

THE _____ REVOCABLE SUSPENSION TRUST

PARTIES: "SETTLOR" _____
"TRUSTEE" Colonial Trust Company

DATE: _____, 2____

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SAMPLE

THE _____ REVOCABLE SUSPENSION TRUST

PARTIES: "SETTLOR" _____
"TRUSTEE" Colonial Trust Company

DATE: _____, 20____

RECITALS:

- A. The Settlor declares that _____ is a resident of, and domiciled in, the State of _____.
- B. Trustee shall be Colonial Trust Company.
- C. The trust shall be known as The _____ Revocable Suspension Trust.
- D. The purpose of the trust is to donate to 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"), an amount sufficient to offset the cost of being placed into biological stasis. Contact information for Alcor is set forth on Exhibit A attached hereto.

DEFINITIONS:

- E. Code. As used in this declaration, the term "Code" shall mean the Internal Revenue Code of 1986 as may from time to time be amended.
- F. Incapacity. As used in this declaration, the terms "incapacity" or "incapacitated" as applied to any person having an interest in this declaration shall mean that such person is impaired by reason of mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication or other cause, except minority, to the extent that, based solely on a determination made by two physicians unrelated to such person by blood or marriage, such person lacks sufficient understanding or capacity to make or communicate responsible decisions or is unable to properly manage his or her affairs. Trustee may rely upon written notice from such physicians of that determination.
- G. Trustee. The term "Trustee" as used herein shall mean any Trustee who is qualified and acting hereunder at any time and said term shall include the singular or plural as the case may be, and shall include any successor Trustee.

ARTICLE I

TRUST PURPOSE

The purpose of this trust is to donate, upon the Settlor's death, to Alcor an amount sufficient to offset the cost to place Settlor in biological stasis and to contribute to the

irrevocable Alcor Patient Care Trust, a copy of which is attached hereto as Exhibit B, an amount sufficient to maintain such biological stasis, pursuant to and in accordance with the terms of that certain Application for Membership between the Settlor and Alcor, dated _____, _____, as may be amended (the "Membership Application"), attached hereto as Exhibit C, and that certain Cryonic Suspension Agreement between the Settlor and Alcor, dated _____, _____, as may be amended (the "Suspension Agreement"), attached hereto as Exhibit D. Assets in the trust in excess of those required to be paid to Alcor and the Alcor Patient Care Trust are to be paid into those funds, endowments, trusts, investments and other financial accounts in accordance with the terms of the Membership Application and the Suspension Agreement.

ARTICLE II

FUNDING OF THE TRUST

2.1 The Trust Estate. The Settlor transfers to the Trustee all property listed on Schedule A attached hereto which is the Settlor's sole and separate property. If life insurance or other contracts are listed on Schedule A, the Settlor has transferred or will transfer ownership of such policies and contracts, and has made or will make the proceeds of such policies and contracts payable, to the Trustee for the uses and purposes specified in this declaration. Subject to the restrictions on investment of the assets in the Trust set forth in Section 2 of that certain Funding Agreement between Settlor and Alcor attached hereto as Exhibit E (the "Funding Agreement"), all such property, together with any other property which may be added to this trust (the "Trust Estate"), shall be held, managed, invested and reinvested for the uses and purposes specified in this declaration and distributed to the designated beneficiary or beneficiaries according to the terms and conditions of the trust or separate trusts established by this declaration.

2.2 Additions to the Trust. The Settlor or any other person may transfer or devise property, or make the proceeds under policies of life insurance and employee benefit plans payable to the Trustee to be held under this declaration and may designate the trust to which the property or

proceeds shall be added. If the addition is made by will, the Trustee shall accept the statement of the personal representative that the assets delivered to the Trustee constitute all of the property to which the Trustee is entitled, without inquiring into the personal representative's administration or accounting.

