

Overview of the Alcor Model Revocable Asset Preservation Trust

Neither this Overview nor the accompanying Model Trust provides legal or tax advice. You should consult with your lawyer or tax attorney to determine the legal or tax consequences of any Trust, including any Trust derived in whole or in part from the Alcor Model Trust, and to determine if any such Trust is suitable to your particular needs.

Introduction

For decades, Alcor members have wanted to keep their assets after they are cryopreserved so that when they wake up in the future they will not only be alive but even have some money to help them better enjoy their future life. While a few wealthy Alcor members have already done this, the rest of us are not so fortunate.

Alcor created the Alcor Model Revocable Asset Preservation Trust so that Alcor members could have a model Trust that they could take to their estate planner, financial planner or attorney who could then customize it for their particular needs.

This document provides an overview of the Alcor Model Revocable Asset Preservation Trust. This overview is intended to be easy to understand rather than legally precise, so you should not depend on it for any legal purpose. It is not intended to, does not, and cannot provide legal or tax advice. You should discuss the particular provisions of your Trust with your estate planner, financial planner or attorney to determine its applicability to your situation.

Copies of the “Alcor Model Revocable Asset Preservation Trust” are available at no charge from Alcor on request. Contact information is available from our website at www.alcor.org. Be sure to include your name and email address. We normally email a copy to you in Microsoft Word “doc” format.

Estate Planning

Estate planning involves many complex issues, including the potential tax impact of the proposed plan, how the plan should deal with a wide range of possible (and sometimes non-obvious) future conditions, interactions with the many applicable and potentially applicable rules and regulations, your possibly changing needs and wishes, and other issues. For these and other reasons, this Model Trust should not be used except in consultation with a qualified estate planner, financial planner or lawyer.

Revocability

The Alcor Model Revocable Asset Preservation Trust is, as its name implies, revocable. During your lifetime it can be modified or replaced and assets can be added to or removed from it. Following your legal death it becomes irrevocable, after which it cannot be changed and any additions or withdrawals can only take place in accordance with the terms of the Trust. You and your attorney must be careful to insure that the Trust, in conjunction with the rest of your estate plan, will serve your needs.

Purpose

Article Two of the Model Trust gives its primary purpose – the management and long term growth of the Trust assets, and their return to you when you are revived. While the Model Trust also has secondary purposes that are implicit in the various Articles of the Trust, they are secondary and not primary.

The Trustee, Trust Advisors, and Alcor

The Model Trust has a Trustee – initially you but eventually the institution that actually holds the money – and three Trust Advisors. The Trust Advisors don't actually handle Trust assets, but after you are legally dead they oversee the Trustee – who does. If, for whatever reason, they think the Trustee isn't doing a good job they can select a new Trustee and have the funds transferred to that new Trustee. You appoint two of the initial three Trust Advisors, and Alcor appoints the third and subsequent Trust Advisors. This means that Trust Advisors can continue to be appointed and look after the Trust far into the future. You should discuss what you want your Trust to accomplish with the two Trust Advisors you appoint, so that your Trust can better carry out your wishes. You should be careful in selecting your Trust Advisors. Make sure that they are able to carry out their duties and that they understand that the responsibilities they have accepted are a serious obligation which should not be taken lightly. Alcor recommends against choosing Trust Advisors who think cryonics will not work. Trust Advisors who have made arrangements for their own cryopreservation are more likely to take your Trust and your intentions seriously. Alcor requires that your Trust Advisors sign a Relative's Affidavit. This is a standard Alcor form available on the Alcor web site which is typically signed by the relatives or close friends of an Alcor member. It says the signer has discussed your desire to be cryopreserved with you and will honor and support your wishes in this matter.

The Institutional Trustee

An important issue is the need to find a willing successor Trustee, presumably a company or institution willing to take over administration of the Trust upon your legal death. This institutional Trustee might ask that certain provisions be added to the Trust to make it compatible with their requirements. Article Sixteen of the Model Trust provides an illustration of the kind of language your institutional Trustee might seek to have added to your Trust. Your lawyer might modify or eliminate this Article depending on the requirements of your institutional Trustee (and might also change related Articles, such as Article Nine P). You and your attorney might need to negotiate with your institutional Trustee before agreeing on language that is mutually agreeable. The sections specific to your institutional Trustee are highlighted in blue.

Alcor requires that you send us a copy of the acceptance letter your institutional Trustee sent to you after they reviewed your Trust and accepted it.

Distribution of Funds

The Model Trust assumes you are married and have children. It is not intended to provide the only means of support for your spouse and children following your legal death. The Model Trust can also provide some funding for your continued cryopreservation if, for some reason, Alcor is unable to do so; and also provides for the payment of various administrative fees and certain outstanding debts.

Supporting Alcor

Many people create Trusts that donate 5% annually to their favorite cause. When Eleanor Williams was diagnosed with terminal cancer she established a Trust that, following her cryopreservation in 2002, will continue to support Alcor for decades into the future. You should seriously consider a significant contribution to Alcor for several reasons, discussed below. The Model Trust lets you make an annual charitable donation to Alcor of any amount you desire.

Alcor, almost uniquely in the world, views your funds as being held in trust for your eventual revival. Alcor wants to make sure these funds are preserved both as a service to members and because many of the Alcor members making the decisions will also be using this mechanism to preserve their own funds.

If Alcor receives an annual donation it has an additional financial incentive to make sure your Trust is doing well, clearer legal standing to intervene if there are problems, and the financial ability to pay legal fees if required.

Once you have been cryopreserved you will have an even stronger personal interest in making sure the organization that is looking after you (Alcor) stays healthy. A steady income stream helps insure Alcor's long-term success, and a successful Alcor can better carry out its mission to preserve your life, the lives of your loved ones and friends, and the lives of the many people in the Alcor community.

Alcor will eventually need to revive you. While someone else might develop methods of reviving cryopreserved patients a more conservative assumption is that Alcor will have to carry out this task – and therefore will need to fund the necessary R&D as well as pay for the application of those methods to revive you and all the rest of our cryopreserved patients.

The Right Incentives

Another point that both you and your attorney should be acutely aware of is the fact that financial or other incentives to block your cryopreservation should be scrupulously avoided. Article Seven says what to do if your cryopreservation has failed. It gives Trust assets to your relatives only if they did not cause the failure of your cryopreservation. If your relatives benefit financially if your cryopreservation fails, then they have a financial motive to block your cryopreservation. This has proven to be a serious problem in a disturbing percentage of cases. It can be an even greater problem if your relatives are hostile or view cryonics as unworkable.

