

Stock Pledge Agreement

This **Stock Pledge Agreement** ("**Agreement**") is entered into as of _____, by and between the following parties;

Pledgor

Secured Party

Pledgor and Secured Party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Pledgor is the legal and beneficial owner of the shares described in this Agreement;

WHEREAS, Secured Party has extended or agreed to extend certain credit, financing, or other obligations to Pledgor or to _____ under a separate agreement dated _____ (the "**Underlying Obligation**");

WHEREAS, Pledgor has agreed to pledge certain shares as security for the performance and payment of the Underlying Obligation.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set out below, the Parties agree as follows.

1. Pledged Shares

Pledgor hereby pledges, assigns, and grants to Secured Party a continuing security interest in the following shares (the "**Pledged Shares**"):

| Issuer Name | Class of Shares | Certificate No | Number of Shares |
|-------------|-----------------|----------------|------------------|
| | | | |

The Pledged Shares include all related rights, benefits, and proceeds, including dividends, distributions, and any additional shares or securities issued in respect of the Pledged Shares.

2. Purpose of Pledge

The pledge under this Agreement is made to secure the full and timely performance and payment of all obligations arising under the Underlying Obligation, including principal, interest, fees, costs, and any other amounts payable.

3. Representations and Warranties of Pledgor

Pledgor represents and warrants that:

- Pledgor is the sole legal and beneficial owner of the Pledged Shares, free of any liens, security interests, or third-party claims other than those created by this Agreement.
- The Pledged Shares are validly issued, fully paid, and non-assessable.
- This Agreement has been duly authorized and does not violate any agreement, law, or organizational document applicable to Pledgor.
- No consent or approval is required to create or enforce the pledge, except as disclosed in writing to Secured Party.

4. Covenants of Pledgor

During the term of this Agreement, Pledgor shall:

- Not sell, transfer, encumber, or otherwise dispose of the Pledged Shares without the prior written consent of Secured Party.
- Promptly notify Secured Party of any change affecting the Pledged Shares, including corporate actions, reorganizations, or claims.
- Execute and deliver any documents reasonably required to maintain or perfect Secured Party's security interest.

5. Voting and Dividends

Unless an event of default has occurred and is continuing, Pledgor may exercise voting rights and receive dividends or distributions on the Pledged Shares. Upon the occurrence of an event of default, Secured Party may exercise such rights and apply any dividends or distributions toward the Underlying Obligation.

6. Events of Default

An "**Event of Default**" occurs if:

- Pledgor or the obligor fails to perform any obligation under the Underlying Obligation when due.
- Pledgor breaches any material provision of this Agreement
- Insolvency, bankruptcy, or similar proceedings are commenced by or against Pledgor or the obligor.

7. Remedies

Upon the occurrence and continuation of an Event of Default, Secured Party may, in addition to any other rights available under the Underlying Obligation or applicable law:

- Take possession of the Pledged Shares.
- Sell or otherwise dispose of the Pledged Shares in a commercially reasonable manner.
- Apply the proceeds to the Underlying Obligation, with any surplus returned to Pledgor.

8. Termination and Release

This Agreement shall remain in effect until the Underlying Obligation has been fully and irrevocably satisfied. Upon satisfaction, Secured Party shall release the pledge and return any certificates or instruments related to the Pledged Shares.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____ . Any dispute arising out of or in connection with this Agreement shall be resolved by the courts of _____ , unless the Parties agree in writing to an alternative dispute resolution method.

10. Amendments

Any amendment or modification of this Agreement must be in writing and signed by both Parties.

11. Assignment

Secured Party may assign its rights under this Agreement together with the Underlying Obligation. Pledgor may not assign its rights or obligations without Secured Party's prior written consent.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the pledge of the Pledged Shares and supersedes all prior discussions or understandings relating to that subject.

13. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together form one instrument. Electronic signatures shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Stock Pledge Agreement as of the Effective Date.

Pledgor

Name

Date

Signature

Secured Party

Name

Date

Signature



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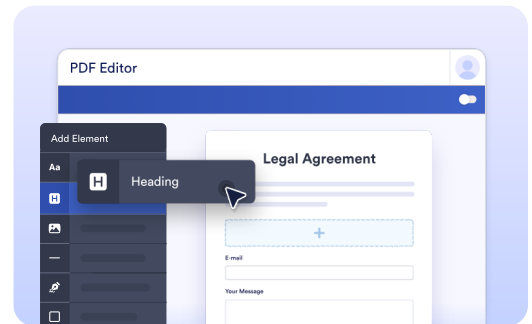
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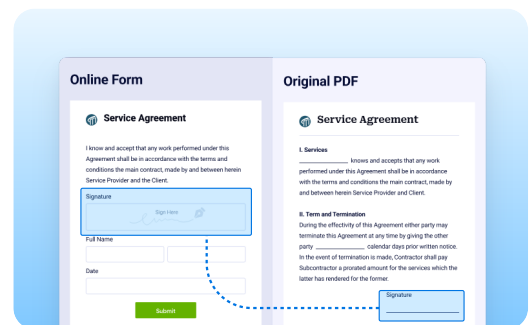
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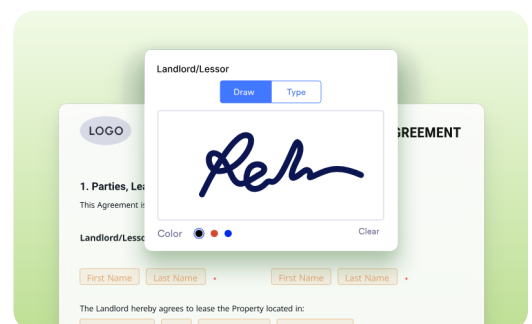
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