

# CRYONIC SUSPENSION AGREEMENT

This agreement is between XXXX whose address is YYYYYYYYYYYYYY (hereinafter referred to as the "Patient") and the CRYONICS INSTITUTE, a Michigan non-profit corporation, whose address is 24355 Sorrentino Court, Clinton Township, Michigan 48035 (hereinafter referred to as "CI").

## DEFINITIONS

- a. The "Patient" is the undersigned party to this Agreement, and shall include, as a subject of cryopreservation, the body of the undersigned after his/her legal death and shall include, for purposes of determining the liability of the undersigned after his/her legal death, the undersigned's heirs, estate and/or successors in interest.
- b. "Cryopreservation" (formerly called "Cryonic Suspension") is the process whereby:
  - i. After an individual's legal death, his/her body is cooled, using processes intended to preserve the flow of oxygenated blood during the early part of the cooling process, and to preserve the body from cooling damage, until the body has reached cryogenic temperature (below -100°C); and the body is then maintained at cryogenic temperature until such time as the individual's revival to life, the repair of his/her body's diseases and injuries and his/her rehabilitation into the then existing society are thought practical; and then such revival, repair and rehabilitation are attempted; or
  - ii. After an individual's legal death, his/her body is prepared, and then preserved, until such time as the individual's revival to life, repair of his/her body's diseases and injuries and his/her rehabilitation are thought practical, and then such revival, repair and rehabilitation are attempted; such preparation and preservation to be implemented by such methods as CI in its best judgement finds most suitable.
- c. "To Cryopreserve" is the verb referring to the creation of the state of cryopreservation.
- d. "Cryonic preparation" shall mean those processes used to render the Patient's body into a state suitable for long term preservation, and which may involve some of the processes indicated by paragraph b(i) above.
- e. The "Cryopreservation Fee" is the amount set forth in section 2a hereof.
- f. "Cryonic treatment" includes all processes and procedures incident to cryopreservation.
- g. Cryopreservation is "impractical" when in CI's best good faith judgement, the Patient's timely cryopreservation cannot be effected by CI within the economic constraints imposed by the Cryopreservation fee, or CI faces the significant possibility of substantial liability if it proceeds with the Patient's cryopreservation.

### **This Agreement is based on the following recitals:**

- A. The Patient, being of sound mind and will, desires in the event of his/her legal death to have his/her body preserved by the process known as cryopreservation, in the hope of possible treatment and revival at some time in the future.
- B. CI engages in the cryopreservation of individuals after their legal deaths in the hope of possible future treatment and revival.
- C. The Patient desires that CI cryopreserve the patient upon the patient's legal death, and thereafter

attempt to revive, repair and rehabilitate the Patient, according to the terms and conditions set forth herein, and CI is willing to do so.

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and adequacy of which are acknowledged herein, hereby agree that CI shall cryopreserve the Patient after the Patient's legal death, and that the Patient will make payment therefor, and that each of the parties shall perform such other tasks as may be required in connection therewith, in accordance with the terms and conditions set forth below.

## **1. CRYOPRESERVATION BY CI**

- a. CI shall use its best efforts to cryopreserve the Patient, using such methods (consistent with the economic constraints imposed by the amount of the Patient's Cryopreservation fee) as CI determines in its good faith judgment are most likely to result in the preservation of the Patient's body and most likely to preserve the Patient's potential to function on revival as a living human being.
- b. At such time that CI determines in its good faith judgment that the Patient can be satisfactorily revived and rehabilitated and that the patient's revival and rehabilitation are economically practical, CI shall use its best efforts to revive and rehabilitate the patient.
- c. Notwithstanding the foregoing, CI's obligations under this Agreement shall at all times be limited by each of the following factors:
  - i. CI shall not be responsible for cryopreserving the Patient except in Clinton Township, Michigan (or such other location at which CI possesses facilities and equipment suitable for cryonically preparing the Patient). The responsibility for transporting the Patient's body to Clinton Township, Michigan, or other such location as indicated by CI, shall rest with the Patient, and not CI. CI may, in its sole discretion, aid in such transportation, upon payment of a reasonable fee requested by CI therefor.
  - ii. The effectiveness of the Patient's cryopreservation may depend upon the speed with which cryonic preparation of the Patient is begun after the Patient's legal death. CI shall not be responsible for any problems relating to a the Patient's cryonic preparation resulting in whole or in part from
    - A. the unavailability of personnel, chemicals, and equipment;
    - B. the lack of timely notice to CI of the Patient's legal death, impending legal death or serious illness or injury; or
    - C. the Patient's distance from Clinton Township, Michigan (or other such location at which CI possesses facilities and equipment suitable for cryonically preparing the Patient) and the legal, technical, and practical difficulties in transporting the Patient thereto.
  - iii. CI shall not be responsible for any problems relating to the Patient's cryopreservation or relating to CI's performance of its other duties under this Agreement, arising by reason of any federal, state, or local statutes, regulations, ordinances, or governmental or judicial directives.
  - iv. CI shall not be responsible for any failure to cryopreserve the Patient resulting in whole or in part from the Patient's breach of any of his/her duties under this Agreement, or from the failure of cooperation of the Patient's next of kin, family, physician(s), attorney, heirs or executors, or any medical care facility(s) treating the Patient at or near the time of the Patient's legal death, where such failure makes impractical the timely and adequate cryonic preparation of the Patient.