Revival

If you are successfully revived, the Model Trust returns your assets to you. The final determination that you have been successfully revived in the Model Trust is made by Alcor and the Trust Advisors. While it is possible to imagine many creative tests to decide if the revived “you” is really the same person as “you,” the method chosen in the Model Trust is to delegate this decision to the Trust Advisors and Alcor.

To provide an incentive to revive you sooner rather than later, the Model Trust lets you pick a percentage of the Trust Assets to be given to Alcor upon successful revival. Giving more to Alcor provides a greater

incentive to revive you sooner (and also provides more funds with which to carry out that revival), but also a greater incentive to try risky techniques that might not be fully proven. Giving less to Alcor creates less financial incentive to rush into a premature attempt to revive you, but also provides less incentive to revive you in the timeliest fashion. It is difficult to say exactly how large this incentive should be, or even whether there should be an incentive, but the Model Trust lets you decide how big an incentive you want to provide for a successful revival.

Jurisdiction

Another issue of considerable legal importance is the jurisdiction. While the Model Trust specifies Delaware as the jurisdiction, it also provides a means for the Trust Advisors to change jurisdictions. In addition, your institutional Trustee might want the right to select or change jurisdictions in the future. While it is clear that the jurisdiction should not have a rule against perpetuities it is difficult to say today what future choices of jurisdictions might prove best for the Trust. Your institutional Trustee will likely have an established office in some particular jurisdiction, and that jurisdiction can have an important impact on the Trust. As you seek possible institutional Trustees, you and your attorney should make sure you understand what jurisdiction they are currently located in and what jurisdiction they might wish to adopt in the future – to the extent that this is possible. You and your attorney might wish to negotiate the specific language governing the jurisdiction with your institutional Trustee.

Review by Alcor

Once you and your attorney have customized the Model Trust and created your own specific Trust you will need to submit a copy to Alcor for review (preferably in Word format). It is important to understand that this review by Alcor is not to insure that your purposes have been served – this is the responsibility of you and your attorney. The purpose of the Alcor review is to make sure that any changes you have made to the Model Trust do not expose Alcor to any risk.

More strongly, any comment by Alcor about the suitability of your Trust for your purposes would expose Alcor to legal liability if you were to depend on that comment and later circumstances made you (or other beneficiaries of the Trust) regret that. To best protect Alcor, we cannot advise you about the suitability of your Trust for your purposes – you really will have to rely on your own attorney for such advice. Alcor's review will be confined to the much narrower question of whether your Trust is acceptable to Alcor. If it is acceptable to Alcor, we will be glad to approve it – but without comment on its suitability for your purposes, or its tax or legal consequences.

The Model Trust specifies limited duties and obligations for Alcor and the Trust Advisors. This is intentional. If you submit a Trust which adds additional duties for either Alcor or the Trust Advisors that are not already explicitly described in the Model Trust your application will most likely be rejected. If there is some additional duty you none-the-less think would be appropriate to add, please contact us before proceeding.

Alcor requires payment of a \$500 administrative and processing fee before undertaking the review. If you do not provide a copy in Word format, the cost of the review might be higher. If you significantly change the formatting or non-substantive aspects of the Model Trust it is also likely to increase the cost of the

review. If the changes you make to the Model Trust are readily understandable it will simplify the review process. If the review is successful you will need to pay Alcor for the actual attorney's fees that Alcor paid to conduct the review in addition to the \$500 administrative fee that you paid Alcor.

For example, if you submit a Trust to Alcor along with the \$500 administrative and processing fee, and Alcor's attorney reviewing your Trust charged \$350 for the review (this \$350 fee is for purposes of this example only, and is unlikely to reflect or even approximate your actual fee), your total payments would be $\$500 + \$350 = \$850$.

After you have paid the actual attorney's fees and provided Alcor with a notarized copy of your final notarized Trust for final approval, Alcor will mail you a written acceptance letter.

We will notify you if we think the attorney's fees will exceed \$500. This might well happen, as we have not yet had much experience with these review costs. If this happens, we will request additional funds to cover the cost of our review. If Alcor's review is not successful (your Trust is not acceptable to Alcor) we will try to help you in deciding whether to (a) modify your Trust and try again or (b) ask for the return of your \$500 less any actual attorney's fees.

In the preceding example, if you submitted a Trust for review and Alcor's attorney charged \$350 but decided Alcor should not accept your Trust, you could withdraw your Trust and be refunded $\$500 - \$350 = \$150$. If you decided to try again later, you would again need to pay the \$500 administrative and processing fee.

You will need to provide a notarized copy of your final signed and notarized Trust to Alcor before Alcor can provide a final written statement to you that it has accepted your Trust. Please be aware that your Trust must continue to meet Alcor's acceptance criteria, which includes your continued membership in Alcor. Any change which might influence Alcor's decision should be brought to our attention.

Notarization

Once you have finalized your Trust you will need to have it notarized. Your attorney will have access to a notary. Notary services can also be found in the Yellow Pages. You need to provide a notarized copy of your notarized Trust to Alcor for final review and for our records. We would appreciate receiving both a written copy and the Word file which your attorney used to produce the final written copy.

Adding Assets to Your Trust

Don't forget to add assets to your Trust! Simply creating a Trust does not automatically add assets to it. You should systematically review your assets with your estate planner and decide which assets to include in your Trust and which assets to add by other means – for example, you could have your Will add assets to your Trust. Once you have decided which assets to include, you should list them. Include the names of any stocks, mutual funds, insurance companies, annuities, bank accounts and any other assets, and how they are currently titled. Make sure this list is included as part of your Trust. If you want a particular asset to be held by your Trust, you must also follow the procedure required by the financial institution or company that holds that asset. Contact your financial institutions to find out how to do this. Some types of

assets (such as real estate) have special rules. You should consult your attorney or tax advisor about which assets should be held by your Trust, how to make sure those assets have been transferred to your Trust, and the tax implications of that decision. Also be careful not to add assets that your institutional Trustee is not willing to manage – many institutional Trustees handle only certain types of assets. You will also want to consider whether the assets you add to your Trust will be valuable in the kind of future you expect to wake up in. Assets that might drop in value as technology advances might best be avoided. Historical examples like aluminum, which was more valuable than gold or platinum until the invention of the Hall–Héroult process in 1886, illustrate the problem. Long term investments expected to benefit from the kind of very advanced medical technology required to revive you might be a better choice.

Summary

You and your attorney will need to customize the Model Trust for your needs. You will have to negotiate a fee with your attorney for this service.

You will also need to find a successor Trustee willing to accept your Trust. Your Trust must specify the successor Trustee. You must provide contact information and evidence to Alcor that your successor Trustee is willing to accept your Trust. You can contact Alcor for further information about potential successor Trustees. Alcor requires that successor Trustees be stable institutions that have a demonstrated track record and significant assets under management.

