

Designated Fund Agreement

Fund Name:	
	(for office use only)

Welcome to Foundation For The Carolinas. We look forward to making your giving easy, flexible and effective.

Please complete this Gift Fund Agreement form (this "Agreement) to establish a Designated Fund ("Gift Fund") with an irrevocable gift to Foundation For The Carolinas (the "Foundation" or "FFTC"). Designated Funds are created to support a specified nonprofit organization that the Donor names in this Agreement. Grants from the Gift Fund may advance the work of such charitable institutions by supporting capital campaigns, special projects or operating expenses. Further information about Designated Funds, this Agreement and charitable giving is contained in the Foundation's *The Charitable Giving Guide* available online at www.fftc.org.

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Identify the charitable, nonprofit organization that will benefit from the Gift Fund.

A. Designated Organization.

Please designate the nonprofit organization that will be the beneficiary of the Gift Fund. The designated organization may be changed from time to time by the Opening Donor (as defined below) or the Advisors (as defined below) designated later in this Agreement (if any).

Please note to open the Gift Fund, the Foundation must be able to confirm the organization's status as an eligible public charity. (Designated Organization confirmed as eligible grantee _____ FFTC initial).

Nonprofit O	rganization Name	Fe	ederal Tax Identification Number EIN
Street		City	State Zip Code
Contact Per	rson (Name & Title)	Phone Number of Contact Per	rson
Phone		Website	
B. Fund Nan	ne, General Purpose and	Expectations.	
Name	Please choose a nai	me for the Gift Fund below.	
Name:			
	e Gift Fund and the phila	below that would help the Foundatio nthropic expectations of the initial	
		Section continues on next page	

	erred name/salutation and preferred est a grant be made anonymously a		
☐ Please use the grants from the	e following name and/or address ins e Gift Fund:	stead of your preferred name	and address when sending
□ Do not display	the Gift Fund's name with each gr	ant.*	
□ Do not display	the Fund Advisor's name and add	ress with each grant.*	
☐ Do not use the	name of the Gift Fund in the Foun	dation's published materials	
my name and	erested in being contacted to share for fund name in their publications, emain confidential.		
*A Fund Advisor n	nay contact the Foundation to requ	est a non-anonymous grant i	from the Gift Fund.
Opening Donor(s)	Please provide the following info		
□ Mr. □ Mrs	. □ Ms. □ Other Middle Initial Last Name	Preferred Name	Date of Birth (MM/DD/YYYY)
Name of Corpora	ation or Trust/Estate (if applicable)		
·	Preferred Mailing Address		
Street		City	State Zip Code
Phone:			
Home	Work	Cell	
Email:			
Primar	у	Other	
Preferred Phon	<u>e</u> : □ Home □ Business □ Cell	<u>Preferred Email</u> : □ Primar	ry □ Other
Additional Addr	ress:		
	Street	City	State Zip Code

Unless you indicate below that you wish for all grants from the Gift Fund to be made anonymously, each grant from the Gift Fund will include the name of the Gift Fund, and the name and address of the Advisor(s) recommending the grant so that the charity may send an acknowledgement. *Unless otherwise indicated, we*

	□ Mr. □ Mrs	. □ Ms.	□ Other				
	First Name	Middle	Initial Last Name		Preferred Name	Date of E	Birth (MM/DD/YYY)
)pe	ening Donor 2	Preferred N	failing Address				
	Street				City	State	Zip Code
			Work		Cell		
	Email: Primar	/			Other		
			□ Business □ Cell	<u>Pr</u>	<u>eferred Email</u> : □ Prima	ry 🗆 Other	
	Additional Addr	Stre	et		City	State	Zip Code
	ening entribution	Please indi	cate the amount and	natur	e of the opening contril	bution to the (Gift Fund.
	Check, ACH of Marketable set ofMutual funds:	Additional gifor wire for \$_ecurities:sl	its can be made at any shares from	y time	Proceeds from gift partnership or LLC int closely held business Investments Foundation, FFTC. Please contact follosely held business appropriate documents. Proceeds from gift of of real property via Commitmental property via	of Closely erest, etc. – As interests v, a Subsidiary FFTC staff to dinterests and Real estate – munity Real Proation of FFTC.	held stock, Accepted gifts of ia Community Foundation of liscuss a gift of to request the Accepted gifts operty Holdings, Please contact
	Other:				the appropriate documen	is.	
Es	timated value o	f total initial o	contribution(s):				
	anned ving		reasonably expected t, nature and details o		se complete a Planned planned gifts.	d Gift Docume	ent to indicate
			nd vour financial advis		ructure a planned gift t		
he nd		. A planned o	gift is generally one tha	at ori	ginates during your life	time but will n	ot be received