- v. Any failure by CI to perform its obligations hereunder, which failure results in whole or in part from the occurrence of a contingency beyond CI's reasonable control, and which contingency makes performance hereunder by CI impractical (such contingencies to include, without limitation, fire, strike, terrorist action, act of nature, unanticipated disaster or shortage of materials) is excused, and CI shall be without liability therefor.
- vi. CI's obligations shall otherwise be limited as indicated in other sections of this Agreement.
- d. When stand by services are provided by CI, in expectation of the Patient's possible imminent legal death, as an aid to the Patient's timely cryonic preparation, and the Patient's legal death does not occur at that time, such stand by services shall not be deemed to be performed in consideration of the Cryopreservation fee, and the Patient shall pay CI for its expenses incurred in connection therewith.
- e. All decisions to be made by CI under this Agreement shall be made by CI in its sole judgment, and CI shall not be liable for the consequences of any such decisions made in good faith, whether or not negligent.

## **2. PAYMENT**

- a. The Patient shall pay to CI a Cryopreservation fee in the amount of \$XX,XXX (minimum \$28,000 Twenty Eight Thousand Dollars U.S. under a Lifetime Membership, or minimum \$35,000 Thirty Five Thousand Dollars U.S. under a Yearly Membership, and subject to any Riders hereto) in consideration of CI's efforts to Cryopreserve the Patient hereunder. The full amount of the Cryopreservation fee shall be paid to CI no later than 30 days after the Patient has been cryonically prepared.
- b. The Patient shall provide CI with adequate proof that he/she will pay the Cryopreservation fee in accordance with paragraph 2a hereof; such proof (the adequacy of which shall be determined by CI in its sole good faith judgment) shall be provided prior to the Patient's legal death. If the Patient intends to pay CI by means of the proceeds of a life insurance policy, such proof shall include, at a minimum, the following:

The Patient shall annually provide CI with a copy of the policy showing CI as an unconditional beneficiary thereof, and with a form of proof indicating that the policy's premiums have been fully paid and the policy is in full force and effect. The Patient shall use his/her best efforts to produce periodically a certificate signed by the insurer attesting to the above, and incorporate into the policy that the same may not be cancelled, and that the beneficiary may not be changed, without thirty (30) days prior written notice to CI.

- c. CI may increase the Cryopreservation fee and any figures for liquidated damages referred to herein, to reflect any actual or probable increases in the cost of cryopreservation, whenever CI in its sole good faith judgement determines that such an increase is necessary. The increase shall be effective upon thirty (30) days written notice thereof. Upon notice of such increase, the Patient may terminate the contract without liability therefor, by mailing written notice of termination to CI within thirty (30) days after receiving notice of such cost increase.
- d. CI and the Patient agree:
  - i. The funds received by CI in payment for the Cryopreservation fee shall not be

