**Partnership Dissolution Agreement**

This Partnership Dissolution Agreement (the "Dissolution Agreement") is made on [Insert Date] between the following Partners:

* [Insert Partner Name] of [Insert Partner Address]
* [Insert Partner Name] of [Insert Partner Address]

The parties to this Agreement shall be collectively referred to as "Partners."

**1. Description of Partnership**

[Insert Partnership Name] is a partnership with a business address of [Insert Partnership Address]. The Partners have continued [Insert Partnership Name], which is engaged in [Insert Description of Business].

**2. Partnership Agreement**

The Partners entered into the Partnership and has continued in partnership under the provisions of a written agreement dated [Insert Original Partnership Agreement Date] (Partnership Agreement), a copy of which is attached herewith as Exhibit A and incorporated by reference into this Agreement.

**3. Intention to Dissolve**

The Partners now intend to dissolve the Partnership and liquidate its affairs pursuant to a plan by which the Partners sell all of the assets of the Partnership and distribute to the Partners any proceeds remaining after the payment of all liabilities of the Partnership.

**DISSOLUTION**

**1. Effective Date of Dissolution**

The Partners agree to dissolve their Partnership, effective at the close of business on [Insert Dissolution Date], and shall thereafter promptly liquidate and wind-up the affairs of the Partnership.

**2. Termination of Business**

Except for the purpose of carrying out the winding-up and liquidation of the business of the Partnership, no Partner shall transact any further business nor incur any further obligations on behalf of the Partnership after the date of this Agreement.

**3. Statement of Dissolution**

The Partners agree to file a statement of dissolution in the office of the Division of Revenue in the Department of the Treasury and to have the statement recorded in the office of the county recording officer in those counties in all other states where the Partnership business has been regularly conducted.

**4. Notice of Dissolution**

The Partners agree to cause a notice of the dissolution to be published at least once in a newspaper of general circulation in all counties in [Insert Location] where the Partnership business has been regularly conducted.

**LIQUIDATION**

**1. Accounting**

Immediately following the dissolution of the Partnership, the Partners shall cause an accounting to be made by [Insert Accountant Name] of all of the assets, liabilities, and net worth of the Partnership as of the effective date of the dissolution.

**2. Disclosure**

Except as disclosed in the books and records of the Partnership, each of the Partners represents and warrants that no Partner has previously contracted any liability that can or may be charged to the Partnership or any other Partner, nor has any Partner received or discharged any of the credits, moneys, or effects of the Partnership.

**3. Settling Accounts**

On completion of the accounting, the Partners shall pay all of the liabilities of the Partnership, including those owing to the Partners other than for capital or profits, in accordance with the Uniform Partnership Act. All amounts remaining after payment of the above liabilities shall be distributed as follows:

[Insert Details of Remaining Funds Distribution]

**4. Appointment of Liquidating Partner**

[Insert Name of Liquidating Partner] is appointed as the liquidating Partner to carry out the terms and conditions of this Agreement.

**5. Inspection of Books and Records**

All other Partners shall have the right, directly or through his or her representative, at all reasonable times, to examine the books and pertinent records of the Partnership to establish and enforce his or her rights under this Agreement.

**CONSTRUCTION PROVISIONS**

**1. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Insert Relevant State].

**2. Other Instruments**

The Partners covenant and agree that they will execute any other instruments and documents that are or may become necessary or convenient to carry out this Agreement.

**3. Headings**

The headings used in this Agreement are used for administrative purposes only and are not to be considered in construing the terms of this Agreement.

**4. Parties Bound**

This Agreement shall be binding on, and inure to the benefit of, the Partners and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

**5. Strict Construction**

This Agreement shall not be strictly construed against either Partner.

**6. Severability**

If any provision in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**7. Counterparts**

This Agreement may be executed in any number of counterparts and each of the counterparts shall for all purposes be deemed to be an original.

**8. Prior Agreements Superseded**

This Agreement supersedes any prior understandings or written or oral agreements between the Partners respecting the subject matter of this Agreement, including the Partnership Agreement, to the extent that the understanding or agreement conflicts with any provision contained in this Agreement.

**9. Survival of Representations and Warranties**

The representations and warranties set forth in this Agreement shall be continuous and shall survive the taking of any accounting and the dissolution and winding-up of the Partnership as contemplated by this Agreement.

Executed by the Partners of [Insert Partnership Name] with the intent of being legally bound.

PARTNER #1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert Partner Name]

PARTNER #2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert Partner Name]