of future contributions, if any, whether through lifetime gifts, bequests or beneficiary designations, will help the Foundation determine how best to administer the assets of, and grants from, the Scholarship Fund.

A. Amount and Nature of Future Contributions.

- Unknown / None expected
- Check, ACH, or Wire for \$ _____
- Marketable securities: _____ shares of _____
- Mutual funds: _____ shares of _____
- IRA/retirement plan/life insurance (attach a copy of beneficiary designation form)
- Other deferred gift or bequest: _____
- Closely held stock, partnership or LLC interest, etc. – FFTC can accept gifts of closely held business interests via Community Investments Foundation, a Subsidiary Foundation of FFTC. Please contact Foundation staff to discuss a gift of closely held business interests and to request the appropriate additional documents.
- Real estate - FFTC can accept gifts of real property or closely held business interests via Community Real Property Holdings, Inc., a Subsidiary Foundation of FFTC. Please contact Foundation staff to discuss a future gift of real property and to request the appropriate additional documents.

Estimated value of total expected future contribution(s): _____

B. Timing of Future Contributions.

- Unknown
- None expected
- Additional contributions by Donors other than the Opening Donor are expected to be funded concurrently with the initial contribution. Please describe on additional pages.
- Additional contributions are expected later by the Opening Donor or by other Donors (other than through fundraising) on the following estimated timetable (if known): _____

Fund Advisors

Please designate Advisors to the Scholarship Fund.

A. Advisor(s).

Each Advisor to the Scholarship Fund has the privilege of offering recommendations appropriate for the Scholarship Fund. All correspondence from the Foundation—including information about investments—will be sent to Advisor 1, identified in this section of the Agreement. Additional space is provided in this section to name one additional Advisor. If there are more than two Advisors who will be offering recommendations appropriate for the Scholarship Fund, please furnish contact information in an attachment to this Agreement. In general, if multiple Advisors are appointed, each Advisor shall have the right to act unilaterally with respect to the Scholarship Fund.

Advisors 1 and 2 may access information about the Scholarship Fund, including monthly statements, and recommend grant distributions through the Foundation's secure online service. Advisors will receive instructions regarding how to create a user account and register for online access to the Scholarship Fund.

Advisor 1:

- Same as Opening Donor(s)
- Other (provide information below):

FULL NAME (first, middle, last)

PREFERRED SALUTATION
(e.g., Mr. James L. Smith or Jim Smith)

HOME ADDRESS

CITY STATE ZIP

RELATIONSHIP TO DONOR

DATE OF BIRTH (optional)

BUSINESS OR ORGANIZATION NAME

TITLE

BUSINESS ADDRESS

CITY STATE ZIP

HOME PHONE BUSINESS PHONE

CELL PHONE E-MAIL (preferred)

Preferred Phone: Home Business Cell

Preferred Mail: Home Business

Advisor 2 (if applicable):

FULL NAME (first, middle, last)

PREFERRED SALUTATION
(e.g., Mr. James L. Smith or Jim Smith)

HOME ADDRESS

CITY STATE ZIP

RELATIONSHIP TO DONOR

DATE OF BIRTH (optional)

BUSINESS OR ORGANIZATION NAME

TITLE

BUSINESS ADDRESS

CITY STATE ZIP

HOME PHONE BUSINESS PHONE

CELL PHONE E-MAIL (preferred)

Preferred Phone: Home Business Cell

Preferred Mail: Home Business

B. Online Access to the Scholarship Fund

Other interested parties can be authorized to access information on the Scholarship Fund through the Foundation's online service. These privileges include the ability to view fund information, such as monthly statements and the Scholarship Fund's gift and grant history. Online access does not entitle the privilege holder to offer distribution recommendations – only viewing privileges for the online fund information.

To authorize the online access, please list contact information of the person to be authorized below. If more than one person is to be authorized, please furnish contact information in an attachment to this Agreement. Please limit these representatives to no more than two.

_____ NAME	_____ TITLE
_____ ADDRESS	_____ CITY STATE ZIP
_____ HOME PHONE BUSINESS PHONE	_____ CELL PHONE EMAIL

Professional Advisor(s)

Please provide contact information for any legal, financial, tax or estate planning professional advisors that have been involved with the planning and establishment of the Scholarship Fund.