- segregated from the general accounts of CI;
- ii. The funds available for the Patient's cryopreservation shall not depend on the Patient's specific payments to CI, except that,
    - A. if there exist any options regarding the cryopreservation of the Patient, some of which options may be judged by CI to be more effective than the alternatives generally used by CI, but economically practical only upon payment of a larger cryopreservation fee, such more effective and more expensive options may be chosen by CI for use in the cryonic preparation of patients paying larger cryopreservation fees where judged practical by CI, and
    - B. patients paying larger cryopreservation fees shall be entitled to priority in treatment if CI's funds became inadequate to permit continuation of the cryopreservation of all of CI's patients using those methods judged most effective by CI.
  - iii. This Agreement is not, and shall bear none of the incidents of, a trust. Neither the Patient nor any of his heirs, successors, assigns, estate or agents shall possess any equitable interest in the Cryopreservation fee after the payment thereof to CI, or in any of the proceeds of CI's investment thereof, and CI shall owe no fiduciary duty to the Patient, or to his/her heirs, successors, assigns, estate or agents, in respect of this Agreement.
  - e. The parties agree that the Patient may make payments to CI, to be applied to the Patient's Cryopreservation fee, in advance of the Patient's legal death. To the extent that part of the Cryopreservation fee has been paid in advance, the Patient shall be deemed to have complied with the requirements of paragraph 2b hereof, but to the extent that such prepayments have not been made, proof of payment pursuant to paragraph 2b shall be required. If the Patient terminates this Agreement pursuant to the terms thereof, the payments made by the Patient in respect of the Cryopreservation fee shall be refunded to the Patient, less an amount equal to the sums expended by CI in reliance on this Agreement.
  - f. The parties may agree to other methods of payment and/or proof of payment, which other methods will be indicated on a rider, attached to this agreement.
  - g. The Patient's full and complete performance of his/her duties under this paragraph 2 shall be a condition precedent to CI's performance of its duties under this Agreement. The Patient's obligation to make payment hereunder shall be independent of the payment or failure to make payment by any insurer or other third party.

### **3. DUTIES OF THE PATIENT**

In addition to the performance by the Patient of his/her other duties under this Agreement, the Patient agrees that he/she is responsible for taking such action, and for persuading his/her relatives, heirs, next of kin, executor, legal representative, personal representative, physician, attorney, other persons with authority over disposal of the Patient's body or over the Patient's estate, and all other similarly situated individuals (all of the foregoing individuals hereinafter collectively referred to as "Related Individuals") to take such action as is indicated below:

- a. The Patient shall permit CI to perform non-destructive testing on and take non-vital samples from the Patient's body during the process of cryopreservation.
- b. The Patient shall cause CI to be promptly notified of any serious illness or accident suffered by the Patient, if the Patient is capable of providing such notice.
- c. The Patient shall execute any releases, consents and other documents required by CI, and

- shall include any non-financial provisions in the Patient's will or in any trust documents pertaining to the Patient, as are reasonably required by CI to help effectuate the performance of this agreement and the cryopreservation of the Patient.
- d. The Patient hereby makes, constitutes and appoints CI to the true and lawful attorney for the Patient, with power and authority to determine the disposal of the patient's body after the Patient's legal death, but without power or authority over the Patient's financial assets. The power of attorney being granted by the Patient to CI as herein above provided is a general power of attorney (exclusive of financial power of attorney) with an interest and shall survive the legal death or disability of the Patient.
  - e. The Patient shall provide CI with all available information concerning the Patient's medical history, and shall update that information as frequently as is practical.
  - f. The Patient consents to CI's use or dissemination of information regarding the Patient's cryopreservation according to CI's sole discretion, and consents to CI's use or dissemination of the Patient's medical history as found necessary or useful, in CI's sole judgement, to the performace by CI of this Agreement.
  - g. The Patient shall make his/her best efforts to attempt to enlist the cooperation of the Related Individuals in the Patient's timely and effective cryopreservation, which cooperation shall include, but not be limited to, the following:
    - i. If the Patient is not able to do so, a Related Individual shall notify CI of the Patient's serious illness, accident or impending legal death immediately after being informed thereof;
    - ii. The Related individuals shall make efforts to persuade the relevant medical authorities to release the Patient's body to CI immediately after the Patient's legal death, such efforts to be made, if possible, in advance of the Patient's legal death;
    - iii. The related individuals shall give any consents and sign any necessary release forms, certificates of death or other documents reasonably required by CI in connection with the Patient's adequate and timely cryopreservation;
    - iv. The related individuals shall not interfere in any way with the cryopreservation of the Patient, and shall not, under any circumstances, permit the Patient to be embalmed or autopsied, nor shall any Related Individual allow any part of the Patient's body to be donated for medical research, nor shall any Related Individual take any legal action to avoid, terminate or interfere with the performance of this agreement;
    - v. The Patient's attorney and the other Related Individuals shall take all actions that will aid CI in the performance of this Agreement, or that will effect the prompt payment to CI of n the Cryopreservation fee in accordance with the terms of this agreement; and
    - vi. The Related Individuals shall make any other efforts reasonably required by CI in order to aid in the Patient's cryopreservation.
  - h. Any failure by the Patient or any Related Individual to perform the foregoing duties, which failure makes the Patient's cryopreservation impractical, shall relieve CI of its duty to cryopreserve the Patient.