After you and your attorney have completed preparation of your Trust, you must submit a copy to Alcor in Microsoft Word format for review, along with a processing fee of \$500. (Failure to submit a copy in Word format significantly increases the cost of Alcor’s review). If this submission is successful, you will need to pay our actual attorney’s fees required to review your Trust. You will also need to submit a notarized copy of your final signed and notarized Trust for our final approval. For how to proceed if the review exceeds \$500 or if your submission is not successful, see the section on “Review by Alcor”.

Once Alcor has received and approved a notarized copy of your final signed and notarized Trust, we will send you a signed statement accepting your Trust (subject to certain limitations – e.g., your Trust must continue to meet Alcor’s acceptance criteria).

While this summary describes the steps to be carried out in a sequential form, in practice the process might be more complex. Achieving simultaneous agreement among your attorney, your institutional Trustee, Alcor, your Trust Advisors, and possibly your beneficiaries might proceed in a fashion that is more simultaneous than sequential.

Conclusion

The Alcor Model Trust makes it easier for Alcor members to establish their own cryonics Trusts. The Model Trust answers the question of how to preserve your assets when you are legally dead. You should establish your Trust in conjunction with other estate planning documents (such as a will) and in consultation with your attorney, estate planner or financial planner. We hope that you find the Model Trust useful in your estate planning.

Trust Approval Application

Alcor members who want Alcor to carry out the duties of Alcor described herein should first contact Alcor to confirm that they understand all the procedures involved. After this, fill out this two page form, sign it, and submit it to Alcor along with a copy of your Trust in Word format (failure to submit a copy in Word format can increase Alcor's fee for reviewing your Trust) and a non refundable administrative and processing fee of \$500, payable via a check to Alcor Life Extension Foundation. You need not sign or notarize the copy you send for preliminary approval.

If Alcor approves your Trust, you will be asked to submit a notarized copy of the final signed and notarized Trust for our final approval. You will also need to submit Relative's Affidavits signed by (a) your Trust Advisors, (b) any individual beneficiaries, and (c) any individual successor Trustees named in the Trust. You will also need to pay Alcor's actual costs in reviewing your Trust (that is, you will need to pay the attorney's fee for our review of your Trust, in addition to the \$500 administrative and processing fee charged by Alcor). If we think the review costs are likely to exceed \$500 we will contact you to discuss payment.

Your Name: _____

Address: _____

City: _____ State: _____

Postal Code: _____ Country: _____

Telephone number: _____

Email: _____

Name of Successor Trustee: _____

Address: _____

City: _____ State: _____

Postal Code: _____ Country: _____

Telephone number: _____

Email: _____

Name of Attorney, Financial or Estate planner: _____

Address: _____

City: _____ State: _____

Postal Code: _____ Country: _____

Telephone number: _____

Email: _____

Name of TRUST ADVISOR ONE: _____

Address: _____

City: _____ State: _____

Postal Code: _____ Country: _____

Telephone number: _____

Email: _____

Name of TRUST ADVISOR TWO: _____

Address: _____

City: _____ State: _____

Postal Code: _____ Country: _____

Telephone number: _____

Email: _____

You certify that you have read and understood this Overview, and that you have consulted with your own legal and tax advisors in establishing your Trust and are not relying in any way upon Alcor for any legal or tax advice. You also certify that you understand that Alcor's review of your Trust is solely to insure that your Trust does not create any risk to Alcor – and that it is entirely your responsibility and the responsibility of your tax attorney, lawyer, estate planner and your other advisors to determine if your Trust serves your purposes.

Signed: _____ Date: _____

Mail or fax to: Alcor Life Extension Foundation, ATTN: TRUSTS, 7895 East Acoma Drive Suite 110, Scottsdale Arizona 85260. Phone: (480) 905-1906. Fax: (480) 922-9027.

Alcor Model Revocable Asset Preservation Trust

You should have a copy of the accompanying document titled *Overview of the Alcor Model Revocable Asset Preservation Trust* (the "Overview"). The Overview contains further information, qualifications and important disclaimers about the appropriate use of the Model Trust.

The purpose of the Alcor Model Trust is to provide a so-called "point of departure" or starting point (and no other basis) for you to create a trust in consultation with your own legal and tax advisors. Neither the Model Trust nor the Overview is intended to render legal or tax advice. You should contact your own professional legal and tax advisors in connection with creating any Trust, including any Trust based in whole or in part on the Alcor Model Trust.

NOTICE: This paragraph must be included verbatim and prominently displayed in any copy, partial copy, or work that uses or is derived from any part of, the Alcor Model Revocable Asset Preservation Trust (the "Model Trust"). Alcor Life Extension Foundation ("Alcor") makes the current version of the Model Trust available on request at no charge. Alcor makes no representations concerning the suitability of the Model Trust for any particular purpose. It is provided "as is" without express or implied warranty of any kind. Alcor's website is at www.alcor.org.

TRUST AGREEMENT

FOR THE

JOHN SMITH REVOCABLE CRYONICS TRUST

THIS TRUST AGREEMENT is made effective as of the ____ day of _____, 2011, by and between JOHN SMITH of CITY, STATE, as "Grantor" and as "Trustee."

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements herein contained, it is agreed between the Grantor and the Trustee as follows:

ARTICLE ONE
FAMILY, NAME OF TRUST

At the time of execution of this Agreement, the Grantor is married to NAME OF SPOUSE and he/she has NUMBER of children, whose names are NAMES. Any reference to “child,” or “children” or words of similar import shall mean exclusively these NUMBER children. Because the Grantor has provided primarily for his/her spouse and children outside of this Trust the Grantor is making limited provisions for his/her spouse and children herein. This Trust shall be called for purposes of title and beneficiary designation, JOHN SMITH, TRUSTEE, OF THE JOHN SMITH REVOCABLE CRYONICS TRUST, created U/A/D _____, 2011.

ARTICLE TWO
GENERAL PURPOSE OF TRUST

The Grantor intends to be placed in Biostasis via Cryopreservation at Alcor Life Extension Foundation. The Grantor’s Biostasis shall continue until he/she is revived successfully in good health and of sound mind to a condition as will allow him/her to be considered legally alive, functional, and independent (i.e., “Revival”). It is the Grantor’s intent in creating this Trust Agreement that the primary purpose of the Trust is to provide for the management and long term growth of the Trust assets upon Grantor’s legal death and until his/her Revival, and to return control of the Trust assets to Grantor upon Grantor’s Revival.

ARTICLE THREE
DUTIES OF ALCOR

[No substantive change or modification should be made to this ARTICLE without prior consultation with Alcor Life Extension Foundation. Changes to ARTICLE and section numbers as might be required for clerical purposes are acceptable.]