Type of Fund	Please choose whether the Gift Fund will be a permanent Endowed fund with the Foundation or a Non-Endowed Gift Fund.
☐ Endowed	(please initial)
An Endowed Gift F	und is a permanent , legacy Fund. Its assets are held irrevocably by the Foundation and
0	ccomplish the identified charitable purposes. Endowed Gift Funds are designed to be tuity, so only the annual spendable income is available for distribution. Choose this option
	nanent legacy by providing continuing support for the charitable purposes of the Gift Fund.
The decision to en	dow is irrevocable and donors should discuss with FFTC staff before selecting this option.

□ Non-Endowed

A Non-Endowed Gift Fund is a gift fund in which the assets are fully available for distribution at any time. Choose this option to maintain maximum flexibility in terms of grant amounts.

Spendable Amount The following pertains to Endowed Gift Funds only. Please read if you are establishing an Endowed Gift Fund.

A. Determination of Annual Spendable Amount.

Under applicable law, with respect to Endowed Funds, the Foundation's Board of Directors establishes the annual spendable income rate that is used to calculate the amount available for distribution from the Gift Fund each year (the "Spendable Amount"). The Spendable Amount is determined by multiplying the annual spendable income rate by the average daily value of the Gift Fund for the prior three calendar years or since fund inception (for funds less than three years old). For the current annual spendable income rate, visit www.fftc.org/financials.

B. If Value of Fund Falls Below Historic Dollar Value.

Historic dollar value ("HDV") means the value of the Gift Fund at the time of the original contribution(s) to the Gift Fund plus the dollar value of any subsequent contributions to the Gift Fund (not including any investment earnings or losses). If the value falls below HDV, the determination of the Spendable Amount varies depending on the remaining value of the Gift Fund. If the value equals or exceeds 66% of HDV, the Spendable Amount currently is calculated as previously described. If the value falls below 66% of HDV, the Spendable Amount may be limited in accordance with the Foundation's applicable policies (as provided in the *Charitable Giving Guide*).

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

Unless initialed below, 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 Gift Fund Falls below HDV.

<u>Preserve Principal</u>. The Donor requests that the Foundation not allow distributions of any Spendable Amount if the value of the Gift Fund Falls below HDV.

C. Alternative Distribution Plan.

If the Donor wishes to specify a plan for making distributions from the Gift 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.

Space intentionally left blank.

Referral	Who refer	red you to Foundation	For The Carolinas?	
Referral Source	:			
Street			City	State Zip Code
Email:			Phone Number:	
Fund Advisor	s Please de	signate Advisors to the	e Gift Fund.	
the final grantma	aking and inves ons are subject	stment authority and dis	scretion for the Gift Fund are	Applicable law requires that vested with the Foundation. order to ensure compliance
A. Advisor(s).				
				r the Gift Fund. If there are und, please provide contact
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the right to act u Advisors may ac through the Fou	n attachment to nilaterally with ccess informati indation's secu	o this Agreement. If m respect to the Gift Fundion about the Gift Fund	ultiple Advisors are appoint nd. I, including monthly stateme sors will receive instructions	
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 Additional parties can be authorized to access information on the Gift Fund online: Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor) Fund Viewer: Access monthly statements (online), view fund information & history only authorize the proper level of access, please list contact information of the person to be authorized below. If than one person is to be authorized, please provide contact information in an attachment to this Agreement.
First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYY) Street City State Zip Code Phone:
Street City State Zip Code
Phone: Home Work Cell Email: Primary Other Preferred Phone: Business Cell Preferred Email: Primary Other Additional Address: Street City State Zip Code B. Online Access to the Gift Fund Additional parties can be authorized to access information on the Gift Fund online: 1. Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor) 2. Fund Viewer: Access monthly statements (online), view fund information & history only To authorize the proper level of access, please list contact information of the person to be authorized below. If retain one person is to be authorized, please provide contact information in an attachment to this Agreement.
Email: Primary Other Preferred Phone: Home Business Cell Preferred Email: Primary Other Additional Address: Street City State Zip Code B. Online Access to the Gift Fund Additional parties can be authorized to access information on the Gift Fund online: 1. Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor) 2. Fund Viewer: Access monthly statements (online), view fund information & history only To authorize the proper level of access, please list contact information of the person to be authorized below. If retain one person is to be authorized, please provide contact information in an attachment to this Agreement.
Email: Primary Other Preferred Phone:
Preferred Phone:
Additional Address: Street City State Zip Code B. Online Access to the Gift Fund Additional parties can be authorized to access information on the Gift Fund online: 1. Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor) 2. Fund Viewer: Access monthly statements (online), view fund information & history only To authorize the proper level of access, please list contact information of the person to be authorized below. If rethan one person is to be authorized, please provide contact information in an attachment to this Agreement.
B. Online Access to the Gift Fund Additional parties can be authorized to access information on the Gift Fund online: 1. Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor) 2. Fund Viewer: Access monthly statements (online), view fund information & history only To authorize the proper level of access, please list contact information of the person to be authorized below. If rethan one person is to be authorized, please provide contact information in an attachment to this Agreement.
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To authorize the proper level of access, please list contact information of the person to be authorized below. If than one person is to be authorized, please provide contact information in an attachment to this Agreement.
□ Mr. □ Mrs. □ Ms. □ Other
First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YY)
Title:
Street City State Zip Code
Phone:
Home Work Cell
Email:
Primary Other
<u>Preferred Phone</u> : □ Home □ Business □ Cell <u>Preferred Email</u> : □ Primary □ Other
Choose one level of authority, as defined above:
Choose one level of authority, as defined above: Distributions Access: Access monthly statements (online), view fund information & recommend grant distributions (with the same authority as the Advisor)