ARTICLE III

POWERS RESERVED BY THE SETTLOR

3.1 Right to Amend or Revoke. The Settlor may at any time or times, after thirty (30) days written notice to Trustee, during the Settlor's lifetime, other than while Settlor is incapacitated, by instrument in writing and delivered to the Trustee, revoke this declaration in whole or in part. The trust property to which the revocation may relate shall be conveyed to the Settlor or otherwise as the Settlor directs. This power is personal to the Settlor and may not be exercised by the Settlor's personal representative or others. Upon Settlor's written notice to Trustee of Settlor's intent to revoke this declaration, Alcor's obligation to provide cryonic suspension services to Settlor, pursuant to any agreement, including but not limited to the Membership Application and Suspension Agreement, between Settlor and Alcor, will be immediately terminated without notice to Settlor unless Alcor has approved in writing an alternative funding arrangement. Upon Settlor's death or incapacity, this declaration and any trusts created under this declaration are irrevocable.

3.2 Rights Regarding Life Insurance. All rights under life insurance policies and other death benefit contracts, the proceeds of which are payable to the Trustee, are transferred to the Trustee as the named owner of record of such contracts. The right of any assignee of a contract, the proceeds of which are made payable to this trust, shall be inferior to the rights of the Trustee. If the Trustee surrenders any contract or changes the beneficiary of any contract to someone other than the Trustee, such action shall nullify the application of this declaration to such contract.

3.3 Powers Reserved Are Personal. Except as otherwise specifically provided herein, all rights or powers reserved by the Settlor in this article are personal to the Settlor, whether incapacitated or otherwise, and shall not be exercisable by any guardian, conservator or other personal representative.

ARTICLE IV

DIRECTIONS TO TRUSTEE

4.1 Notice to Alcor. The Trustee will orally notify Alcor immediately, and will notify Alcor in writing within five (5) calendar days, and provide a copy of any amendment thereto, of any change to this declaration, the Trust Estate or the administration of the trust, including but not limited to of any of the following:

- (a) Settlor's notice of intent to revoke, in whole or in part, the trust;
- (b) Settlor's revocation, in whole or in part, of the trust;
- (c) Fair market value of the Trust Estate is less than the Minimum Balance, as defined in the Funding Agreement;
- (d) Contest or challenge to the trust;
- (e) Notice of Trustee's intent to resign;
- (f) Resignation of the Trustee;
- (g) Appointment of an out of state Trustee;
- (h) Appointment of a successor Trustee;
- (i) Death or incapacity of the Settlor;
- (j) Any distribution of income or principal from the trust to any person or entity;
- (k) Trustee's determination that taxes, premiums, assessments or other liabilities or expenses should be paid from the Trust Estate;
- (l) Termination of the trust by any means;
- (m) Reformation or amendment to the trust;
- (n) Release or compromise of any insurance company from its liability under an insurance policy owned by, or designating the beneficiary as, the Trustee or the trust;

- (o) Severance of any provision of the trust; or
- (p) Any legal or administrative proceeding involving, directly or indirectly, the trust, the assets of the Trust Estate, Settlor's interest in the trust or Trustee in its capacity as trustee of the trust.

Upon such notice, 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 Membership Application and Suspension Agreement, between Settlor and Alcor, such that Alcor is no longer obligated to provide cryonic suspension services to Settlor. Alcor's obligation to provide cryonic suspension services to Settlor will terminate, without notice to Settlor, as of the date of such notice if Alcor determines that the subject of the notice is a breach of any of the agreements between Settlor and Alcor. Alcor shall give written notice to Trustee and Settlor of termination of Alcor's obligation to provide cryonic suspension services to Settlor within a reasonable time after such termination, however, such notice is merely administrative and does not alter Alcor's right to terminate its obligation to provide cryonic suspension services to Settlor prior to such notice.