Professional Advisor 1 (if applicable):

_____ NAME OF PROFESSIONAL	_____ FIRM NAME
_____ MAILING ADDRESS	_____ DAYTIME PHONE
_____ CITY STATE ZIP	_____ E-MAIL

Attorney Accountant Financial/Investment Advisor Insurance Advisor

Did this professional advisor refer you to Foundation For The Carolinas?

Yes No

Should this professional advisor receive "view only" online access to the Scholarship Fund?

Yes No

Professional Advisor 2 (if applicable):

_____ NAME OF PROFESSIONAL			_____ FIRM NAME		
_____ MAILING ADDRESS			_____ DAYTIME PHONE		
_____ CITY	_____ STATE	_____ ZIP	_____ E-MAIL		

Attorney Accountant Financial/Investment Advisor Insurance Advisor

Did this professional advisor refer you to Foundation For The Carolinas?

Yes No

Should this professional advisor receive "view only" online access to the Scholarship Fund?

Yes No

If there are other professional advisors whose contact information the Foundation should have in relation to the Scholarship Fund, please furnish contact information in an attachment to this Agreement.

Type of Scholarship Fund	Please complete this section to select the type of Scholarship Fund.
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All Scholarship Funds will be Endowed. Please confirm your understanding that the Scholarship Fund will be a permanent fund with the Foundation.

Endowed _____ (please initial)

An Endowed Scholarship Fund is a permanent, legacy Fund. Its assets are irrevocably held by the Foundation and are managed to accomplish the designated charitable purposes. Endowed Scholarship Funds are designed to preserve the gift in perpetuity, so only the annual spendable income is available for distribution. This type of fund is for those interested in creating a permanent legacy by providing continuing support for the charitable purposes of the Scholarship Fund.

Please choose one of the following:

Select Scholarship Fund _____ (please initial)

(\$25,000 minimum for individuals; \$100,000 minimum for corporations or other business entities)

Provide scholarship funds for students attending or planning to attend a particular institution or students affiliated with a particular organization. The beneficiary institution or organization selecting the recipients must agree to conduct the selection process, comply with applicable rules and regulations, and notify Foundation For The Carolinas when prompted by signing the Agreement.

Comprehensive Scholarship Fund (\$500,000 minimum) _____ (please initial)

The Foundation manages the entire scholarship process from screening to selection of candidates (please discuss the details with the Foundation's Scholarships Team).

Spendable Amount

Please read this section and furnish the responses requested below.

A. Determination of annual spendable amount.

Under applicable law, with respect to Endowed Funds, the Foundation’s Board of Directors establishes the annual spendable amount which is available for distribution from the Scholarship Fund each year (the “Spendable Amount”). Currently, the Spendable Amount is 4.75% of the average daily value of the Scholarship Fund for the prior three calendar years.

B. If value of fund falls below historic dollar value.

Historic dollar value (“HDV”) means the value of the Scholarship Fund at the time of the original contribution(s) to the Scholarship Fund plus the dollar value of any subsequent contributions to the Scholarship Fund (not including any investment earnings or losses). If the value of a Scholarship Fund falls below HDV, the determination of the Spendable Amount varies depending on the remaining value of the Scholarship Fund. If the value of the Scholarship Fund equals or exceeds 66% of HDV, the Spendable Amount currently is 4.75% of the average daily value of the Scholarship Fund for the prior three calendar years (i.e. the same method previously described). If the value of the Scholarship Fund falls below 66% of HDV but equals or exceeds 50% of HDV, the Spendable Amount is limited to interest and dividends, provided, however that the Advisor to the Scholarship Fund may appeal to the Foundation’s Board of Directors to request an annual spendable amount not to exceed 4.75% of the average daily value of the Scholarship Fund for the prior three calendar years. If the value of the Scholarship Fund falls below 50% of HDV, the Spendable Amount is limited to interest and dividends and the Advisor to the Scholarship Fund may not appeal to the Foundation’s Board of Directors.

Under applicable law and the Foundation’s spendable policy as outlined above, the Spendable Amount will be available for distribution (subject to the policies referenced above) even if the value of the Scholarship Fund falls below HDV. However, spending from a Scholarship Fund which has a value below HDV (e.g., in the case of a new Scholarship Fund or a down market cycle) may result in a longer time period to rebuild the value of the Scholarship Fund. The Foundation allows Donors the choice to preserve principal rather than follow the Foundation’s spendable policy.