The Trust provisions of this ARTICLE THREE shall be applicable and shall supersede any contrary or conflicting provisions. The only duties or obligations of Alcor, its affiliates, officers or Directors with respect to this Trust are referenced in this ARTICLE THREE, lettered A through G. Alcor,

its affiliates, officers or Directors are not obligated to perform, and are relieved of any liability that might be created by this Trust for not performing, any duty or obligation called for by this Trust which is not enumerated in this ARTICLE THREE, lettered A through G. Nothing in this Trust obligates Alcor, its affiliates, officers or Directors to serve as Trustee, institutional Trustee, or Trust Advisor.

A. The term “Alcor” shall refer to Alcor Life Extension Foundation, its successors or assigns. If no such entities exist, then the term “Alcor” shall refer to any entity that has legal possession of Grantor’s human remains and which accepts the benefits, duties and obligations of Alcor as set forth in this Trust.

B. Grantor does hereby authorize and direct any entity ("Entity") which has any legal, moral or other rights with respect to Grantor's human remains to provide the fullest possible cooperation permissible under the law to Alcor, the Trust Advisors, and the Trustee in carrying out the purposes of this Trust. Without limitation, Grantor further authorizes and directs the Entity to make available to Alcor, the Trust Advisors and the Trustee, to the fullest extent legally possible, and by any legal mechanism feasible, any and all information relevant in any way to carrying out the purposes of this Trust.

C. Alcor will appoint Trust Advisors as called for by ARTICLE THIRTEEN.

D. Alcor will, following Grantor’s death, set the compensation (if any) of the Trust Advisors as called for by ARTICLE THIRTEEN C (2).

E. Alcor will consult with the Trust Advisor to determine if there is imminent risk of failure of Grantor’s Cryopreservation and, if so, further consult with the Trust Advisor to determine what Trust assets should be used to maintain Grantor in Biostasis, pursuant to ARTICLE SIX A (iv).

F. Alcor will consult with the Trust Advisor to decide if Grantor has achieved a successful Revival, if such decision is required by ARTICLE SIX B.

G. Alcor will consult with the Trust Advisor to determine if Grantor has no chance of being Revived, as required by ARTICLE SEVEN.

ARTICLE FOUR
TRUST FUND ASSETS

The Grantor has established this revocable trust to be the owner of all right, title and interest in such property which the Grantor may transfer to it, as set forth on Schedule A attached hereto. Such property, together with any other funds, property or policies of insurance that may from time to time be added hereto by the Grantor or any other person by gift, devise or bequest or purchased by the Trustee, hereinafter collectively referred to as the "Trust Fund," shall be held, administered and disposed of as set forth in this Agreement. Upon the contribution of assets to the Trust or the purchase by the Trustee of any assets, the Trustee shall be vested with all right, title and interest in and to each asset and shall be authorized and empowered to exercise and use, for the purposes of the Trust herein created, and as absolute owner of such assets, any such right, title or interest. The Trustee accepts this Trust in accordance with the terms and conditions set forth below.

The Grantor shall have the right, from time to time, without the consent of the Trustee or of anyone else -- (a) to change and successively change the beneficiary in any life insurance policies; (b) to exercise all options, elections, rights and privileges available under any of said policies; (c) to receive or obtain without accountability therefor all payments, loans, dividends, surrender values, or disability benefits secured or available under any of said policies; (d) to sell, assign, pledge, or hypothecate any of said policies; (e) to make payable to the Trustee additional cash, assets and insurance policies which shall be subject to all of the provisions of this Agreement; and (f) to terminate, revoke, alter, change or modify this Agreement as well as any alteration, modification or change hereafter made, in whole or in part, by an instrument (other than a will) signed by the Grantor and delivered to the Trustee, but provided, however, that the duties and responsibilities of the Trustee shall not be materially increased nor the Trustee's rate of compensation decreased without the Trustee's consent. The Grantor hereby authorizes the Trustee to execute, as beneficiary, any and all papers that may be necessary to enable the Grantor to exercise the rights and privileges reserved to the Grantor in this ARTICLE with respect to said policies of insurance, and whenever the Trustee, as beneficiary, shall execute any such papers at the request of the Grantor, the

Trustee shall not be liable to any person interested in the Trust Fund created hereunder for any diminution that may occur in the size of the Trust Fund by reason of such actions on the Trustee's part.

ARTICLE FIVE
DISTRIBUTIONS DURING GRANTOR'S LIFETIME

During the Grantor's lifetime, the Trust Fund shall be held by the Trustee in trust to invest and reinvest the same, with all the powers, authority and discretion hereinafter conferred upon the Trustee in this Trust (i) to pay all the net income arising therefrom to the Grantor in convenient installments or dispose of such net income in such other manner as the Grantor may direct, (ii) to pay and deliver to the Grantor all or so much of the principal thereof as the Grantor may, from time to time, request the Trustee to pay over and deliver to him/her, and (iii) in the event of the Grantor's inability to manage business or financial affairs, to pay or expend the net income and principal thereof for the support, maintenance, health and welfare of the Grantor and to discharge the obligations of the Grantor. For all purposes of this Agreement, no Trustee, beneficiary or other person interested in this trust shall have any obligation to inquire into or seek a judicial determination of the Grantor's ability to manage business or financial affairs. It may be assumed that the Grantor has that ability unless and until written notice to the contrary is received from the Grantor's physician.

ARTICLE SIX
DISTRIBUTIONS AFTER LEGAL DEATH

Upon the Grantor's legal death or Cryopreservation, the Trustee shall collect all proceeds due the Trust under the terms of any and all insurance policies subject to the terms of this Agreement, and shall accept any assets to which the Trustee may then be or may thereafter become entitled under the terms of the Grantor's Will or otherwise of which the Trustee has knowledge, and together with any cash and property held by the Trustee at the time of the Grantor's death, and all investments and reinvestment thereof, shall hold, administer and dispose of the same as set forth below. In the event that the cash and other liquid assets (i.e. marketable securities and the like) passing under the Grantor's Last Will and

Testament are not sufficient to pay all the Grantor's debts (exclusive of any mortgage or similar encumbrance on real property owned by the Grantor at his/her death), funeral expenses and expenses of last illness, Cryopreservation expenses, all cash legacies provided for in the Grantor's Will or any codicil thereto, all the costs of administration of the Grantor's estate, and all estate and inheritance taxes which are payable out of the estate passing under the Grantor's Last Will and Testament, then the Trustee is authorized to pay out of the Trust Fund to the Grantor's executor such amount as, when added to the cash and other liquid assets available to the Grantor's executor from property passing under his/her Will, will be sufficient to pay in full all such debts, expenses, legacies, costs and taxes. In determining the amount to be paid by the Trustee under the foregoing sentence, the Trustee may rely, and shall be fully protected in relying, upon the certificate of the Grantor's executor as to the amount which should be paid by the Trustee under the foregoing sentence and notwithstanding anything herein to the contrary, there shall be no obligation upon the Trustee to make any payment under the foregoing sentence after the Grantor's executor shall have certified to the Trustee that to the best of the executor's information, knowledge and belief all such debts, expenses, legacies, costs and taxes have been paid in full or after the Grantor's executor shall have filed the estate's final account for settlement. Notwithstanding these provisions, the Trustee shall segregate any sums received by the Trustee that are or may be exempt from federal estate tax and pay those sums to the Grantor's estate only after all other assets of the Trust Fund have been exhausted.

