

PARTNERSHIP DISSOLUTION AGREEMENT

Location: _____ Date: _____

PARTIES:

This Partnership Dissolution Agreement (the “Agreement”) is made by and between the following partners (individually, a “Partner” a

Partner 1 Name: _____

Address: _____

Phone/Email: _____

Partner 2 Name: _____

Address: _____

Phone/Email: _____

Additional Partners (if any): _____

Names and Addresses: _____

RECITALS:

WHEREAS, the Partners entered into a partnership agreement (the “Partnership Agreement”) to conduct business under the name _____ (the “Partnership”); and WHEREAS, the Partners desire to dissolve the Partnership and wind up its affairs, subject to the terms and conditions set forth in this Agreement.

1. DISSOLUTION

The Partnership shall be dissolved effective as of the date of execution of this Agreement by all Partners. The Partners agree to wind up the Partnership’s affairs in accordance with this Agreement and applicable law.

2. WINDING UP AFFAIRS

The Partners shall promptly take all actions necessary to liquidate Partnership assets, pay Partnership liabilities, and distribute the remaining assets among the Partners according to their respective interests, after satisfaction of all debts and obligations.

3. ACCOUNTING

A full and final accounting of the Partnership’s assets, liabilities, income, and expenses shall be prepared and delivered to each Partner promptly upon completion of the winding up process.

4. DISTRIBUTION OF ASSETS

The net assets of the Partnership, after payment of liabilities, shall be distributed to the Partners in proportion to their ownership interests in the Partnership as set forth in the Partnership Agreement, or as otherwise mutually agreed in

writing.

5. RELEASE AND INDEMNIFICATION

Upon distribution of assets and final accounting, each Partner releases and discharges the other Partners and the Partnership from any claims, demands, or causes of action arising out of or relating to the Partnership except as set forth in this Agreement. Each Partner agrees to indemnify and hold harmless the other Partners against any liabilities, claims, or expenses arising from their own acts or omissions.

6. CONFIDENTIALITY

The Partners agree to keep confidential all proprietary and sensitive information regarding the Partnership and the other Partners, except as required by law or with express consent of the affected Partner(s).

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Partners regarding the dissolution of the Partnership and supersedes all prior agreements and understandings, whether written or oral.

9. AMENDMENTS

Any amendment or modification to this Agreement must be in writing and signed by all Partners.

10. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

12. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming receipt, to the addresses set forth above or such other address as a Partner may designate by notice.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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