Please initial next to your preference.

_____ Follow the Spendable Policy. The Donor requests that the Foundation make available the Spendable Amount (in accordance with the Foundation’s spendable policy) even if the value of the Scholarship Fund Falls below HDV.

_____ Preserve Principal. The Donor requests that the Foundation not allow distributions of any Spendable Amount if the value of the Scholarship Fund Falls below HDV.

C. Alternative Distribution Plan.

If the Donor wishes to specify a plan for making distributions from the Scholarship Fund other than the Spendable Amount as described above, please discuss the plan with Foundation staff and attach an outline of it as an addendum to this Agreement.

Investments

The Foundation is pleased to offer a variety of investment pools for Scholarship Funds. All investment pools are reviewed by the Foundation’s Investment Committee.

Please complete Addendum I – Gift Fund Investment Recommendation Form – to select an investment pool.

FFTC offers investment options that span the risk-return spectrum from conservative allocations to more growth oriented investment pools. For investment pool descriptions and information on performance, visit www.ffc.org/pools.

If you do not select an investment pool, the Foundation will place the Scholarship Fund into the Endowed Diversified Long-Term Growth Pool.

Scholarship Information

Please provide detailed information to guide the Scholarship Committee in its grants from the Scholarship Fund.

The Internal Revenue Code (the "Code") requires that all grants from the Scholarship Fund are awarded on an objective and nondiscriminatory basis and that the Scholarship Fund's procedures for awarding such grants be consistent with traditional scholarship requirements and principles as described in the Code. *Please refer to The Charitable Giving Guide for more information.*

_____ (please initial) I have received and reviewed a copy of *The Charitable Giving Guide* outlining the Scholarship Policies and Procedures

With these Code requirements in mind, please provide general guidelines as to how the scholarships to be granted by the Scholarship Fund should be awarded.

A. Scholarship Eligibility and Selection Criteria

Please check any and all that apply:

Institution(s) of Attendance

Applicants must attend or plan to attend: _____

Geographic Residency

Applicants must be legal residents of: _____

Financial Need Must be Demonstrated by Applicants

Major: _____

Academic Merit:

Minimum grade point average (GPA): _____

Minimum standardized test score (SAT or ACT): _____

Class rank percentile: _____

Other: _____

Class of Eligible Students:

High school senior

College freshman (0-29 credit hours)

Graduate Student

College sophomore (30-59 credit hours)

Other: _____

College junior (60-89 credit hours)

College senior (90+ credit hours)

Enrollment:

Full-Time
(12+ hours per semester)

3/4 – Time
(9+ hours per semester)

1/2 – Time
(6+ hours per semester)

Not Applicable

Special Eligibility Criteria (e.g., children of employees of XYZ company, members of XYZ organization, participant in community service):

Scholarship Committee

Please recommend members of the Scholarship Fund's Scholarship Committee.

The Code requires that the Foundation appoint all of the members of a Scholarship Committee whose responsibility is to select or advise individuals who receive grants for study from the Scholarship Fund. This Committee may include Donors, persons related to Donors and persons recommended by Donors, provided that (i) all such persons are ultimately appointed to such a Committee by the Foundation, (ii) any such person's advisory privileges are performed exclusively in such person's capacity as a member of the Committee, and (iii) all such persons do not collectively, directly or indirectly, control such Committee.

Please indicate a preference for Scholarship Committee member recommendations:

- No recommendations – the Foundation should use its exclusive discretion in appointing the Committee members.
- Committee members are recommended below:

Please provide the name or names of those individuals (which may include the Opening Donor or persons related to the Opening Donor) that the Opening Donor would recommend for service on the Scholarship Fund's Scholarship Committee. Space is provided in this section to name two Committee members. If there are more Committee members that the Opening Donor would like to recommend, please furnish contact information in an attachment to this Agreement. *Please refer to The Charitable Giving Guide for more information.*

Committee Member 1:

- Same as Opening Donor.
- Other (provide information below):

 FULL NAME (first, middle, last)

 PREFERRED SALUTATION
 (e.g., Mr. James L. Smith or Jim Smith)

