

The parties agree that on or before March 2, 2010, they jointly will file this Agreement and the attached Proposed Order with the District Court of El Paso/Teller County (the "Court"). This Agreement is to be completed in its entirety and each party's obligation to perform hereunder is expressly conditioned on all other parties' having performed their respective obligations under this Agreement. If this Agreement is not completed in its entirety, no party shall be bound by the representations of law or fact made herein in any subsequent proceeding. The parties further agree that the Agreement shall be binding on the parties and become an order of the Court upon approval of the Court, pursuant to C.R.S. §§15-12-1101 and 1102.

The parties acknowledge that the Court entered an Order on March 1, 2010 (the "Order"), declaring that the Decedent did not revoke her Declaration as to her disposition of last remains ("Declaration") and that Alcor should have custody of the Decedent's last remains at issue in accordance with her Declaration.

The parties acknowledge that, in accordance with the Order and pursuant to C.R.S. § 15-19-106(a), Alcor has the right to control the disposition of the Decedent's last remains. Notwithstanding, the parties acknowledge that it would be in the best interest of all parties to this Agreement and in accordance with C.R.S. §§ 15-19-106(b) and 15-16-106(d), if Ms. Robbins, as Personal Representative of the Estate, and Ms. Robbins, Ms. Beaubien, Ms. Claxton, and Mr. Robbins, as the surviving adult children of the Decedent, also enter into and agree to the terms of this Agreement.

The parties now wish to enter into this Settlement Agreement with respect to outstanding matters associated with the disposition of the Decedent's remains, as follows:

DECEDENT'S REMAINS

1. In accordance with terms of the Order and by agreement of the parties, the parties hereby agree that Alcor will take immediate, unrestricted possession of all of the Decedent's remains. Alcor will accept all of the Decedent's remains from the Shrine of Remembrance located in Colorado Springs, Colorado (the "Mortuary") and deliver all of the remains to Alcor's primary facility, located in Scottsdale, Arizona, for the cryonic suspension of certain remains of the Decedent. Alcor, in Alcor's sole and absolute discretion, shall determine which remains will be subject to cryonic suspension.
2. Remains not determined suitable for cryonic suspension (the "Cremated Remains") shall be delivered by Alcor, at Alcor's expense, to a crematorium located in or about the Phoenix, Arizona area and selected by Alcor, in its sole discretion. Fees and expenses for cremation services of the Cremated Remains will be paid by Alcor.
3. After receipt of the Cremated Remains from the selected crematorium, Alcor agrees, at its own expense, to promptly deliver the Decedent's Cremated Remains to Ms. Robbins as Personal Representative of the Estate for further disposition pursuant to Decedent's written instructions. The parties agree that disposition of the Decedent's Cremated Remains following receipt by Ms. Robbins shall be at the sole discretion of Ms. Robbins, as Personal Representative of the Estate, as may be restricted only by the documents executed by Mary Robbins in which she directed those remains to be disposed.

CLAIMS

4. Ms. Robbins, as Personal Representative of the Estate and as an adult child of the Decedent, Ms. Beaubien, Ms. Claxton, and Mr. Robbins hereby jointly and individually covenant and agree that they will not pursue an appeal or any other legal challenge of the Order.
5. Alcor specifically agrees to withdraw and release all objections to the change in beneficiary designation on that certain AXA Equitable Annuity Contract # 303651645 (the "Annuity"), including but not limited to the designation signed by the Decedent on February 7, 2010, and agrees to not pursue any future claims regarding the Annuity. Alcor further agrees to release any current or future claim that it may have to the proceeds of the Annuity.
6. The parties agree that neither they nor their representatives, successors, or assigns will attempt to assert any other claims against each other with respect to matters which are the subject of this Agreement, or which may logically follow from this Agreement, including but not limited to claims for emotional distress, negligent infliction of emotional distress, mishandling of a corpse, statutory claims, or any other claims which may exist now or in the future.
7. Each of the parties agrees to be responsible for payment of her or its respective attorneys' fees and costs of any kind which they have incurred or will incur in the future with respect to this legal proceeding, the Order, this Agreement, the disposition of the Decedent's remains, and including, without limitation, the final disposition and/or the preservation of the Decedent's remains. However, in the event any party attempts to enforce an obligation or condition of this Agreement against any other party to this agreement, then the prevailing party(ies) shall be entitled to recover from the non-prevailing party(ies) the attorney fees and costs reasonably incurred in such enforcement or defense.

MUTUAL WAIVER AND RELEASE

8. The parties hereby forever release and discharge each other and their respective successors, assignees, affiliates, subsidiaries, officers, directors, shareholders, managers, members, employees, agents, attorneys, insurers and representatives from any and all causes of action, actions, suits, judgments, liens, damages, losses, claims, attorneys fees, liabilities and demands of any nature and kind whatsoever, in law, equity or by statute, whether known or unknown, whether now existing or in the future arising from actions or matters through the date hereof, for any matter associated with the Decedent's remains, including but not limited to those related to or arising out of the claims preceding the Order and/or any claims that were raised or could have been raised prior to the Order. The parties expressly understand and agree that this Agreement is given in full accord and satisfaction of disputed claims. Nothing in this Agreement shall be implied to mean that any party is agreeing to indemnify any other party for wrongful conduct. No such indemnity is expressed or implied by this Agreement.
9. In the event of any dispute arising out of or relating to this Agreement, the parties hereby agree to submit to the exclusive jurisdiction of this Court, and the parties hereby waive any objection to the jurisdiction of this Court for any such suit. The parties also agree that any dispute arising from this Agreement shall be brought in this Court and shall be determined under Colorado law without regard to conflict of laws provisions.

GENERAL PROVISIONS

10. It is the intention of all parties and their counsel that the dignity of the deceased shall be respected. In light of the fact that Alcor will be taking possession of Mary Robbins's entire remains according to the provisions of this Agreement, no party to this Agreement, or their counsel, shall publicly represent that Alcor is taking possession of any parts of her remains or anything less than the entire remains. Nor shall any party or counsel represent that Alcor's handling of the remains is improper or undignified. Provided such disclosure is consistent with the above, the parties and counsel may disclose that non-cryopreserved remains will be cremated in Arizona and returned to the family for disposition in accordance with the wishes of Mary Robbins.

11. The parties state and acknowledge that this Agreement has been entered into voluntarily. All parties have had the opportunity to consult with counsel or have waived their right to do so. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or digital copy of a signature on this Agreement shall be acceptable as and deemed to be an original signature.

ALCOR LIFE EXTENSION FOUNDATION INC.

By: Jennifer Chapman, Executive Director

Date: _____

THE ESTATE OF MARY ROBBINS

By: Darlene Robbins, Personal Representative

Date: _____

Darlene Robbins

Date: _____

Jeanette Beaubien

Date: _____

Lisa Claxton

Date: _____

Kenneth Robbins

Date: _____

APPROVED AS TO FORM:

By: _____

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By: _____

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