#### **4. CONTINGENCIES**

- a. If at any time the funds possessed by CI do not permit the continued cryopreservation of the Patient's body in the manner deemed by CI to be most effective, CI shall continue the Patient's cryopreservation by the use of such alternative methods as it finds reasonably suitable and economically practical, conforming whenever possible to the expressed wishes of the Patient. If the funds available do not permit the Patient's continued cryopreservation

by any method judged by CI to be possibly effective, or at such time that CI determines in its best good faith judgement that the Patient's continued cryopreservation is certainly futile (by reason of lack of funds or otherwise), the Patient's cryopreservation shall cease, and the Patient's body shall be disposed of by burial or cremation. CI shall not be liable for such termination of the Patient's cryopreservation, provided that CI shall have performed its obligations under this Agreement.

- b. If, for any reason, CI is not able to commence the Patient's cryopreservation on a timely basis after the Patient's legal death (the timeliness of such commencement to be determined by CI in its sole good faith judgment, but conforming whenever possible to the expressed wishes of the Patient), the Patient shall not be cryopreserved, the Patient's body shall be disposed of by burial or cremation, and CI shall not be liable therefor.
- c. If, in CI's best good faith judgment, the cryopreservation of the Patient is impractical, because of legal problems, interference by related individuals, medical, judicial or administrative authorities, or otherwise, CI may fail to commence or may cease the Patient's cryopreservation, the Patient's body shall be disposed of by burial or cremation, and CI shall not be liable therefor.
- d. In the event that CI does not cryopreserve the Patient upon the Patient's legal death, CI shall be entitled only to such part of the Cryopreservation fee as is necessary to compensate CI for its costs incurred in connection with this Agreement. In such event, if the amount of the Cryopreservation fee is paid to CI pursuant to the Patient's insurance policy, disbursement of the amount of such payment to which CI is not entitled pursuant to this Agreement shall be governed by the provisions of the NonSuspension Rider hereof.

## **5. WARRANTIES**

CI does not expressly warrant the quality of its efforts under this Agreement, and disclaims and excludes all warranties, express or implied, including all warranties of merchantability or fitness, except that CI promises to use its best efforts to perform its obligations under this Agreement, as limited by the terms hereof. The warranties excluded and disclaimed hereunder include, by way of example and not limitation, the following:

- a. CI does not warrant that the Patient's cryopreservation shall be successful; in particular, CI does not warrant or represent that the Patient can or shall ever be revived or rehabilitated, that the cause of the Patient's legal death can be reversed, that future social institutions will permit the Patient's revival, or that the methods used to cryopreserve the Patient will or can be successful. All of these prospects are completely uncertain, and CI and the Patient have entered into this Agreement with full knowledge of this uncertainty.
- b. Because of the difficulty in evaluating methods of cryopreservation, CI does not warrant that the method of cryopreservation used with regard to the Patient shall be the most advanced or the most effective method available, but CI does represent that it will use its best good faith judgement in determining the method of cryopreservation most likely to result in the Patient's revival in light of the financial constraints on CI and in light of the other factors affecting the Patient's cryopreservation. CI shall not be obligated to use any particular method of cryopreservation, notwithstanding the judgments of any practitioners or commentators as to the superiority of a particular method.
- c. CI does not warrant that it shall cryonically treat the Patient with the aid of the most advanced equipment or the most highly trained personnel, but CI shall use the best personnel and equipment whose use is economically practical and which are reasonably