 HOME ADDRESS

 CITY STATE ZIP

 RELATIONSHIP TO DONOR

 DATE OF BIRTH (optional)

 BUSINESS OR ORGANIZATION NAME

 TITLE

 BUSINESS ADDRESS

 CITY STATE ZIP

 HOME PHONE BUSINESS PHONE

 CELL PHONE E-MAIL (preferred)
Preferred Telephone:

- Home Business Cell

Preferred Mail:

- Home Business

Committee Member 2 (if applicable):

_____		_____		
FULL NAME (first, middle, last)		PREFERRED SALUTATION (e.g., Mr. James L. Smith or Jim Smith)		
_____		_____		
HOME ADDRESS		CITY	STATE	ZIP
_____		_____		
HOME ADDRESS (cont'd)		DATE OF BIRTH (optional)		
_____		_____		
BUSINESS OR ORGANIZATION NAME		TITLE		
_____		_____		
BUSINESS ADDRESS		CITY	STATE	ZIP
_____		_____		
HOME PHONE	BUSINESS PHONE	CELL PHONE	E-MAIL (preferred)	
_____		_____		
<u>Preferred Telephone:</u>		<u>Preferred Mail:</u>		
<input type="checkbox"/> Home	<input type="checkbox"/> Business	<input type="checkbox"/> Cell	<input type="checkbox"/> Home	<input type="checkbox"/> Business

Affiliation	Please indicate the primary Foundation affiliate with which the Scholarship Fund should be associated, if any.
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None/unaffiliated (generally associated with the Foundation)

Supporting Organizations

Foundation For the Charlotte Jewish Community (FCJC) The Greater Charlotte Cultural Trust (GCCT)

If Donor is directly affiliated with either FCJC or GCCT, the Scholarship Fund may (at the Donor's request) be considered a Scholarship Fund of such organization. If this is desired, please discuss with the Client Services Team to ensure a complete understanding of any differences in distribution, investment or other administrative policies.

Geographic Affiliation – North Carolina

- | | |
|--|---|
| <input type="checkbox"/> Cabarrus County Community Foundation | <input type="checkbox"/> Charlotte Mecklenburg Community Foundation |
| <input type="checkbox"/> Cleveland County Community Foundation | <input type="checkbox"/> Iredell County Community Foundation |
| <input type="checkbox"/> Lexington Area Community Foundation | <input type="checkbox"/> Lincoln County Community Foundation |
| <input type="checkbox"/> The Cole Foundation (Richmond County) | <input type="checkbox"/> Salisbury-Rowan Community Foundation |
| <input type="checkbox"/> Stanly County Community Foundation | <input type="checkbox"/> Union County Community Foundation |

Geographic Affiliation – South Carolina

- | | |
|---|--|
| <input type="checkbox"/> Cherokee County Community Foundation | <input type="checkbox"/> Lancaster County Community Foundation |
| <input type="checkbox"/> York County Community Foundation | |
| <input type="checkbox"/> Other _____ | |

Succession Plan Complete this section to address the long-term future of the assets in the Scholarship Fund.

Donors may request that, upon such time as the charitable purpose of the Scholarship Fund has been fully satisfied and completed (if applicable), or upon the death or incapacity of the Scholarship Fund’s last surviving Advisor (including any designated Successor Advisors), any assets remaining in the Scholarship Fund shall be administered in any or all of the ways set out below. The total of the percentages selected should equal 100%. Please refer to *The Charitable Giving Guide* for assistance in making your choices.

- Transfer ____% of the Scholarship Fund’s assets to create a new Scholarship Fund to provide scholarships for students attending or planning to attend the following institution(s): _____ . Except as expressly indicated, the Scholarship Fund shall be administered in the same manner described in this Agreement.
- Transfer ____% of the Scholarship Fund’s assets to an existing or new Scholarship Fund determined by Foundation For The Carolinas’ Board of Directors.
- Transfer ____% of the Scholarship Fund’s assets to the following educational institution(s) to administer scholarships in the manner described in this Agreement: _____

Addenda Please indicate additional addenda attached to this Agreement, if any.

Are any addenda (other than Addendum I – Gift Fund Investment Recommendation Form) attached to this Agreement?

- Yes No

If so, please list here:

Notes Use this section to provide any information not addressed elsewhere in this Agreement or to complete any sections of the Agreement where space was otherwise too limited.