[Alcor has a separate model Revocable Cryopreservation Trust to provide the minimum cryopreservation funds required. See Alcor's web site at www.alcor.org/BecomeMember/sdfunding.htm for more information. The Revocable Cryopreservation Trust imposes additional reporting requirements on the Trustee to ensure that Alcor is informed if cryopreservation funding might not be available. This Model Asset Preservation Trust contains no such provisions, making it more acceptable to more Trustees, but unsuitable to Alcor as a means of meeting Alcor's required minimum funding.]

A. Following the Grantor's legal death or Cryopreservation, and until the Trust is terminated, the Trustee shall accumulate the net income and principal of the Trust Fund. The Trustee may accept any funds, property, policies of insurance or other assets that may from time to time be added hereto by any person or entity by gift, devise, bequest or by any legal means and add them to the Trust. The Trustee shall pay out of the Trust Fund the following:

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(i) Trust expenses, such as Trustee fees, Trust Advisor fees, legal fees for defending and protecting the Trust Fund, and all other necessary and appropriate Trust fees set forth in ARTICLE NINE.

(ii) A charitable contribution of _____ (____ %) annually to Alcor.

(iii) The greater of _____ percent (____%) of the Trust principal (the value determined as of December 31 of the previous year) or _____ dollars (\$_____) each year, to pay for the health, maintenance, support and education of the Grantor's spouse, children and their living issue without any requirement of equality of treatment;

However, the Trustee shall take into account the needs of the senior generation of the class under (iii) of beneficiaries before considering the needs of their issue. If no member of this class is alive, nor has been revived from Biostasis, then these funds will be retained by the Trust.

(iv) If there is imminent risk of failure of Grantor's Cryopreservation, then Trustee can spend up to at most _____ percent (____ %) of the Trust's principal annually as is needed to prevent or avoid said failure. Whether to spend funds under this ARTICLE SIX A (iv) shall be made by the unanimous decision of Alcor and the Trust Advisor, and the Trustee shall distribute such funds at their direction.

B. Upon the Grantor's Revival, Alcor shall receive a one-time charitable donation of _____ percent (____ %) of the Trust Principal and the Grantor shall have the right to terminate the Trust by delivering a written instrument to the Trustee demanding such termination. Upon such termination, the Trust Fund shall be distributed outright, free of trust, to the Grantor. If there is any confusion as to whether the Grantor has achieved a successful Revival, then the determination of Revival shall be made by the unanimous decision of Alcor and the Trust Advisor.

ARTICLE SEVEN
IMPOSSIBILITY

Grantor fully understands and intends that the Trust Advisor and Alcor will determine Grantor's chances of Revival based on their understandings and beliefs about the conditions under which Revival is feasible. Grantor further understands that their understandings and beliefs differ substantially from those of most legal, medical, and other authorities. Grantor does not want, desire or intend that the determination of his chances of being Revived be made by conventional legal or medical criteria.

[NOTE: if Grantor's spouse survives Grantor, e.g., Grantor dies in an airplane crash and his body is lost, but Grantor's spouse was at home and continues her life, then the following paragraph will not terminate the Trust but will continue the Trust in full force. The Trust will continue to pay for the health, maintenance, support and education of Grantor's spouse, children and their living issue as long as Grantor's spouse remains legally alive.]

If it is determined by unanimous agreement of the Trust Advisor and Alcor that the Grantor has no chance of being Revived ("Grantor's Biostasis has failed"); and Grantor's spouse (a) is legally dead or (b) is in Biostasis or (c) has been Revived from Biostasis; then the Trust Fund shall be distributed to the first qualified recipient on the following list:

1. Grantor's spouse, if legally alive; provided, however, that Grantor's spouse did not cause, conspire to cause, or contribute to; by either an act or by the omission of an act; the failure of Grantor's Biostasis.
2. GRANTOR'S SPOUSE'S REVOCABLE CRYONICS TRUST; provided, however, such Trust exists and that Grantor's spouse did not cause, conspire to cause, or contribute to; by either an act or by the omission of an act; the failure of Grantor's Biostasis.
3. A trust similar in purpose to that named in (2) above; provided, however, that Grantor's spouse did not cause, conspire to cause, or contribute to; by either an act or by the omission of an act; the failure of Grantor's Biostasis.

4. Grantor's then living lawful issue per stirpes; provided, however, that no distribution shall be made to any such living lawful issue that caused, conspired to cause, or contributed to; by either an act or by the omission of an act; the failure of Grantor's Biostasis.

5. Alcor for its general purposes.

6. One or more qualified charities under Code Sections 501(c)(3), 170(b)(1)(A) or (B), 170(c), 2055(a), and 2522(a) which, in the discretion of the Trust Advisors, have the same charitable purpose and mission as Alcor.

ARTICLE EIGHT CONTEST

If any beneficiary or any party to this Agreement contests the validity of this Trust or any provision of this Trust, or institutes or joins in (except as a party defendant) any proceeding to contest the validity of this Trust or to prevent any provision of this Trust from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits or amounts provided such beneficiary or party are revoked and such benefits or amounts shall be distributed under ARTICLE SEVEN above (provided that the beneficiary contesting under this ARTICLE EIGHT is not the beneficiary receiving distributions in ARTICLE SEVEN). Further, such contesting party shall be responsible for paying all attorneys' fees, and all court costs, fees, and expenses associated with such proceeding.

ARTICLE NINE POWERS OF TRUSTEE

In addition to those powers granted by law, Trustee is specifically authorized and empowered in its discretion, with the following powers:

A. To sell at public or private sale, exchange for like or unlike property, convey, lease for terms longer or shorter than the trust, and otherwise dispose of any or all property held hereunder, for such price and upon such terms and credits as it deems proper.

B. To invest in any kind of property, real, personal, or mixed, regardless of the laws governing investments by fiduciaries, without any duty to diversify investments.

C. To execute securities transactions, without necessity of providing written confirmation thereof to such advisor at the time of settlement, and to execute securities transactions through any brokerage service, whether discount or full service, at its normal rates of compensation, without diminution of compensation otherwise payable to Trustee, even if Grantor is serving as Trustee.