- available to CI under the circumstances, as determined in CI's best good faith judgment.
- d. CI does not warrant that the Patient's cryopreservation is legally valid or will be unimpeded by legal process.
  - e. CI does not warrant or represent that the amount of the Cryopreservation Fee shall be adequate to pay for the Patient's cryopreservation. The Patient acknowledges that the cost of cryopreservation remains unknown, and CI's calculation of the Cryopreservation Fee represents only CI's best estimate of the probable cost of cryopreservation (as limited by the provisions of paragraphs 5f and 5g below), using methods of cryopreservation judged possibly effective and chosen in light of the financial abilities of CI's patients generally.
  - f. CI does not warrant that it is or shall be capable of reviving or rehabilitating the Patient, or that the Cryopreservation Fee is adequate to finance the Patient's revival or rehabilitation. The Patient acknowledges that CI possesses no current plans for the revival or rehabilitation of any of CI's patients, and that CI's calculation of the Cryopreservation Fee does not include any amount set aside to pay for the Patient's revival or rehabilitation.
  - g. CI does not warrant that its investment of the portion of the Cryopreservation Fee that will remain after the Patient has been cryonically preserved will be sufficient to permit a return on investment equal to the amount of the Patient's maintenance expenses, or that the investment shall otherwise be adequate. The amount of the Cryopreservation Fee is based only on CI's best estimate of the costs of cryonic preparation, the probable return on investment from the unspent portion of the Cryopreservation Fee and the probable costs of maintenance. CI's personnel are not financial experts, and CI shall not be liable for any good faith errors in business judgement in making such investments, whether negligent or otherwise.

## **6. REPRESENTATIONS OF THE PATIENT**

- a. The Patient represents that he/she:
  - i. Understands that cryopreservation is an unknown, untested process, and that no human being has ever been successfully cryopreserved and revived, and that physical damage (which may be irreversible) will occur in his/her body through the use of current methods of cryopreservation;
  - ii. Understands that the success of cryopreservation depends on future advances in science and technology and that the probability of success is completely unknown;
  - iii. Understands that CI strongly opposes anyone hastening death based on reliance that cryonics may work;
  - iv. Understands that CI is a nonprofit corporation with limited resources;
  - v. Has read carefully and understands the disclaimers of warranty contained in this Agreement;
  - vi. Has carefully read and understands CI's information concerning contracts and membership;
  - vii. Has carefully read and understands this Agreement, and has had an opportunity to consult with an attorney regarding the same; and
  - viii. Notwithstanding the foregoing, consents to the performance by CI of the Patient's cryopreservation pursuant to this Agreement, and the performance by CI of its obligations under this Agreement, including its obligation to cryopreserve the Patient according to CI's sole judgment and in accordance with the terms of this Agreement.

## **7. RELEASE**

The Patient agrees to release CI, and its officers, directors, employees, servants, delegees and assigns, from all liability, loss, claims, expenses or damage (collectively referred to herein as "losses") resulting from, alleged to result from, or related to the execution or performance of this Agreement or any failures by CI to perform any of its duties hereunder for any reason whatsoever (except that the provisions of paragraph 5c hereof govern the liability of CI for damages to the Patient for breach of this Agreement), provided that CI shall use its best efforts to perform its obligations hereunder.

## **8. REMEDIES**

- a. Upon the failure of the Patient to pay the full amount of the Cryopreservation Fee, such failure becoming apparent to CI only after CI has cryonically prepared the Patient, CI shall, at its sole option, either cease the Patient's cryopreservation (disposing of the Patient's body by burial or cremation), or bring an action in a court of law to recover the unpaid amount of the cryopreservation fee. If such court action is not successful within a short period of time (such period of time to be determined by CI in its sole good faith judgement), CI may then cease the Patient's cryopreservation. If CI ultimately ceases the Patient's cryopreservation, after the Patient's cryonic preparation, because of nonpayment, in whole or in part, of the Cryopreservation Fee, CI shall be paid liquidated damages by the Patient's estate in the amount of \$15,000, plus all costs of collection, including, without limitation, reasonable attorneys' fees and court costs incurred in the prosecution of any lawsuit to recover the Cryopreservation Fee. If CI does not ultimately cease such cryopreservation, CI shall be paid the full amount of the Cryopreservation Fee by the Patient's estate, plus all damages suffered as a result of such nonpayment, and all costs of collection, including, without limitation, reasonable attorneys' fees and court costs.
- b. The liquidated damages referred to in the foregoing paragraph are stipulated by the parties hereto because of the difficulty of determining and proving the actual damages suffered by CI as a result of such failures of performance by the Patient, and the Patient agrees that the dollar amount stipulated above is a reasonable figure for liquidated damages.
- c. Upon CI's breach of this Agreement, since any damages resulting therefrom are uncertain and speculative (because of the uncertainty of cryopreservation), and subject to the limitations of liability contained in this agreement, the Patient agrees that his recovery from CI shall not exceed the Cryopreservation Fee already paid to CI, less the sum expended by CI in the performance of the Agreement. Notwithstanding the foregoing CI shall not be liable to pay any damages under any circumstances whatsoever where such payment will or may endanger the adequacy of the continuing cryopreservation of other patients of CI.

