

REVOCABLE CRYOPRESERVATION TRUST FUNDING AGREEMENT

This REVOCABLE CRYOPRESERVATION TRUST FUNDING AGREEMENT (this "Agreement") is made and entered into effective the _____ day of _____, 2____ between _____ ("Member") and ALCOR LIFE EXTENSION FOUNDATION, a California corporation which is exempt from federal tax pursuant to Section 501(c)(3) of the Internal Revenue Code ("Alcor").

RECITALS

- A. The parties have entered into agreements whereby Member, in accordance with the agreements, will be placed, and maintained, in cryopreservation by Alcor upon Member's death;
- B. Member has elected to use a revocable cryopreservation trust as the means to donate to Alcor an amount sufficient to offset the cost of being placed, and maintained, in cryopreservation;
- C. Alcor imposes specific requirements on the use of such revocable cryopreservation trusts to donate the amount sufficient to offset the cost of cryopreservation, including but not limited to restrictions on the nature and type of assets held in the trust estate and the appointment of successor trustees of the trust;
- D. The parties desire to set forth, and agree to, the nature and type of assets to be held in the trust estate and the appointment of successor trustees of the trust.

In consideration of the mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1) **Revocable Cryopreservation Trust.** Member will execute, or has executed, the revocable cryopreservation trust in the form attached as Exhibit A (the "Revocable Cryopreservation Trust").
- 2) **Trust Assets.** Member will cause the Trustee of the Revocable Cryopreservation Trust to maintain, at all times, an investment portfolio of assets in the trust estate complying with the following restrictions:
 - a) A minimum balance, at market value, of _____ DOLLARS (\$_____,_____) must consist of one or more of the following assets (the "Minimum Balance"):
 - i) Term or Whole Life Insurance Policy or Policies meeting the following requirements:
 - (1) The Revocable Cryopreservation Trust or its Trustee is the named owner and irrevocable beneficiary;

- (2) The premiums are paid in full by Member from funds other than those in the Revocable Cryopreservation Trust; and
 - (3) Trustee is informed of any lapses or terminations of such policy or policies in accordance with the Revocable Cryopreservation Trust agreement.
- ii) United States Federal Treasury Bonds with maturity dates of no more than three years.
- iii) Cash, including certificates of deposit, meeting the following requirements:
- (1) In the form of United States Currency;
 - (2) Federally insured;
 - (3) Located within the United States; and
 - (4) Readily available to Trustee.
- iv) Federally insured money market funds
- v) Such other assets as Alcor may from time to time specifically designate in a writing to Trustee or Member authorizing investment of all or part of the Minimum Balance in such assets.

b) Trust assets in excess of the Minimum Balance as set forth in Section 2(a) above will be managed by the Trustee of the Revocable Cryopreservation Trust in accordance with the prudent investor standard generally imposed on such trustees.

3) Trustee Notice. Upon notice from Trustee pursuant to Section 4.1 of the Revocable Cryopreservation Trust, Alcor, in its sole and absolute discretion, will determine if the subject of the notice constitutes a breach of any of the agreements, including but not limited to the Application for Membership and the Cryopreservation Agreement, between Alcor and Member such that Alcor is no longer obligated to provide cryopreservation services to Member. Contact information for Alcor is set forth in Exhibit A to the Revocable Cryopreservation Agreement attached hereto.

4) Successor Trustee. In the event Member elects to appoint a successor Trustee pursuant to Section 6.4 of the Revocable Cryopreservation Trust, Member agrees to obtain Alcor's written approval of the replacement successor Trustee prior to appointment of such Trustee. Alcor's approval will be based, in part, on such replacement successor Trustee's competence and willingness to effectively manage the Trust in accordance with its terms. In the event Member and Alcor cannot agree on the replacement successor Trustee within thirty (30) days of Member's election to remove and replace the successor Trustee, Alcor's obligation to provide cryopreservation services to Member will be immediately terminated without notice to Member, provided Member has not obtained Alcor's prior written approval of an alternative source of funding for the cryopreservation services.