D. To vote directly or by proxy at any election or stockholders' meeting any shares of stock.

E. To participate in any plan or proceeding, including any voting trust plan for liquidating, protecting, or enforcing any interest in any property, or for reorganizing, consolidating, merging, or adjusting the finances of any corporation issuing any such interest; to accept in lieu thereof any new or substituted stocks, bonds, notes, or securities, whether of the same or of a different kind or class, or with different priorities, rights, or privileges; to pay any assessment or any expense incident thereto; and to do any other act or thing that it deems necessary or advisable in connection therewith.

F. To deposit, or arrange for the deposit of, securities at Depository Trust Company (DTC) and/or at any other securities depository or clearing corporation.

G. To make any division or distribution in cash or in kind, or partly in cash and partly in kind; to make reasonable valuations of the property so divided or distributed; and to elect to recognize taxable gain or loss resulting from a distribution. Trustee may consider the income tax basis of the property then available for division or distribution on a pro rata, asset-by-asset basis. Trustee shall not adjust the interest of any beneficiary as a result of any action taken or forborne under the provisions of this subsection G.

H. To litigate, submit to arbitration, compromise, or settle any claim in favor of or against any trust hereunder, and to execute all agreements, deeds, and releases necessary or proper in connection therewith.

I. To retain attorneys-at-law, accountants, investment counsel, agents, and other advisors without diminution of compensation otherwise payable to Trustee.

J. To pay the taxes and expenses of maintaining, repairing, improving, and insuring any real property held hereunder.

K. Except as otherwise provided, to determine whether receipts and disbursements, including its commissions, are allocable or chargeable to income or principal.

L. To receipt for the proceeds of any life insurance made payable to Trustee, to institute any suit or proceedings, and to take any action necessary to collect such proceeds. However, Trustee need not institute any suit or proceeding unless its expenses, including counsel fees and costs, are available in the trust fund or are advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

M. To divide any trust hereunder into separate trusts if the purposes for which the trust was created are better served thereby.

N. After the Grantor's death, the Trustee will have the power to merge any trust created under this Trust Agreement with one or more other trusts provided that the merger will be permitted only if (a) all merging trusts have substantially similar dispositive provisions, and (b) the dispositive provisions operate for the benefit of satisfying the Grantor's intent and the purpose of this Trust. The Trustee may also take advantage of any applicable state decanting statute to accomplish these same purposes.

O. If any Trust created by this Trust Agreement at any time holds any shares of the capital stock of a corporation then being taxed under Subchapter S of the Code then the Trustee, in the Trustee's sole discretion, may make any appropriate elections with respect to the Trust or any share of the Trust holding S Corporation Stock or divide the Trust or any share of the Trust into such number of separate Trusts as the Trustee may determine to be appropriate to preserve such election.

[The following item P is idiosyncratic to additions made for a particular successor Trustee. Your attorney might modify or eliminate it.]

P. Any Trustee serving hereunder may exercise any right or power and is afforded any protection granted to INSTITUTIONAL TRUSTEE by ARTICLE SIXTEEN, INSTITUTIONAL TRUSTEE ADMINISTRATIVE PROVISIONS. If the Trustee is not INSTITUTIONAL TRUSTEE then "The INSTITUTIONAL TRUSTEE Group, Inc" shall refer to such groups or organizations as bear a

similar relationship to Trustee as "The INSTITUTIONAL TRUSTEE Group, Inc " bears to INSTITUTIONAL TRUSTEE.

ARTICLE TEN
TRUSTEE COMPENSATION

Any individual Trustee serving hereunder shall be entitled to receive fair and reasonable compensation from the Trust Fund for services rendered from time to time, and to reimbursement of reasonable expenses incurred in connection with the performance of such services. Any corporate Trustee serving hereunder shall be entitled to receive compensation from the Trust Fund for the services which it renders from time to time, which compensation shall be at the rate at which it is willing to render similar services to others at the time such services are rendered, as evidenced by its published schedule of fees in effect at the particular time.

ARTICLE ELEVEN
TRUSTEE BOND, SECURITY

No Trustee serving hereunder shall be required to furnish any bond or other security in any jurisdiction for the performance of duties in such capacity.

ARTICLE TWELVE
TRUSTEE SUCCESSION

- A. Upon the Grantor's death or incapacity, INSTITUTIONAL TRUSTEE is appointed Trustee.
- B. Any Trustee serving hereunder shall have the power to resign at any time upon the giving of thirty (30) days prior written notice to the Grantor, if living, or after the Grantor's death, to the Trust Advisor. If INSTITUTIONAL TRUSTEE or any Trustee is unable or unwilling to serve, then within thirty (30) days of the receipt by the Grantor or the Trust Advisor as the case may be, of a Trustee's written notice of resignation, the Grantor if living or Trust Advisor shall appoint, and have in place, a willing replacement institutional fiduciary Trustee that is dedicated to accomplishing the Grantor's

objectives and the terms of this Trust Agreement. Other than the Grantor, there shall always be an institutional Trustee serving hereunder with assets similar in size and under management as the Trustee being replaced. Such appointment shall be made by written instrument executed by the Grantor or Trust Advisor and the replacement institutional Trustee. Successor Trustees shall be vested with full power and authority upon the written acceptance of the Trusteeship and without further formality. Successor Trustees shall have all the powers and authority of the Trustee succeeded. No successor Trustee shall be responsible for, or be required to inquire into, the actions or omissions of any predecessor Trustee, and no Trustee shall be required to file accountings with a public official.

C. Any Trustee serving hereunder is authorized to delegate to any other Trustee serving hereunder the exercise of any or all powers, discretionary or otherwise, and to revoke any such delegation at will. The delegation of any such power, and also the revocation of any such delegation, shall be evidenced by an instrument in writing executed, acknowledged and delivered to the other Trustee or Trustees. So long as any such delegation is in effect, any of the powers, discretionary or otherwise, hereby granted and so delegated may be exercised and action may be taken by the other Trustee with the same force and effect as if the Trustee delegating such power had personally joined in the execution of such power and the taking of such action. Further, the remaining Trustee shall be relieved of all liability with regard to all powers and responsibilities specifically delegated to a particular other Trustee.

D. Any successor to the Trustee resulting from corporate reorganization or merger shall become the successor Trustee of this trust without conveyance or transfer.