## **9. TERMINATION**

- a. The Patient may terminate this Agreement without cause upon 60 days' written notice thereof, subject only to payment to CI of the sums expended by CI in reliance on this Agreement.
- b. The Patient and CI agree that any attempted termination of this Agreement by another person on behalf of the Patient shall not be effective, and the Patient shall be bound by this Agreement in the case of any such attempted termination by any person other than the Patient, whether or not such person has the general authority to act on behalf of the Patient.

## **10. ASSIGNMENT**

- a. CI may assign and/or delegate part or all of its rights and duties under this Agreement, but only if, after such assignment and/or delegation, CI has substantial assurance that any delegee shall fully perform its obligations under this agreement. CI shall not be liable for the delegee's failure to perform its obligations to the Patient.
- b. The Patient may assign and/or delegate this Agreement to another person so as to provide for such person's cryopreservation, but only if CI is given adequate assurance that such person is capable of and intends to make the payments required, and after such person becomes a member of CI in accordance with the provisions of CI's by laws.

## 11. MISCELLANEOUS

- a. The invalidity of any paragraph of this agreement shall void only that section and not the entire agreement.
- b. This agreement states the entire agreement of the parties hereto and is intended to be the final, complete and exclusive statement of the terms thereof.
- c. This Agreement is reasonably related to the state of Michigan, and the rights and obligations of the parties hereunder, and all performance hereunder, shall be governed by and construed in accordance with the laws of the State of Michigan. Any action brought relating to this Agreement shall be brought in a state court in Macomb County or a federal court of appropriate jurisdiction located in the Eastern District of the State of Michigan.
- d. Any modification or waiver of this agreement must be made in writing and signed by both parties. CI's failure, in advance of the Patient's legal death, to declare a patient in default under this Agreement after a breach thereof, shall not be a waiver of CI's right to later declare such a default or to decline to cryopreserve the Patient upon his/her legal death as a result of such default.
- e. This Agreement shall bind the parties hereto and their agents, successors and assigns, including the Patient's estate and the executor thereof.
- f. CI shall be a third party beneficiary of any agreement between the Patient and a Related Individual relating to the Patient's cryopreservation, as well as of any trust or other agreement entered into by the Patient and relating to financial arrangements for the Patient's cryopreservation.
- g. The headings in this Agreement are for purposes of reference only, and shall not limit or otherwise affect the meaning of this Agreement.
- h. Whenever the singular number shall appear here, the same shall include the plural, and the neuter, masculine and feminine forms shall include each other.
- i. This Agreement is executed in counterparts, each of which shall be deemed an original, and all of such counterparts, taken together, shall be deemed an agreement.
- j. Any notices required by the terms of this Agreement shall be made to the parties hereto at the following addresses (or such other address as a party shall later indicate):

To CI: Cryonics Institute  
24355 Sorrentino Court  
Clinton Township MI 48035

with copy to:

David Ettinger (Attorney)  
2290 First National Building

Detroit, Michigan 48226

To the Patient: XXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

PATIENT (CI MEMBER) \_\_\_\_\_, dated \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_

Name of Notary \_\_\_\_\_ County and State \_\_\_\_\_

If two witnesses are used instead of a notary, for each witness please show signature, printed name, address, and date:

Witness 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Witness 2 Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this Agreement, which is finally executed at Clinton Township, Michigan.

CRYONICS INSTITUTE: by \_\_\_\_\_

It's Contract Officer, dated \_\_\_\_\_