Additional Provisions

Your signature on the following page acknowledges that you have read, understand and agree to the provisions below.

Protection of Tax-Exempt Status. The undersigned agree to comply with any written direction by the Foundation to cease recommending grants or distributions or conducting activities that may jeopardize the Foundation's tax status or otherwise subject the Foundation or the Gift Fund to excise taxes that are applicable to donor-advised funds as defined in the Internal Revenue Code (the "Code").

Charitable Giving Guide The undersigned have received and reviewed *The Charitable Giving Guide* and agree to the terms thereof.

Accuracy of Information The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes.

Use of Funds The Foundation will make distributions from the Gift Fund to carry out the charitable purposes of the Gift Fund in accordance with the Code. Written requests for charitable grants or distributions from the Gift Fund should be made at least ten days prior to the date when payment is to be made. The Foundation's ability to make reimbursements to any individual for expenditures or to make a grant or distribution for any non-charitable purpose or to any non-charitable entity is generally disallowed by the Code. Advisors wishing to recommend any such reimbursement, grant or distribution should discuss it with the Foundation's Finance & Donor Relations Team before engaging in any activity that might otherwise lead the Advisor to an expectation that any such payment would be appropriate. *Please refer to The Charitable Giving Guide for more information.*

Endowed Gift Funds The undersigned understand and acknowledge that any Endowed Gift Fund created under this Agreement (with the Foundation or any of its affiliates or supporting organizations) is a permanent Gift Fund and that only the annual Spendable Amount will be available for distribution (as further addressed in the section hereof entitled "Spendable Amount").

Irrevocable Gifts The undersigned understand that any contribution to a Gift Fund, once accepted by the Board of Directors of the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

Succession Plans In the event that the undersigned shall not have designated a Succession Plan (see the section entitled Succession Plan in this agreement), then the succession plan policy and procedure contained in *The Charitable Giving Guide* which is incorporated by reference shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

Service Charges The Foundation shall be entitled to receive as compensation for its services in investing, administering and distributing the assets held in the Gift Fund created hereunder the service charges set out in the Foundation's regular schedule of compensation applicable at the time of the performance of such services; provided, however, that if the Foundation's Custom service level applies to the Gift Fund, then the Foundation shall be entitled to receive as compensation the service charges as provided in the separate Custom Service Level Addendum attached hereto.

Notice All communications required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered (i) three (3) business days after deposit of same in the United States mail, designated as registered or certified mail, return receipt requested, bearing adequate postage, or (ii) on the date of delivery to such party if delivered by hand or by overnight or other similar courier and addressed to the party to be notified at the address for such party as provided in this Agreement, or to such other address as each party may designate for itself by like notice.

Ownership Tools, equipment and software used by the Foundation to provide service to the Gift Fund shall remain the property of the Foundation and/or its licensors, and no right, title, license or interest in any of them is conveyed to the Gift Fund by this Agreement.

Acknowledgment of Charitable Donations on Behalf of the Gift Fund The Foundation agrees that it will acknowledge to donors all contributions to the Gift Fund in accordance with the guidelines established by the Internal Revenue Service.

Investments The undersigned acknowledge and agree that they have been advised by the Foundation that current IRS regulations or rulings permit Gift Fund Advisor(s) to designate investment preferences but require the Foundation to retain final discretion regarding such investments. The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Gift Fund are subject to market and interest rate fluctuations. The total investment return of each investment manager is net of investment expenses.

Confidentiality The Foundation agrees not to use any confidential information provided in connection with this Agreement for purposes other than those for which it was provided, without receiving prior consent.

Indemnity In consideration of the Foundation's creating a Gift Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Gift Fund.

Severability The provisions of this Agreement are severable, and the invalidity or unenforceability of any one or more of such provisions shall not affect the validity or enforceability of the remainder of this Agreement which shall remain in full force and effect.

Variance Power It is understood that the Gift Fund to be established pursuant to this agreement will be subject to the provisions of the Charter and Bylaws of the Foundation, as may be amended from time to time, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds if in its sole judgment (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Foundation.

Amendment of Agreement Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement and any addendums attached hereto shall constitute the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement, including any exhibits or attachments hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Governing Law This Agreement is made subject to and shall be construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Signatures

By signing below, Opening Donor and Advisor 1, if applicable, hereby acknowledge that they have read, understand and hereby agree to the provisions of this Agreement and that the information provided herein is accurate to the best of their knowledge.