ARTICLE THIRTEEN TRUST ADVISOR

A. The general purpose of the “Trust Advisor” is to act in a fiduciary capacity to ensure that the Grantor’s intent as expressed herein is carried out when Grantor is no longer Trustee. The Trust Advisor shall be a committee of three persons (referred to singularly as “Trust Advisor”). Decisions of the Trust Advisor shall be made by majority vote. The Grantor names TRUST ADVISOR ONE and TRUST ADVISOR TWO as two members of the Trust Advisor. If TRUST ADVISOR ONE or TRUST

ADVISOR TWO is unable or unwilling to serve, the Grantor shall appoint a replacement Trust Advisor. The third Trust Advisor shall be appointed by Alcor. Upon the Grantor's death, as vacancies occur within the Trust Advisor, new Trust Advisors shall be appointed by Alcor. Trust Advisors appointed by Alcor shall have a term of three years or less; except that Trust Advisors whose term has expired can continue to serve until a successor has been appointed and accepted. The then serving Trustee and Trust Advisors shall be notified in writing of any such appointment.

B. The Trust Advisor general powers include:

(1) To ensure that the Grantor is placed into Biostasis in a manner that is in accordance with his/her wishes.

(2) To ensure that the Grantor is maintained in Biostasis.

(3) To ensure that the Grantor is revived from Biostasis.

C. The Trust Advisor specific powers shall include the following:

(1) Subsequent to the legal death of the Grantor and prior to termination of this Trust, the Trust Advisor may (i) remove any Trustee hereunder, with or without cause, (ii) designate a qualified institution as set forth in ARTICLE TWELVE to succeed the Trustee so removed, and (iii) designate a qualified institution as set forth in ARTICLE TWELVE to succeed a Trustee that has resigned or otherwise fails or ceases to serve as Trustee. Each such removal and/or designation shall be made by a duly acknowledged instrument executed in multiple copies, one delivered to the institution or person so removed, one delivered to the newly named Trustee and one delivered to Alcor. Any designated successor Trustee shall qualify by a duly acknowledged acceptance of this Trust.

(2) Upon the Grantor's death, Alcor shall set the compensation (if any) of the Trust Advisor. Such compensation shall not be unreasonable.

(3) The Trust Advisor shall have the power to determine and change the domiciliary situs of this Trust, from time to time, and to cause Trust assets to be transferred, wholly or partially, to any location, all as the Trust Advisor considers appropriate and reasonable to carry out the Grantors' intent,

and as a result of any such situs change, to select that the law of such other jurisdiction shall govern such Trust to the extent necessary or appropriate.

(4) No bond or other security shall be exacted or required by any Trust Advisor serving hereunder. Except for willful action or willful omission or gross negligence, the Trust Advisor shall not be liable for any act, omission, loss, damage or expense arising out of the administration of this Trust, including, without limitation, the investment and reinvestment of the Trust Estate. No Trust Advisor shall be responsible for the acts or omission of any predecessor or successor Trust Advisor.

(5) With respect to any provision in this Trust Agreement that requires the Trustee to take the written direction of the Grantor or the Trust Advisor with respect to any action or prohibits the Trustee from acting without the written direction of the Grantor or the Trust Advisor, it is the Grantor's intent to create a "directed trust" with respect to those actions. In this regard, the Trustee shall not be liable for (i) any act or failure to act by the Grantor or Trust Advisor, (ii) acting or ceasing to act at the direction of the Grantor or Trust Advisor with respect to the Trust's implementation of any such direction, or (iii) any loss resulting from any action taken or not taken by the Grantor, the Grantor's spouse or Legal Counsel or taken by the Trustee in accordance with such directions. It is the Grantor's intention that the Trustee shall be protected to the full extent permitted by law, and specifically permitted by 12 Del. C. §3313, and shall be liable only for its willful misconduct. In accordance with 12 Del. C. §3302(d), the Trustee shall have no liability under this Agreement to any trust beneficiary or any other person whose interest arises under this Agreement for the Trustee's good faith reliance on the foregoing provisions. All directions of the Grantor or the Trust Advisor shall be communicated to the Trustee in writing. The Trustee shall be entitled to rely conclusively on each such writing as a direction of the Grantor or Trust Advisor without further inquiry, shall have no liability therefor and shall be indemnified by the Trust for any action taken or not taken in accordance with any such writing.

ARTICLE FOURTEEN
MISCELLANEOUS

A. Choice of Law: This Agreement shall be construed and regulated in all respects by the laws of the state of Delaware, or any subsequent chosen jurisdiction as selected by the Trust Advisor.

However, this Trust shall always be situated in a jurisdiction where there is no Rule Against Perpetuities.

B. Spendthrift Provision: During the continuation of all Trusts created in this Trust Agreement, no beneficiary will have the right to anticipate, alienate, or assign any interest, whether to income or principal, to which the beneficiary may be entitled under this Trust Agreement, unless such right expressly is conferred upon the beneficiary, nor will such interest be liable for the beneficiary's debts or be subject to attachment or garnishment by the beneficiary's creditors (including any government or subdivision or agency thereof). It is the Grantor's intent by this provision to create a spendthrift Trust to the fullest extent permitted by law.

C. Copies: There is only one signed original of this Trust Agreement. Anyone may rely on a copy of this Trust Agreement certified by a notary public or similar official to be a true copy of the signed original (and of any amendments) as if that copy were the signed original. Anyone may rely upon any statement of fact certified by the person who appears from the original document or a certified copy to be a Trustee.

D. Counterparts: The Grantor and the Trustee may execute this Agreement in one or more counterparts (including by means of facsimile), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE FIFTEEN
DEFINITIONS

A. Where appropriate, the masculine as used in this Trust Agreement shall include the feminine and neuter, the singular shall include the plural, and vice versa.

B. The term "Biostasis" shall mean arrest of biological activity. Cryopreservation is a form of Biostasis.

C. The term “Code” shall mean the Internal Revenue Code of 1986, as amended. References to sections and chapters of the Code include successor provisions thereto.

D. The terms “Human Cryopreservation” or “Cryopreservation” shall mean maintaining an individual who would today be classified as legally dead at extremely low temperatures in order to preserve the individual’s brain (and optionally body) so that it remains potentially viable for possible treatment by future medicine.

E. The term “Issue,” wherever used in this Trust Agreement, shall be construed to mean lineal or adopted descendants in the first, second, or any other degree of the ancestor designated.

F. The terms “Revival” or “Revived” shall mean the anticipated future processes of repairing individuals in Cryopreservation or other form of Biostasis to a condition as will allow them to be considered of good health, of sound mind, legally alive, functional, and independent.

