**AFFIDAVIT OF LOST, STOLEN,**

**OR DESTROYED STOCK CERTIFICATE**

This Affidavit of a Lost/Stolen/Destroyed Stock Certificate (the “Agreement”) is entered into and made effective this [DAY] of [MONTH] of the year [YEAR] between the following parties:

[COMPANY’S NAME] (known as the “Company”), an organization created and existing under the [LAW/ACT] of [STATE/PROVINCE], with main office located at [STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE]

AND

[STOCKHOLDER’S NAME] (known as the “Stockholder”), an individual residing at or an organization created and existing under the [LAW/ACT] of [STATE/PROVINCE], with main office located at [STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE]

**TERMS AND CONDITIONS**

The Stockholder acknowledges and agrees to abide by the following terms and conditions:

1. Stockholder shall provide documentation (the “Certificates”) to prove its possession of [SPECIFY] Shares and so believes such Shares to be either lost, stolen, or destroyed.
2. The Stockholder certifies that he/she/it has not sold, transferred, encumbered, and/or the Stockholder is in possession of a total of [NUMBER] shares (the “Shares”) of the common stock legally owned by the Company.
3. After a thorough search and investigation, the Stockholder declares that he/she/it is unable to find or produce a certificate, license, or other legal form of authorization or pledge any portion of the Shares found within the Certificates.
4. The Stockholder declares the Company free of any and all liabilities and responsibilities resulting from the loss of these Certificates, as well as the issuance and publication of any new Certificates. The Stockholder also certifies to defend, reimburse, and hold the Company and any of its heirs, successors, or duly designated assignees free from any harm that may have resulted from the loss or destruction of these Certificates.
5. Should the original Shares Certificates initially thought to be lost, stolen, or destroyed be successfully found, the Stockholder shall promptly return such Certificates that the Stockholder has marked “CANCELLED” to the Company or any of ts heirs, successors, or duly designated assignees.
6. The Stockholder agrees to all of the aforementioned terms and conditions under penalty of perjury.

IN WITNESS WHEREOF, the parties hereto have executed this Affidavit as of the day and year first above written.

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| --- | --- |
| [AUTHORIZED SIGNATURE]  | [AUTHORIZED SIGNATURE] |
| [COMPANY REPRESENTATIVE’S NAME]  | [STOCKHOLDER’S NAME] |
| [JOB TITLE]  | [JOB TITLE] |
| [DEPARTMENT NAME] | [DEPARTMENT NAME] |
| [COMPANY NAME]  | [COMPANY NAME] |