

Irrevocable Pledge Agreement
Brain Preservation Foundation

[insert name/identification of donor], hereinafter referred to as “Donor”, and Brain Preservation Foundation, a non-profit Delaware corporation, hereby agree to the terms of the following enforceable pledge agreement.

Donor understands that Brain Preservation Foundation intends to offer a prize (hereinafter referred to as “the Prize”) for demonstration of a successful brain preservation procedure as set forth in the rules for the Brain Preservation Technology Prize Rules, the current version of which are attached as Exhibit A (hereinafter referred to as the Prize Rules). Donor also has been informed by Brain Preservation Foundation that this organization has applied for tax exemption under Section 501(c)3 of the United States Internal Revenue Code.

Donor hereby irrevocably pledges and agrees to pay, either to the Brain Preservation Foundation or directly to the winner of the Prize as designated by the Brain Preservation Foundation, the sum of \$_____ (hereinafter referred to as “the Pledge” to be used to pay the Prize, or portion of the Prize, in accordance with the Prize Rules; provided, however, that such irrevocable obligation to make the Pledge is conditioned on Brain Preservation Foundation notifying Donor that the Prize has attracted contestants within two years of its public publication of the Prize Rules on the World Wide Web.

The Donor agrees that the obligation to make the Pledge will be fulfilled by one cash payment in United States dollars upon thirty (30) days notice. All such notifications shall be made in writing delivered by certified postal mail, Federal Express or equivalent express service, or by electronic means, receipt of which is electronically acknowledged by Donor.

The Donor recognizes and acknowledges that Brain Preservation Foundation will rely on the availability of this Pledge to fund the Prize, expend time, money and effort to promote the Prize and make representations to potential donors and prize participants to encourage them to expend their time and resources in connection with efforts to win the Prize, all in reliance on and in consideration for this Pledge Agreement and its fulfillment by Donor. The Donor intends that this Pledge Agreement shall create obligations that are binding and enforceable against the Donor and his or her heirs, personal representatives, assigns and estate and the Donor covenants and promises that the Pledge will be fulfilled as an enforceable obligation of the Donor's estate.

This Pledge Agreement may be altered or amended only by subsequent agreement executed in writing by Donor and Brain Preservation Foundation. This Pledge Agreement shall be construed in accordance with and be governed by the laws of the State of Delaware, United States of America, as though fully executed in that State, regardless of the place of Donor's residence.

This Pledge Agreement replaces and supersedes any previous oral or written representations or agreements in connection with or relating to the Brain Preservation Foundation or its Technology Prize.

SIGNED AND SEALED by Donor as of _____, 2011
Intending to be legally bound:

By: _____
Signature

[insert printed name]

[print title, if applicable]

BPF hereby accepts the foregoing pledge and its terms, as of the date set forth above.

By: _____
Signature

[insert printed name]

[print title]