



David Zadoc Whipple Fund

Non-Endowed Donor Advised Fund Agreement

To the Board of Trustees:

Enclosed you will find a check for \$100,000 made payable to the Brookline Community Foundation (the "Foundation"), a Massachusetts not-for-profit corporation. This is an irrevocable gift to establish a fund (the "Fund") for the purposes enumerated and set forth in the Articles of Incorporation establishing the Foundation and is to be administered by you subject to all of the terms and conditions contained in this document and the Foundation's Articles of Incorporation and By-Laws (including any amendments or additions thereto).

The Fund shall be known as the David Zadoc Whipple Fund of the Brookline Community Foundation and is established in memory of our son, David, who was an exceptional young man and a graduate of Brookline High School and Yale College. As David was a lover of words and ideas as well as an exceptional writer, this fund may support excellence in writing such as summer writing fellowships and year-round writing programs as well as other charitable purposes primarily benefiting the Brookline community, as determined by the Brookline Community Foundation.

The Fund shall be held and distributed upon the following terms and conditions:

1. We may in the future make additional contributions to the Fund and others may also contribute to it from time to time. All gifts to the Fund are subject to the approval of the Foundation, and all additional gifts will be used subject to the terms and conditions set out in this document.
2. The income and principal of the Fund shall be the property of the Foundation, subject to its exclusive legal control and investment. The Foundation has total control over the investment and reinvestment of the Fund. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation.
3. The income and principal of the Fund may at the Foundation's discretion be distributed to organizations of the type to which an individual taxpayer may make deductible charitable contributions under Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended, as evidenced by a favorable determination of the organization's status by the Internal Revenue Service but excluding any disqualified supporting organization as described by Section 4966(d)(4) of the Code and excluding private foundations ("Qualified Charities").
4. Distributions from the Fund to Qualified Charities may be made at such time or times and in such amount or amounts as may be determined solely by the Foundation,

provided, however that for the duration of our lifetimes, we may recommend to the Foundation that it make distributions from the Fund to one or more Qualified Charities. Such recommendations shall be wholly advisory and the Foundation shall not be bound by such recommendations. We understand that distributions from the Fund can be used only for charitable purposes and not for our benefit, the benefit of any other donors to the Fund, the benefit of parties related to any donor, or for any other purpose conferring impermissible private benefit.

5. We may make such recommendations for distributions to Qualified Charities from the Fund. No distribution shall be made which results in any economic benefit, quid pro quo, or other perquisite to any individual, and no distribution shall be made in satisfaction of a charitable pledge made by an individual.
6. To the extent that distributions from donor advised funds are governed by state or federal law, Brookline Community Foundation may modify this agreement to comply with the laws of the Commonwealth of Massachusetts and with applicable federal law.
7. The privilege to make recommendations shall extend only to us and to any successor advisors named herein, and shall terminate upon the death of the last person entitled to exercise the privilege. Prior to such termination, the privilege to make recommendations shall terminate upon the receipt by the Chief Executive Officer of written notice given by the then holder of the privilege that the privilege has been released. Upon final termination of the privilege to make recommendations, the Foundation shall hold the Fund for its general purposes.
8. [I/we] name the following individuals as successor advisors who will have the privilege of making recommendations after our deaths:

Elizabeth Gladstone Whipple

9. Recommendations for distributions are evaluated by the staff of the Foundation, the Program and Grants Committee, and/or the Board of Trustees. After such independent investigation of each recommendation as they deem appropriate, the Chief Executive Officer, the Program and Grants Committee or the Board of Trustees shall determine and report whether the recommendation is consistent with the Foundation's charitable purposes, whether the recommended recipient is a Qualified Charity, and whether the recommended distribution meets the requirements for donor-advised fund distributions under the Internal Revenue Code of 1986, as amended. In the case of an adverse determination, the Foundation shall notify the person or persons making the recommendation and may, in its discretion, permit an alternative recommendation to be made within such period of time, if any, as it sees fit.
10. Any distribution approved by the Foundation shall identify the distribution to the recipient Qualified Charity as being made from the David Zadoc Whipple Fund of the Brookline Community Foundation and shall identify the person who recommended the distribution unless he or she requests anonymity.

11. Consistent with its practice adopted from time to time with respect to other donor-advised funds, the Foundation charges a fee to the Fund to help defray the Foundation's operating expenses.

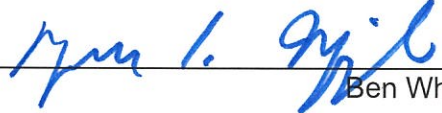
We acknowledge that we have reviewed and are familiar with the attached "Donor Advised Fund Policies and Guidelines" and that notwithstanding any provision of this Agreement the Fund will be administered in accordance with such policies and guidelines.

If the terms of this letter are acceptable to you, please acknowledge the same by executing the enclosed copy of this letter and returning it to us.

Very truly yours,



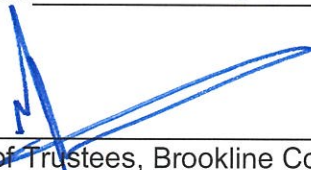
Carol Gladstone.



Ben Whipple

THE BROOKLINE COMMUNITY FOUNDATION hereby accepts the foregoing letter and agrees to hold, administer and distribute the Fund upon the terms and conditions hereinabove contained.

Dated: 12-12-19

By:  _____

President, Board of Trustees, Brookline Community Foundation

By:  _____

Chief Executive Officer, Brookline Community Foundation