5) Scope. Notwithstanding Member's compliance with this Agreement, Alcor's obligation to provide cryopreservation services to Member is conditioned on Member's compliance with all other agreements, including but not limited to the Application for Membership and the Cryopreservation Agreement, between Member and Alcor. Member agrees and understands that this Agreement does not establish any minimum or maximum contract price for Alcor's cryopreservation services and that,

pursuant to other agreements between Alcor and Member, Alcor may increase the contract price necessary for Alcor to provide cryopreservation services to Member. In the event Alcor increases the contract price, Member agrees that the terms of this Agreement must be amended to reflect the increased contract price.

6) Breach. In the event of Member's breach of any provision of this Agreement, Member agrees that Alcor's obligation to provide cryopreservation services to Member, pursuant to this Agreement and any other agreement, including but not limited to the Application for Membership and the Cryopreservation Agreement, between Member and Alcor, will be immediately terminated without notice to Member.

7) Alcor Authorization. Notwithstanding the provisions of Section 2 of this Agreement, Alcor's written authorization to the Trustee to pay taxes, premiums, assessments or other liabilities or expenses from the trust estate that results in the violation of Section 2 will not be considered a breach of this Agreement.

8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9) Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver shall be valid unless in writing.

10) Arbitration. Any dispute arising out of or by reason of this Agreement, or the construction and performance hereof, shall be submitted to arbitration governed by A.R.S. § 12-1501 *et seq.* (the "Act") and the commercial rules and regulations then in effect of the American Arbitration Association, but without submission thereto, to the extent such rules and regulations are not inconsistent with the Act. Only one (1) arbitrator shall be used in such arbitration proceeding. If the parties cannot mutually agree on an arbitrator, any party hereto may request the arbitrator be appointed by the then presiding civil judge of the Maricopa County Superior Court. Arbitration is intended to and shall be the exclusive means for resolving such disputes. The decision of such arbitrator shall be final, binding and not subject to appeal. Notwithstanding the foregoing, any party shall have the right to seek temporary injunctive relief prior to the conclusion of arbitration, but the ultimate decision of the arbitrator shall control and supersede any order granting or denying temporary injunctive relief. Judgment upon any award rendered may be obtained by either party in the Superior Court of the State of Arizona in and for Maricopa County.

11) Attorneys' Fees. If either party shall bring legal proceedings to enforce the terms and provisions hereof, to recover damages for breach, or to declare rights hereunder, the prevailing party shall be entitled to recover from the other party all costs, expenses and attorneys' fees incurred in connection with the exercise by the prevailing party of its rights and remedies hereunder. Such costs, expenses and attorneys' fees shall include, but not be limited to, reasonable attorneys' fees, paralegal fees, expert witness fees, costs of tests and analyses, trial and accommodation expenses, deposition and trial transcript copies, and costs of court. For purposes of this paragraph, the term "prevailing party" shall mean (i) with respect to the claimant, one who is successful in obtaining substantially all of the relief sought, and (ii) with respect to the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

12) Entire Agreement. The parties agree that this Agreement is the complete and exclusive agreement between them, which supersedes all proposals or prior agreements, oral or written, and all other communications between them relating to the subject matter of this Agreement. The parties further agree that modifications or amendments to this Agreement shall be effective only if they are in writing and signed by all parties.

13) Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Agreement.

14) Successors and Assigns. This Agreement shall bind and benefit the parties, their heirs, executors, administrators, successors, and assigns.

15) Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

16) Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all parties to the counterparts had signed the same instrument.

The parties have executed this Agreement as of the date first written above.

MEMBER:

ALCOR LIFE EXTENSION FOUNDATION

Member's Signature

By: _____
Its: _____

Print Member's Name

Attorneys for the Member:

By _____
_____, Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing Revocable Cryopreservation Trust Funding Agreement was acknowledged before me this
____ day of _____, 2_____, by _____, as Member.

Notary Public

My Commission Expires:

EXHIBIT A

[MEMBER'S REVOCABLE CRYOPRESERVATION TRUST AGREEMENT]