Opening Donor

Foundation For The Carolinas

SIGNATURE

SIGNATURE

NAME (please print)

NAME (please print)

TITLE (for institutional donors)

TITLE

DATE

DATE

Advisor 1 (if different from Opening Donor)

Beneficiary Institution or Organization

SIGNATURE

ADDRESS

NAME (please print)

CITY STATE ZIP

TITLE (for institutional donors)

EMAIL

DATE

BUSINESS PHONE

Addendum I – Gift Fund Investment Recommendation Form

(See following page)

INVESTMENT RECOMMENDATION FORM GIFT FUNDS



Foundation For The Carolinas offers fundholders diverse investment options to grow fund assets for maximum philanthropic impact. Please select one of the following investment pools based on the anticipated needs for your gift fund (*please note: requested changes to your fund's investment pool will generally take effect on the first day of the following month after your completed form is received*). For additional information on FFTC's investment pools, visit www.ffc.org/pools.

Investment Pools

Fund Type

Pool choices for gift funds between \$10,000 - \$50,000

Non-Endowed Endowed

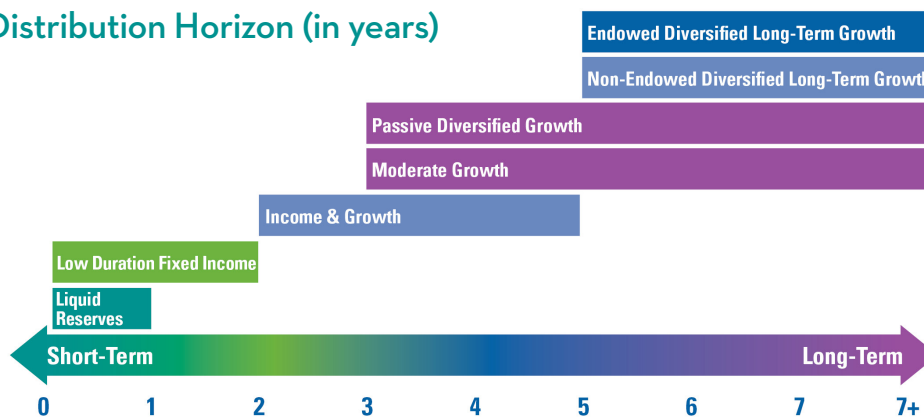
<input type="checkbox"/>	Liquid Reserves Pool	✓	
<input type="checkbox"/>	Low Duration Fixed Income Pool	✓	

Pool choices for gift funds greater than \$50,000

<input type="checkbox"/>	Liquid Reserves Pool	✓	
<input type="checkbox"/>	Low Duration Fixed Income Pool	✓	
<input type="checkbox"/>	Income & Growth Pool	✓	
<input type="checkbox"/>	Moderate Growth Pool	✓	✓
<input type="checkbox"/>	Passive Diversified Growth Pool	✓	✓
<input type="checkbox"/>	Non-Endowed Diversified Long-Term Growth Pool	✓	✓
<input type="checkbox"/>	Endowed Diversified Long-Term Growth Pool		✓

<input type="checkbox"/>	<p>Investment Alliance Program</p> <p>For funds that maintain an asset balance greater than \$250,000, you may recommend a specific investment manager from outside FFTC's core investment pool to manage the fund portfolio (<i>FFTC's Investment Committee must approve the recommended manager</i>):</p> <p>_____</p>	✓	✓
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Anticipated Distribution Horizon (in years)



By signing below, I (we) understand that all gift funds are subject to the policies of Foundation For The Carolinas as set forth in the Charitable Giving Guide. The investment recommendation selected above includes careful consideration of the anticipated annual spending and grantmaking plans for the gift fund.

Gift Fund Name & Number: _____

Signature of Advisor: _____

Print name: _____ Date: _____

Please email the completed form to investments@ffc.org.

Foundation For The Carolinas does not provide tax, legal or investment advice. The information in our publications and on our website is general in nature, and is not intended to be a substitute for consulting your legal, tax or investment advisor regarding your particular situation. Any performance data is based on past performance and is no guarantee of future results.