



7895 East Acoma Drive, Suite 110  
Scottsdale, AZ 85260-6916

## PREPAYMENT AGREEMENT ADDENDUM TO CRYOPRESERVATION AGREEMENT

This Prepayment Agreement is understood to be a part of the Cryopreservation Agreement between «**FNAME**» «**MNAME**» «**LNAME**» of «**ADDR1**», «**CITY**», «**STATE**» «**ZIP**» (the Member) and the Alcor Life Extension Foundation (Alcor), signed by the Member on \_\_\_\_\_ (date of Cryopreservation Agreement).

This Prepayment Agreement details specific arrangements made by the Member, concerning the Member's Cryopreservation Fund and Section IV, "Cryopreservation Not Possible." of the Member's Attachment 1.

1. The Member has agreed to prepay the Member's cryopreservation by providing \$ \_\_\_\_\_ to Alcor in cash, marketable securities, or other financial instruments. If prepayment is made in marketable securities, the Member acknowledges that Alcor has the right to liquidate the marketable securities upon receipt. If the liquidation value of the marketable securities on the date said marketable securities are received into Alcor's brokerage account does not meet the required Cryopreservation Funding Minimum, the Member will provide Alcor with additional Cryopreservation Funds to meet the required Cryopreservation Funding Minimum within thirty (30) days. Until the additional funds are received, the application will be placed on hold.

2. The Member acting in propria persona and not by an attorney, agent, or other legal representative of any kind or nature may at any time cancel this Prepayment Agreement by sending a cancellation request by registered mail, signed by the Member and two witnesses, stating his/her intention to cancel, to the Board of Directors of Alcor. The witnesses shall state under penalty of perjury that 1) to the best of their knowledge the Member is mentally competent and is not acting under undue influence or coercion, and 2) the witnesses have no financial interest or expectancy, present or contingent, in the estate of the Member or in any funds provided for the cryopreservation of the Member. If the Prepayment Agreement is cancelled, the Member's membership will automatically be cancelled unless the Member provides proof that an alternative Cryopreservation Fund is in place prior to canceling his/her Prepayment Agreement. If this Prepayment Agreement is cancelled, Alcor shall, within fourteen (14) working days of cancellation, return the initial cash prepayment and/or an amount equivalent to the cash value of the marketable securities as of the date said marketable securities were received into Alcor's brokerage account (regardless of the value of the securities at the time the prepayment is cancelled), to the Member or the Member's appointed representative, less any past due balances. Any undistributed interest in the account at the time this Prepayment Agreement is cancelled by the Member shall be distributed in accordance with the Member's selection below, less the stated administrative fee.

3. Cash prepayments and/or proceeds from liquidated securities will be held in a government-insured account for use for the cryopreservation of the Member. Interest generated

by this account may be considered an unqualified gift to Alcor and used as a tax deduction by the Member, or the interest can be returned to the Member as personal income, subject to both federal and state taxes. In any event, the greater of one hundred dollars (\$100.00) per year or two percent (2%) of the annual interest generated in the account will be retained by Alcor as an unqualified gift to cover administrative fees for maintaining the account. If the Member elects to have any interest earned on the Cryopreservation Fund returned as personal income, distribution of interest, less administrative fees, will be made on an annual, year-end basis.

Initial one:            \_\_\_\_\_ Unqualified Gift            \_\_\_\_\_ Personal Income

Upon the legal death and cryopreservation of the Member, the Cryopreservation Fund shall become an irrevocable donation to Alcor, except in the circumstances detailed below.

4. In the event that the Member should die under circumstances that make it impossible to place him/her into cryopreservation, Alcor will retain from the Member's Cryopreservation Fund the amount necessary to pay for expenses incurred in an unsuccessful attempt to locate or recover the Member's human remains. Furthermore, Alcor will distribute the remainder of the Cryopreservation Fund according to Section IV, "Cryopreservation Not Possible." of the Member's Attachment 1.

5. This Prepayment Agreement shall be construed according to the laws of the State of Arizona.

6. As to resolution of disputes: Any controversy or claim arising out of or relating to this Prepayment Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with The Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award entered by the arbitrator(s) may be entered and enforced by any court having jurisdiction thereof. Additionally, the parties intend that the arbitrators have the power to issue any provisional relief appropriate to the circumstances, including but not limited to: temporary restraining orders, injunctions and attachments. The parties intend that this agreement to arbitrate be irrevocable, and agree that either party is entitled to injunctive relief to quash litigation by the other party which breaches this agreement.

**SIGNATURE OF MEMBER**

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. These are your decisions concerning your cryopreservation.
2. Any decisions not made herein by you will revert to Alcor's stated defaults.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_\ \ \_\_\_\_\_ \ 20\_\_\_\_\_  
Month      Day              Year

\_\_\_\_\_(a.m./p.m.)  
Time

**WITNESSES:** Two (2) witnesses are required to sign in the presence of each other and the Member. At the time of signing, witnesses must not be relatives of the Member, health care providers of any kind, or officers, directors, or agents of Alcor.

YOUR SIGNATURE AS WITNESS CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. The Member has represented to you that he/she understands and agrees to the purposes and terms of this document.

2. The Member has declared to you that cryopreservation is his/her last wish as to the disposition of his/her body and person after legal death.

WITNESSED ON (MM\DD\YY) \_\_\_\_\_ \ \_\_\_\_\_ \ 20\_\_\_\_ TIME \_\_\_\_\_ (a.m.\p.m.)

1. Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Social Security # (optional) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

2. Signature \_\_\_\_\_  
Printed \_\_\_\_\_  
Social Security # (optional) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**SIGNATURES FOR ALCOR:** THE UNDERSIGNED, ACTING BY AND FOR THE BOARD OF DIRECTORS OF THE ALCOR LIFE EXTENSION FOUNDATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, HEREBY APPROVE THIS AGREEMENT.

Seal

\_\_\_\_\_  
Jennifer Chapman, Executive Director

\_\_\_\_\_  
Member, Board of Directors