**PLEDGE OF SHARES OF STOCK**

This Pledge of Shares of Stock (the "Agreement") is made and effective the [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Pledgor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [FIRST PLEDGEE NAME]** (the "First Pledgee"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [SECOND PLEDGEE NAME]** (the "Second Pledgee"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

For the value received, the Pledgor hereby deposits, delivers to and pledges with Pledges of [GUARANTEES] as collateral security to secure the payment of the following described debt owning Pledges:

[DESCRIBE]

The share of stock, described as [NUMBER] shares of stock of [COMPANY] represented as Stock Certificates [NO.].

It is further agreed that:

1. Pledges may assign or transfer said debt and the collateral pledged hereunder to any third party.

1. In the event a stock dividend or further issue of stock in the Company is issued to the Pledgor, the Pledgor will pledge said shares as additional collateral for the debt.
2. That during the term of this pledge agreement, and so long as it is not in default, the Pledgor will be granted full rights to vote said shares and be entitled to all dividends income, except that stock dividends will also be pledged.
3. For the duration of this agreement, the Pledgor will not issue any proxy or assignment of rights to the pledged shares.
4. The Pledgor warrants and represents it has good title to the shares being pledge, they are free from liens and encumbrances or prior pledge, and the Pledgor has full authority to transfer said shares as collateral security.
5. Upon default of payment of the debt, or breach of this pledge agreement, the Pledgee or holder will have full rights to foreclose on the pledged shares and exercise its rights as a secured party pursuant to [CODE]; and said rights being cumulative with any other rights the Pledgee or holder may have against the Pledgor.

The Pledgor understands that upon foreclosure the pledged shares may be sold at public auction or public sale. The Pledgor will be provided reasonable notice of any said intended sale and the Pledgor will have full rights to redeem said shares at any time prior to said sale upon payment of the balance due hereunder, and accrued costs of collection. In the event the shares are sold for less than the amount then owing, the Pledgor will be liable for any outstanding sum.

Upon payment of the obligation for which the shares are pledged, the shares will be returned to the Pledgor and this pledge agreement will be ended.

This pledge agreement will be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Upon default all reasonable attorneys' fees and cost of collections will be paid by the Pledgor.

IN WITNESS WHEREOF, the parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness PLEDGOR

Witness FIRST PLEDGEE

Witness SECOND PLEDGEE

**ACKNOWLEDGEMENT**

In the City of [CITY], in the [STATE/PROVINCE] of [YOUR STATE/PROVINCE]

On [DATE] before me, [NAME], personally appeared [YOUR COMPANY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorised capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Affiant \_\_\_\_Known \_\_\_\_Unknown

ID Produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Seal)