First Name	Middle Initial Last Name	Preferred Name	Date of Birth (MM/DD/YYY)
Title:			
Street		City	State Zip Code
		City	State Zip Code
Phone: Home	Work	Cell	
Email:			
Primary		Other	
Preferred Phone: H	lome □ Business □ Cell	Preferred Email: □ Primary	□ Other
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same authority as the Adv			- g
Fund Mower: Assess			
rund viewer: Access mor	nthly statements (online), view fund i	nformation & history only	
runa viewer: Access mor	nthly statements (online), view fund i	nformation & history only	
Plea			tax or estate planning
rofessional Plea	se provide contact informatio	n for any legal, financial,	
rofessional Plea	se provide contact informatio	n for any legal, financial,	
rofessional Plea	se provide contact informatio essional advisors that have bee Gift Fund.	n for any legal, financial,	
rofessional Plea profethe (the Cofessional Advisor (if	se provide contact informatio essional advisors that have bee Gift Fund.	n for any legal, financial, en involved with the plannir	
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rofessional dvisor(s) Plea profethe Confessional Advisor (if	se provide contact informations in the second second advisors that have been applicable):	n for any legal, financial, en involved with the plannin	ng and establishment of
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Professional Advisor 2 (if applicable):		
☐ Attorney ☐ Accountant ☐ Financial/Inv	vestment Advisor	Insurance Advisor
□ Mr. □ Mrs. □ Ms. □ Other		
First Name Middle Initial Last Na	me	Preferred Name
Firm Name:		
Street	City	State Zip Code
Phone:Business	Cell	
Email:	Other	
·	referred Email: Primary	/ □ Other
Should this professional advisor receive "view only" online	access to the Gift Fund	? ☐ Yes ☐ No
f there are other professional advisors who you are world orovide their contact information.	king with in connection	with the Gift Fund, please
Succession Plan Complete this section to address the	e long-term future of the	assets in the Gift Fund.
In the event the designated fund beneficiary ceases opera	ations or no longer exist	s, the Gift Fund should be
☐ The following organization shall be appointed as an alte	ernate fund beneficiary:	
·		
The Foundation shall use its discretion to appoint an alte with that of the initial fund beneficiary.	ernate designated benefi	ciary whose mission aligns
The Fund shall be used to support FFTC's discretionary aligns with that of the initial fund designated beneficiary		of interest that most closely
f no selection is made, the Fund shall be used to supporterest that most closely aligns with that of the initial fund	rt FFTC's discretionary (grantmaking in the field of
Therest that most closely aligns with that of the initial rand	designated beneficiary.	
Affiliation (optional) If you wish to associate your fund wit below. By doing so, your grant notification		
☐ Foundation For Black Philanthropy		Community Foundation (NC)
Charlotte Mecklenburg Community Foundation (NC)		Community Foundation (SC)
Cleveland County Community Foundation (NC)		nmunity Foundation (NC)
□ Lancaster County Community Foundation (SC)□ Lincoln County Community Foundation (NC)	_	mmunity Foundation (NC) on (Richmond County, NC)
☐ Lincoln County Community Foundation (NC)☐ Salisbury-Rowan Community Foundation (NC)		nmunity Foundation (NC)
☐ Union County Community Foundation (NC)		munity Foundation (SC)

Supporting	
Organizations	

Please indicate if your Gift Fund is associated with one of FFTC's Supporting Organizations.