4.2 Distributions Upon Settlor's Death. Upon the Settlor's death and in accordance with written directions from Alcor, the Trustee will distribute, assign or otherwise transfer the assets of the Trust Estate to Alcor, the Alcor Patient Care Trust and the funds, endowments, trusts and other financial accounts in accordance with the terms and conditions of the Membership Application and the Suspension Agreement. The written directions from Alcor shall reference the agreement, including the specific provision, between Settlor and Alcor supporting such direction to transfer the assets of the trust to the specified account. The trust shall terminate contemporaneously with the transfer of all of the assets of the Trust Estate to the designated trusts, funds, endowments and other financial accounts. After Settlor's death and subject to Alcor's written authorization to Trustee, no taxes, premiums, assessments or other liabilities or expenses of Settlor's estate, including the Trust, will be paid out of the Trust Estate. In the

event there is no Membership Application or Suspension Agreement in effect with Alcor at the time of Settlor's death, the Trustee will distribute, assign or otherwise transfer the entire interest and principal balance of the Trust Estate to Settlor or Settlor's estate unless designated otherwise on the following line: _____

ARTICLE V

INCOME AND PRINCIPAL DURING THE SETTLOR'S LIFETIME

5.1 Income and Principal. During the lifetime of the Settlor, the Trustee shall pay the income and principal from the Trust Estate as the Settlor may from time to time direct. Any tax liability related to the trust or the Trust Estate shall be taxable to the Settlor or Settlor's estate. Trustee may pay taxes, premiums, assessments or other liabilities or expenses from the Trust Estate only if (i) Settlor or Settlor's estate cannot or will not pay such taxes, premiums, assessments or other liabilities or expenses; (ii) Trustee reasonably concludes that payment of such taxes, premiums, assessments or other liabilities or expenses out of the Trust Estate is necessary to further the purposes of the trust; and (iii) Alcor gives written authorization to Trustee to pay such taxes, premiums, assessments or other liabilities or expenses from the Trust Estate.

5.2 Incapacity of Settlor. If at any time or times the Settlor is incapacitated (as hereinabove defined), the Trustee may not expend or otherwise encumber income or principal of the Trust Estate constituting the Minimum Balance, as set forth in the Funding Agreement, without Alcor's express written authorization. If at any time or times the Settlor is incapacitated and subject to the express written directions of Settlor's medical surrogate, as designated on Exhibit F attached hereto, the Trustee may expend income or principal of the Trust Estate not constituting the Minimum Balance, as set forth in the Funding Agreement, as the surrogate deems necessary or advisable to further the purposes of, and fulfill the obligations created by, the Membership Application and the Suspension Agreement.

ARTICLE VI

ADMINISTRATIVE PROVISIONS

6.1 Trustee's Powers. With respect to each trust created by this declaration and the property of each trust, and subject to the restrictions imposed by the Funding Agreement and the prudent investor standard generally imposed on such trustees, the Trustee shall have all powers given it by law and all powers which may be exercised by individuals owning similar property in their own right. Without restricting the generality of the foregoing, the following powers are set forth, by way of illustration of the extent of powers granted and not by way of limitation, to be exercised from time to time by the Trustee in its discretion:

- (a) To receive additions to any trusts established under this declaration from any source, and to administer such additions according to the terms of this declaration;
- (b) To retain indefinitely without liability for loss any property or interest in property received in kind by the Trustee as an addition to the Trust Estate regardless of degree of risk, effect on diversification or unproductivity of the asset;
- (c) To sell, exchange, lease, grant options to purchase and execute contracts concerning trust property for such consideration and upon such conditions and payment terms as the Trustee may determine without regard to the termination date of any trust;
- (d) To invest and reinvest trust funds from time to time in bonds, notes, debentures, corporate stocks of any class, trust interests, including common trust funds and investment trust shares, real estate or any other kind of real or personal property or business interest; to assign undivided interests in investments to any separate trusts or shares established by this declaration;
- (e) To hold securities in bearer form and to hold any property in its name as Trustee or in the name of a nominee without indication of any fiduciary relationship;
- (f) To participate in the management of business enterprises as stockholder, partner or principal; to participate in any organization or reorganization of a business enterprise committing, transferring or redeeming trust assets or funds for such purposes; to vote stock by proxy or otherwise; to deposit or transfer securities to protective or voting committees or similar bodies; and to exercise any options, execute any documents and delegate authority to act in its behalf in furtherance of any of these activities;
- (g) To operate, improve or develop real estate; to construct, alter, raze, or repair buildings or structures on real estate; to partition, subdivide, dedicate to public use, grant easements or other rights with respect to or otherwise deal with real estate;
- (h) To employ and compensate attorneys, accountants, brokers, agents and custodians;

