

For Foundation Use Only

ACCOUNT NUMBER: **0380015242**

DEVELOPMENT OFFICER: Caitie Deranek Stewart

INDIANA UNIVERSITY FOUNDATION, INC.

--Revised--

GIFT AGREEMENT

Crosley Jayne Buchner Memorial Scholarship

DONOR: 3morrow – Crosley Jayne Buchner Foundation, Inc. ("Donor")

AUTHORIZATION: Indiana University School of Medicine ("School")

WHEREAS, Crosley Jayne Buchner, was born on August 15, 2011, to Scott and Emilie (Feick) Buchner in Carmel, Indiana, and was raised in Noblesville, Indiana; and

WHEREAS, she loved to dance, read, swim, and was proud that she learned to ride her bike in the Summer of 2018. She enjoyed time on the water with her family at Tippecanoe Lake in Northern Indiana. Crosley was a first grader at Promise Road Elementary where she was a recipient for a Panther Leadership Commendation in the Fall of 2018; and

WHEREAS, Crosley had vision. Her parents discovered early on that Crosley had the interesting attribute of foresight. Each night, she would ask them 'what are we doing tomorrow?', which they would reply with our plans. She then would lean in and ask 'what are we doing three-morrow?' with the intent of knowing what to look forward to the next day. Combined with love and passion, they knew she had vision; and

WHEREAS, she carried on that vision throughout her life. In the last year, she discovered her professional aspirations as she had made known the desire to study medicine. Crosley began the path to becoming a Pediatric Oncologist; a seven-year-old dedicated to becoming a kids' cancer doctor, by scheduling a visit with Oncologists at Riley Hospital for Children in February 2019; and

WHEREAS, Crosley passed away on January 13, 2019, at Peyton Manning Children's Hospital at St. Vincent in Indianapolis, Indiana, at the age of seven. In her loving memory, Crosley's family established the 3morrow – Crosley Jayne Buchner Foundation, Inc., to help children look beyond two-morrow. It is 3morrow's love and passion to help a child like Crosley move into adulthood and achieve their dream of becoming a doctor; and

WHEREAS, the Crosley Jayne Buchner Memorial Scholarship ("Scholarship") was originally established on August 11, 2020, and is now being revised by the Donor to broaden the donor intent to allow more than one recipient and to make the Scholarship renewable; and

WHEREAS, the Donor wishes to further Indiana University's mission, and to encourage others to give to Indiana University, and thus has pledged to the Foundation \$40,000, with annual payments of \$10,000 due on or before December 31, 2021 through 2024, of which \$4,900 has already been fulfilled, for the purpose of establishing the Scholarship; and

WHEREAS, it is agreed to by all parties to this document that the donor intent is being updated. It is further agreed that this Agreement will replace any other documentation currently on file in regard to donor intent and will be the final document used for audit purposes as of the date of this Agreement;

NOW, THEREFORE, IT IS AGREED:

1. It is the intent of the Donor, and the Foundation agrees, that this gift be used to support annual scholarships for medical students at Indiana University School of Medicine. The amount of the Scholarship will be a minimum of \$5,000. The Scholarship will be renewed. The number, amount, and recipient(s) of the Scholarship will be determined by the Scholarship Committee of the School.
2. The use of this gift will be authorized by the School for the reasonable and customary requirements of authorized expenditures, as indicated above, in accordance with internal operating policies governing investments and administration as established by the Foundation, Indiana University, and the School.
3. The Foundation acknowledges that the Donor intends both income and principal, as required, may be used to support the purpose of the gift.
4. The officers and directors of the Foundation have the power, and final decision, to invest, to change investments, to accept property, to sell, to hold, or to reinvest all or any of the monies or property transferred to the Foundation under the terms of this Agreement in such manner as they deem proper, and any additional gifts received in support of this purpose are subject to the terms of this Agreement.
5. In the event that the original purpose stated here can no longer be fulfilled, the Foundation, through its Board of Directors, and in consultation with the Dean of the School, shall review the circumstances and shall modify this Agreement to the extent necessary to enable the gift to be used in a manner which coincides with the Donor's original intent as closely as possible and the internal operating policies of the Foundation.
6. This gift will be administered by the Indiana University Foundation, which represents Indiana University, including the IU School of Medicine. This is not a gift to Indiana University Health, and the Indiana University Health Foundation will not play a role in administering this account.
7. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

Signed and dated 7/22/2021 | 1:43:53 PM EDT.

DONOR
3MORROW – CROSLY JAYNE BUCHNER FOUNDATION, INC.

By: Scott Buchner
Scott Buchner, Trustee

INDIANA UNIVERSITY SCHOOL OF MEDICINE

By: Jamie B. Dimond
Jamie B. Dimond, M.B.A.
Executive Associate Dean for Finance and Administration

INDIANA UNIVERSITY FOUNDATION, INC.

By: Jeffrey D. Stumpf
Jeffrey D. Stumpf
Executive Vice President for Finance and Operations