Although this is not common, if your fund is affliated with one of FFTC's Supporting Organizations, please name and discuss with the Philanthropic Advancement Team to ensure a complete understanding of any differences in distribution, investment or other administrative policies.

Custom Services	Custom philanthropic services are specifically designed services including board or committee management, consultation, grant program facilitation, and more.
agreed Custom ser	h the Foundation's Philanthropic Advancement Team and attach an addendum listing the vices and pricing schedule. <i>If custom services have been discussed with and approved then an authorized Foundation Staff member should check the box and initial below.</i>
☐ Custom service	ces approved (FFTC initial)
Fundraising	The Foundation may, under certain very limited circumstances, agree to provide administrative support for fundraising activities for a Gift Fund.
this Agreement, th fundraising activi	s fundraising activities to be conducted in connection with the Gift Fund established under nen prior approval of Foundation Staff and additional documentation are required. If ties have been discussed with and approved for the Gift Fund, then an authorized member should check the box and initial below.
☐ Fundraising a	pproved (FFTC initial)
Investments	The Foundation is pleased to offer a variety of investment pools for Gift Funds.
	e investment options ranging from a conservative money market fund to growth-oriented ed funds. For investment pool descriptions and information on performance, visit
investment pool.	and sign Addendum I – Gift Fund Investment Recommendation Form – to select an If you do not select an investment pool, the Foundation will place Non-Endowed Funds erves Pool and Endowed Funds into the Diversified Long-Term Growth Pool.
Addenda	Please indicate additional addenda attached to this Agreement, if any.
	ollowing box if any addenda other than Addendum I – Gift Fund Investment Form are attached to this Agreement?
□ Additional adden	da are attached and listed below:

Space intentionally left blank.

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.



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 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 grants from the Gift Fund to carry out the charitable purposes of the Gift Fund in accordance with the Code. Requests for charitable grants 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 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 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(s) and Advisor, 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	Opening Donor 2 (if applicable)
SIGNATURE	SIGNATURE
NAME (please print)	NAME (please print)
TITLE (for institutional donors)	TITLE (for institutional donors)
DATE	DATE
Advisor (sign if different from Opening Donor)	Foundation For The Carolinas
SIGNATURE	BY
NAME (please print)	TITLE
TITLE	DATE
DATE	
Supporting Organization	
BY	
TITLE	
DATE	

INVESTMENT RECOMMENDATION FORM GIFT FUNDS



Foundation For The Carolinas offers fundholders diverse investment options for philanthropic impact. These investment options span the risk-return spectrum from conservative allocations to more growth-oriented investment pools. Please select one of the following investment pools that best fits your investment objective, anticipated grantmaking, timeline and ongoing contribution rate. Please note: The initial selection of, or requested changes to, your fund's investment pool will generally take effect within 10 business days after your completed form is received.

For information on FFTC's investment pools including investment fees, visit: www.fftc.org/pools. For administrative fee schedules, visit: www.fftc.org/advisor_resources#administrative-fee-schedules. For pool selection questions, please contact the FFTC investments team at 704.973.4539.

Inves	tment Pools		Investment Alliance Program		
☐ Liquid Reserves			☐ For funds greater than \$250,000, you may		
	Low Duration Fixed Income		recommend a specific investment manager from		
	Income & Growth		outside FFTC's standard investment pools to manage the fund portfolio (FFTC's Investment Committee must		
	Passive Long-Term Growth				
	ESG Long-Term Growth				
	Active Long-Term Growth				
	Diversified Long-Term Growth*				
request; availab \$5M, co	ill generally be available for other investment options of \$1M-85M — First 80% generally available 90 days afte lefor other investment options or grantmaking one year nact relationship manager for terms.	r request. Balance is generally r after request; Greater than			
			Diversified Long-Term Growth		
			Passive Long-Term Growth		
			ESG Long-Term Growth		
			Active Long-Term Growth		
		Income & Growth			
	Low Duration Fixed Income Liquid Reserves				
	Less Diversified		More Diversified		
	Less than 2 years	2 - 10 years	More than 10 years		
	0		derstand FFTC's pool investment fees & administrative fees and rolinas as set forth in the Charitable Giving Guide.		
	1 NT O NT 1				
Gift Fu	and Name & Number:				
	and Name & Number:ure of Advisor:				

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

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