- (i) To pay all costs and expenses of the trust and its property;
- (j) To arbitrate, settle, compromise, contest, foreclose, extend or abandon claims or demands in favor of or against the trust or its assets;
- (k) To borrow money from any lender, including a Trustee hereunder or a parent or affiliate company, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;
- (l) To allocate receipts and disbursements between principal and income on a reasonable basis in Trustee's sole discretion without regard to the Arizona principal and income statutes; to establish reserves out of income, if it sees fit, for depreciation of property, depletion of natural resources and anticipated expenses;
- (m) To enter into any transaction authorized by this Section 6.1 with trustees or personal representatives of other trusts or estates in which any beneficiary of this declaration has an interest or which by its terms distributes to any trust established by this declaration even though the Trustee also serves the other trust or estate in a fiduciary capacity; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes a large proportion of the balance of the Trust Estate, and to retain any such property or note as if it had been received in kind as an addition to the Trust Estate;
- (n) To purchase and own policies of life insurance on the life of any beneficiary under this declaration; to continue in effect or to terminate any life insurance policy; to pay premiums or charges on life insurance from income or principal and to exercise any and all settlement options, rights or incidents of ownership the Trustee may have over policies of life insurance, except that Trustee shall not terminate any life insurance policy, pay any premiums or charges on any life insurance policy, or exercise any settlement options on any life insurance policy without Alcor's express written authorization;
- (o) To determine the market value of any investment for any purpose on the basis of such quotations or information as the Trustee deems pertinent and reliable;
- (p) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;
- (q) To purchase annuities with such terms and provisions and from such firms or individuals, including a beneficiary hereunder, as the Trustee may determine, and to enter into split-dollar arrangements with any business in which the beneficiary may be an officer, director, shareholder, partner or employee;
- (r) To obtain the opinion or opinions of independent legal counsel as to the interpretation of the terms of this declaration and the administration of any trust hereunder, and Trustee shall incur no liability for its good faith reliance upon such opinion; and
- (s) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets,

and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Trustee pursuant to this subsection shall be subject to question by any beneficiary.

6.2 Trustee's Compensation. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust, and any Trustee shall receive reasonable compensation for its services in accordance with its schedule of fees in effect from time to time. There shall not be a termination fee charged by the Trustee.

6.3 Insurance Policies. With respect to any policy of life insurance owned by the trust or Trustee or under which the death benefits are made payable to the trust or the Trustee:

- (a) The Trustee as owner thereof reserves to the trust all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a Trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the Trustee, without any duty on the Trustee to see to its return, except that Trustee shall not change the beneficiary, pledge or assign the policy or its proceeds or withdraw the policy without Alcor's express written authorization.
- (b) The Settlor agrees to pay or see to the payment of premiums or assessments on the policy.
- (c) Upon the death of the insured thereunder the Trustee shall take such action as the Trustee deems best to collect the policy proceeds, paying the expense thereof from the Trust Estate, but the Trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee might thereby be subjected. Prior to Settlor's death or incapacity, the Trustee may release the insurance company from its liability under the policy and make any compromise which the Trustee deems proper.
- (d) The insurance company shall not take notice of the provisions of this declaration or see to the application of the policy proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this declaration.
- (e) The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person.

