

Patient MPI # _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**DISPOSITION INSTRUCTIONS
FOR CRYOPRESERVED EMBRYOS
(PATIENT AND PARTNER)**

THIS DISPOSITION INSTRUCTION FOR CRYOPRESERVED EMBRYOS (hereinafter referred to as "Instruction") is made this, the ____ day of _____, 20____, by _____ (hereinafter referred to as "Patient") and
{Please print full name as on driver's licenses}

_____ (hereinafter referred to as "Partner")
{Please print full name as on driver's licenses}

who hereby confirm that they have authority to designate and determine the disposition of certain embryo(s) held and maintained by **REPRODUCTIVE ENDOCRINE ASSOCIATES OF CHARLOTTE, P.C.** (hereinafter referred to as "REACH") at its cryopreservation storage facility, and now desire to designate a disposition of said embryo(s) under the terms and conditions as set forth with more particularity herein.

R E C I T A L S

WHEREAS, REACH is a Professional Corporation organized, existing, and doing business within the State of North Carolina; and

WHEREAS, REACH, in pertinent part, operates a cryopreservation facility in Charlotte, Mecklenburg County, North Carolina, in which embryos from time to time are stored for future disposition; and

WHEREAS, Patient and Partner (hereinafter referred to as the "Partners" or as "we") have banked one or more embryos at REACH's cryopreservation facility for future disposition and now desire to designate a disposition for said embryo(s) as set forth below.

NOW, THEREFORE, We (Patient and Partner) agree, individually and collectively, to the disposition of our embryo(s) under the following terms and conditions:

1. As a result of a cryopreservation agreement with REACH (or a cryopreservation agreement with REACH's predecessor in interest) (said agreement being hereinafter referred to as "Agreement"), REACH is presently holding, storing, and maintaining one or more of our embryos at its cryopreservation storage facility in Charlotte, Mecklenburg County, North Carolina.

2. We are each and both alive and competent. *(In the event that Patient or Partner is not alive or is not competent, then the survivor and competent party should not sign this document, but should execute a separate document titled Disposition Instruction For Cryopreserved Embryos (One Partner Only)).*

3. In accordance with the aforementioned Agreement, we are the parties authorized to designate and determine the disposition of our embryos stored at REACH's cryopreservation storage facility.

4. We do not know of any third parties who are authorized by any oral or written agreement to designate, nor determine the disposition our embryos stored at the REACH cyropreservation storage facility.

5. We do not know of any third parties who claim to have a right to designate and determine the disposition of our embryo(s) stored at the REACH cyropreservation storage facility.

6. We have discussed the alternatives with respect to the disposition of our embryo(s) stored at the REACH cyropreservation storage facility and agree between ourselves (Patient and Partner) to the disposition of our embryo(s) as set forth below.

7. We have read and understand each and every provision of this Instruction.

8. We have been given an opportunity to review this Instruction with any and all third parties of our choosing.

9. We have been given an opportunity to ask questions with respect to this Instruction and the procedures contemplated herein.

10. With respect to the questions that we have asked, we have received satisfactory answers.

11. We know that we may ask additional questions in the future.

12. We know that the decisions we make with respect to the disposition of our embryo(s) as set forth herein shall be binding and permanent. REACH will rely upon this Instruction as the sole and absolute expression of our intent and will act in accordance with this Instruction. We understand that we will not be able to change our minds, nor reverse our decision once it has been made. These Instructions are binding.

13. We recognize that we have the right to take no action with regard to our embryo(s) at this time, but that the options with respect to the disposition of embryo(s) presently available and set forth below may not be available in the future. Further, we understand that it is REACH's policy to require that we make a decision with respect to the disposition of our embryo(s) within five (5) years of our final treatment.

14. We understand that if we authorize the removal of our embryo(s) from a REACH-controlled embryo cryopreservation facility our embryo(s) may not be transferred back to REACH for any reason, including treatment.

15. We understand that at or before the time that we designate the disposition with respect to our embryo(s) as set forth below, we shall pay any and all costs and expenses owed to REACH with respect to storage and maintenance of our embryo(s), in full.

16. Further, in the event that we instruct REACH to transfer our embryo(s) to a third-party, for any reason, including, but not limited to, research or long-term storage, we shall be responsible and pay any and all costs associated with the transfer and shall indemnify and hold REACH harmless for any costs associated therewith.

17. Further, we understand that relocating our embryo(s) involves certain risks which may result in damage to our embryo(s). These risks include, but are not limited to, power failure of the cryopreservation containers, loss of liquid nitrogen supplies, mechanical failure, or accident, governmental interferences or regulations, acts of war, or acts of God, among others. There is no guarantee that embryo(s) relocated to another facility will survive or if ultimately transferred, pregnancy will occur.

18. Having read the aforesaid and taking into consideration all of our options, we individually and collectively agree, authorize and instruct REACH to treat our embryo(s) as follows:

(Initial whichever options are currently desired)

Patient Partner

_____ (a) Thaw our embryo(s) for uterine transfer in accordance with that separate document titled Consent Form For Embryo Thaw which we have executed.

_____ (b) If we have had our embryos individually tested for any reason, or if there are special circumstances involving any particular embryos, we hereby designate those specific embryo(s) to be thawed for **uterine transfer** by the following description:

_____ Date of cryopreservation for above listed embryo(s): _____

_____ (c) Please thaw all our embryos for the purpose of specialized testing or evaluation which we have specified by separate document, to be followed by re-cryopreservation of all such embryos that appear viable.

_____ (d) Transfer all our embryo(s) to the following third-party, long-term storage facility which has agreed to accept and store our embryo(s):

Name of the facility: _____

Address for the facility: _____

Telephone number: _____

Contact at the facility: _____

_____ (e) Discard all our embryo(s) in accordance with laboratory protocol.

_____ (f) If we have had our embryos individually tested for any reason, or if there are special circumstances involving any particular embryos, we hereby designate those specific embryo(s) to be **discarded** by the following description:

Date of cryopreservation for above listed embryo(s): _____

_____ (g) Donate all our embryo(s) to REACH for research (in which case our embryo(s) will ultimately be discarded in accordance with laboratory protocol).

_____ (h) Release all our embryo(s) to the following outside embryo donation agency which has agreed to receive our embryo(s):

Name of the facility: _____

Address for the facility: _____

Telephone number: _____

Contact at the facility: _____

_____ (i) No intervention or treatment for our currently stored embryos is requested, however so long as agreed to by REACH, we wish to renew cryopreservation / storage of our embryo(s) at the REACH facility.

Patient's Signature
Patient's Initials: _____

Date

Partner's Signature
Partner's Initials: _____

Date

REACH Representative verifying completion of consent

Date

REPRODUCTIVE ENDOCRINE ASSOCIATES OF CHARLOTTE, P.C.

If signed outside of REACH facility, then both partner signatures need notary attestation.

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County and State of _____, certify that _____ and _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument consisting of _____ pages.

Witness, my hand and official seal, this, the _____ day of _____, 20__.

Notary Public _____

My Commission Expires _____