G. The term “Grantor’s spouse” shall mean NAME OF SPOUSE.

H. The Grantor or Trustee is incapacitated or under a disability for purposes of ARTICLE TWELVE whenever the Trustee other than an incapacitated or disabled Trustee or, if there is no such Trustee, any person who would become successor Trustee on such determination of disability, receives written certification from two (2) physicians who have personally examined the Grantor or Trustee (as the case may be) that such person is legally alive, but has become so physically or mentally incapacitated, that he or she is unable to manage his or her own personal and financial affairs, regardless of cause and regardless of whether or not there has been any adjudication of incompetence, mental illness, or need for a committee, conservator, guardian, or other personal representative. The Grantor or a Trustee is recovered from his or her disability whenever the then-serving Trustee receives written certification from two (2) physicians who have personally examined such disabled person that he or she is legally alive, is no longer incapacitated, and is again able to manage his or her own personal and financial affairs. No Trustee is liable to anyone, including the Grantor, for not taking direction from the Grantor or any other person, if the Trustee relied in good faith on the physicians' certifications, and in such case of disability, made distributions for the benefit of the Grantor under conventional health, maintenance, education, and support

standards. No one else is liable to the Grantor or any other person for dealing with a Trustee other than the one removed for disability, if such removal was made upon good faith reliance on the physicians' certifications. The Grantor intends that the Trustee, the Trust Advisors, and Alcor shall have access to his/her individually identifiable health information, other medical records, or any other information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC §1320d and 45 CFR §160-164, in receiving such written certification.

I. The term "human remains" shall mean all or any part of a legally dead human being which includes at least some brain tissue. It shall also mean any human being in Biostasis.

[The following ARTICLE SIXTEEN was added to satisfy the requirements of a particular successor Trustee. Your attorney might modify or eliminate this ARTICLE either before or during negotiations with an alternative successor Trustee.]

ARTICLE SIXTEEN INSTITUTIONAL TRUSTEE ADMINISTRATIVE PROVISIONS

A. Service as trustee. Whenever INSTITUTIONAL TRUSTEE is serving as trustee of any trust established under this instrument (hereafter, "the Trust"), these provisions, lettered A through J, shall be applicable and shall supersede any contrary or conflicting provisions.

B. Affiliate dealings. Notwithstanding any rule of law against self-dealing, divided loyalty, or conflict of interest, INSTITUTIONAL TRUSTEE is specifically authorized to invest all or any portion of the Trust assets in mutual funds or other collective investment vehicles affiliated with The INSTITUTIONAL TRUSTEE Group, Inc., and to exercise all rights connected with the ownership of such investments. In addition, INSTITUTIONAL TRUSTEE is specifically authorized to engage affiliated entities to provide services to the trust, including, without limitation, brokerage, custodial, and agency services. INSTITUTIONAL TRUSTEE shall not be required to reimburse or credit to the Trust the cost of such services, value of any benefits, or compensation received by INSTITUTIONAL TRUSTEE or any of its affiliates in connection with such investments or services.

C. Administration of nonfinancial assets. INSTITUTIONAL TRUSTEE shall act primarily as trustee of assets traded on an established securities exchange. INSTITUTIONAL TRUSTEE shall not accept or be responsible for the administration, maintenance, disposition, or sale of real estate, business assets, tangible personal property, or any other nonfinancial assets not traded on an established securities exchange, unless expressly agreed to by INSTITUTIONAL TRUSTEE in a separate writing. Any Trust asset not accepted by INSTITUTIONAL TRUSTEE shall be administered in a separate share of the Trust by and in the sole discretion of the remaining co-trustee(s), or, if there is no co-trustee, then serving, by a trustee who shall be appointed in the following order: (i) as set forth in the Trust instrument for filling a vacancy in the office of trustee, (ii) as unanimously agreed to by the sui juris current eligible income beneficiaries of the Trust, or (iii) as set forth in state law. Any person or organization may be appointed as trustee pursuant to this paragraph, notwithstanding any contrary provision in the Trust instrument.

D. Investment responsibility. INSTITUTIONAL TRUSTEE shall have the sole authority and responsibility for the investment and reinvestment of the Trust's financial assets and the voting of any proxies and/or execution of any corporate actions related to such assets.

E. Situs and governing law. The situs of the Trust shall be the county and state in which the INSTITUTIONAL TRUSTEE office administering the Trust is located, and questions relating to the investment or administration of Trust assets shall be governed by the laws of that state. Questions relating to the validity of the Trust or to the meaning and effect of its dispositive terms shall be governed by the law of the state specified in the Trust instrument, or, if no state is specified, by the laws of the state where the Trust is situated. INSTITUTIONAL TRUSTEE, without approval of any court, shall have the power, but not the duty, exercisable upon notice to the current beneficiaries, to change the situs of the Trust at any time and from time to time, provided that any such change does not frustrate a material purpose of the Trust.

F. Accountings. INSTITUTIONAL TRUSTEE may satisfy any reporting and accounting requirements set forth in the Trust with its customary periodic account statements.

G. Actions of predecessor trustees. INSTITUTIONAL TRUSTEE shall have no duty to investigate the acts or omissions of any predecessor trustee. INSTITUTIONAL TRUSTEE shall not be liable for its decision to investigate or not investigate any predecessor trustee's administration of the Trust or for the acts or omissions of any predecessor trustee whether known or unknown to INSTITUTIONAL TRUSTEE. The current investment statements of a predecessor trustee shall constitute an accurate accounting of the principal and income of the Trust.

H. Right to resign. INSTITUTIONAL TRUSTEE is authorized, without court approval, to resign or transfer the trusteeship to a trust company affiliated with INSTITUTIONAL TRUSTEE or the INSTITUTIONAL TRUSTEE Group, Inc., at any time.

I. Nonjudicial agreements. INSTITUTIONAL TRUSTEE is authorized, without court approval, to enter into binding agreements with the beneficiaries and co-trustees with respect to any matter involving the administration of the Trust, provided that any such agreement does not frustrate a material purpose of the Trust or violate state law.

J. Compensation. INSTITUTIONAL TRUSTEE shall be entitled to receive (a) compensation for its services in accordance with its schedule of fees in effect from time to time, without reduction for any other fees or compensation paid to INSTITUTIONAL TRUSTEE or its affiliates, and (b) reimbursement for expenses properly incurred in the administration of the Trust, including, but not limited to, accounting and attorney fees.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, I hereby affix my signature to this instrument as the GRANTOR and TRUSTEE effective as of the day and year first written above.

JOHN SMITH, as Grantor and Trustee

STATE OF _____

CITY/COUNTY OF _____

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that JOHN SMITH, personally known to me to be (or satisfactorily proven to be) the person whose name is signed to the foregoing Revocable Trust Agreement, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2011.

NOTARY PUBLIC (SEAL)

My Commission Expires: _____

Registration No. (if applicable): _____

SCHEDULE A

JOHN SMITH REVOCABLE CRYONICS TRUST

Initial cash contribution to the Trust in the amount of \$ _____, dated
_____, 2011.

JOHN SMITH, Grantor

**JOHN SMITH REVOCABLE CRYONICS TRUST
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