6.4 Trustee Succession.

- (a) The Trustee may resign as Trustee at any time after thirty (30) days written notice to Settlor and Alcor. If Trustee or any successor Trustee ceases to act as Trustee

hereunder for any reason, the successor Trustee will be appointed according to the following:

- (i) In the event the Settlor is not incapacitated and desires to name the successor Trustee, the Settlor will name the successor Trustee only after obtaining Alcor's written approval of such successor Trustee; or
 - (ii) In the event the Settlor is incapacitated or does not desire to appoint the successor Trustee, Alcor will appoint the successor Trustee.
- (b) During the time that a successor Trustee is acting hereunder Settlor, shall have the right at any time and from time to time, upon thirty (30) days advance written notice to such Trustee, to remove such Trustee, provided that Alcor gives its written approval of the successor Trustee and in such thirty (30) day advance written notice the Settlor shall designate the approved successor Trustee; provided, however, that any Trustee so removed shall be entitled to retain from the Trust Estate the fee for transfer of assets thereof according to the Trustee's published fee schedule then in effect. In the event Settlor dies or becomes incapacitated in the interim between the requisite notice and the effective date of the change in successor Trustee, the election to remove and change the successor Trustee will be null and void and the then acting successor Trustee shall continue to serve as Trustee until termination of the trust.
- (c) Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor.
- (d) Any successor Trustee must be a corporate trustee and no such successor Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.
- (e) For purposes of this section, the term "the trust" or "this trust" shall mean all trusts, cumulatively, established by this declaration, it being Settlor's intent that the same Trustee shall act as to all trusts created hereunder.

6.5 Trustee for Out of State Property. If for any reason the Trustee is unwilling or unable to act as to any property, such person or qualified corporation as the Trustee shall from time to time designate in writing shall act as special Trustee as to that property. Any person or corporation acting as special Trustee may resign at any time by written notice to the Trustee and Alcor. Each special Trustee shall have the powers granted to the Trustee by this declaration to be exercised only with the approval of the Trustee, to which the net income and the proceeds from the sale of any part or all of the property shall be remitted to be administered under this declaration.

6.6 Defense of Trustee. Notwithstanding any contrary provision in this declaration, in the event Trustee, in its capacity as trustee of any trust created by this declaration, is named in a legal proceeding, Trustee will not use, transfer, expend or otherwise encumber assets of the Trust Estate constituting the Minimum Balance, as set forth in the Funding Agreement, for the purpose of defending or otherwise responding to such proceeding without Alcor's express written authorization. In no event will Trustee use, transfer, expend or otherwise encumber any assets of the Trust Estate for the purpose of defending Trustee in any legal proceeding based on Trustee's gross negligence or fraudulent management or administration of any trust created by this declaration.

ARTICLE VII

GENERAL PROVISIONS

7.1 Settlor's Will. Should the trust estate consist in part of property received by the Trustee pursuant to the Settlor's last will, it is not the Settlor's intention to create a separate trust by such will, but to incorporate such property into the Trust Estate created by this instrument; nor is it the Settlor's intention to subject the trust property added to the Trust Estate by such will to the jurisdiction of any probate court, except to the extent required by law.

7.2 Third Persons Dealing with Trustee. Any Trustee, whether serving alone or as a co-Trustee, is authorized by itself, himself or herself to sign any documents or other written instruments of all types on behalf of the trust. No person dealing with a Trustee shall be obligated to inquire as to the powers of the Trustee or see to the application of any money or property delivered to the Trustee.

7.3 Contest. In the event any person or entity should directly or indirectly contest the terms of this declaration of trust or its validity, or the terms or validity of Settlor's will, then, notwithstanding anything herein contained to the contrary, such person or entity shall receive the sum of Ten Dollars (\$10.00) and no other benefit, interest or right pursuant to this declaration of trust and such individual shall be deemed to have predeceased the Settlor.

7.4 Severability. In the event any provision contained herein is deemed by a court of competent jurisdiction to be unenforceable, invalid, or illegal, such provision shall be deemed to be stricken and shall not affect the enforceability, validity, or legality of any other provision contained herein.

7.5 Reformation. In the event the validity of the trust is challenged, by claims of frustration of purpose, lack of proper formation or otherwise, the court will reform the trust to survive such challenge. Should the trust purpose require reformation, the court will reform the trust to have the purpose of furthering the purposes of, and fulfilling the obligations created by, the Membership Application, Suspension Agreement and the Funding Agreement, or purposes as close to such stated purposes as is practicable under the circumstances.

7.6 Termination. Should the trust terminate due to frustration of purpose, exhaustion of funds, court order, or where continuation is considered by the Trustee to be futile in fulfilling the trust purpose, or for some other reason, then the entire Trust Estate reverts to the Settlor's estate.

7.7 Filing Documents. This declaration may be filed or recorded in the office of any county recorder as Trustee may determine to be necessary or desirable. A Certificate of Trust Existence and Authority containing identical provisions of this declaration may be presented to any third party who may rely upon the terms and provisions of such certificate as being an exact duplicate of the terms and provisions contained in this declaration and as being in full force and effect.

7.8 Addendum. Any alteration, amendment or other change to this Agreement (any "addendum") must be in writing and set forth on an appropriately labeled addendum and attached hereto as Schedule B. If such addendum alters any substantive or procedural rights or obligations provided for in this Agreement, the addendum must specify the rights or obligations being altered by reference to all the relevant section(s) of this Agreement.

7.9 Gender. Words used herein, regardless of the number of genders specifically used, shall be deemed and construed to include any other number, singular or plural; and any other gender, masculine, feminine, or neuter, as the context requires.

7.10 Arbitration. Any dispute as to the interpretation of the terms of this agreement, the enforcement of its provisions or the administration of any trust created hereunder, brought by any person, shall at the election of the Trustee be submitted to binding arbitration in accordance with the rules of the American Arbitration Association as from time to time amended, and such arbitration action shall be instituted and prosecuted in the city and state wherein Trustee is domiciled or has its principal place of business. Any person which may institute an action in violation of the terms of this section, shall receive no further right, benefit or interest hereunder and shall be deemed to be deceased as of the date such action is commenced.

7.11 Governing Law. Generally, the law of the United States, and in particular the law of Arizona, shall govern the validity and interpretation of the provisions of this declaration.

IN WITNESS WHEREOF, the Settlor has signed this declaration the day and year first above written.

_____, Settlor

Social Security No.: _____

COLONIAL TRUST COMPANY

By: _____

Its: _____

SCHEDULE A
[TRUST PROPERTY]

Check Number

Routing Number \ Account No

Check Date

Check Amount

Paid to the order of:

SAMPLE

SCHEDULE B

[ADDENDUM TO TRUST AGREEMENT]

NO ADDENDUMS

SAMPLE

EXHIBIT A

[ALCOR CONTACT INFORMATION]

ADDRESS:

ALCOR LIFE EXTENSION FOUNDATION

7895 EAST ACOMA DRIVE, SUITE 110

SCOTTSDALE, AZ 85260-6916

PHONE:

BUSINESS LINE 1 480 905 1906

TOLL-FREE BUSINESS LINE 1 877 462 5267

EMERGENCY LINE 1 480 922 9013

TOLL-FREE EMERGENCY LINE 1 800 367 2228

CONTACT:

JENNIFER CHAPMAN, MEMBERSHIP ADMINISTRATOR (EXT. 113)

EXHIBIT B

[ALCOR IRREVOCABLE PATIENT TRUST]

SAMPLE

EXHIBIT C

[MEMBERSHIP APPLICATION]

SAMPLE

EXHIBIT D

[SUSPENSION AGREEMENT]

SAMPLE

EXHIBIT E

[FUNDING AGREEMENT]

SAMPLE

EXHIBIT F

[SURROGATE DESIGNATION]

NO SURROGATE DESIGNATIONS

SAMPLE