

DISSOLUTION AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

_____ (insert name of withdrawing partner)
(the "Withdrawing Partner")

OF THE FIRST PART

- and -

_____ (insert name of remaining partner)
(the "Remaining Partner")

OF THE SECOND PART

WHEREAS:

- A. The Withdrawing Partner and the Remaining Partner (collectively the "Partners") have, since the ____ day of _____, _____, carried on business as a partnership under the name "_____" (insert name of partnership or business) (the "Business");
- B. Pursuant to the provisions of the *Partnerships Act*, the Partners are liable for the debts of the Business;
- C. The Partners have decided to dissolve the Partnership.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants in this agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties) the parties agree as follows:

1. Dissolution

The Partnership existing between the Partners is dissolved as of the ____ day of _____, _____.

2. Purchase of Withdrawing Partner's Interest

In consideration for the purchase of his Partnership interest, the Withdrawing Partner shall be paid the sum of \$_____ (insert amount) by the Remaining Partner and the Remaining Partner shall assume any and all obligations and liabilities of the Withdrawing Partner under the Partnership Agreement. The Withdrawing Partner and his heirs and assigns shall not be entitled to any further share of the profits from the Partnership.

3. Indemnification

Notwithstanding any of the Withdrawing Partner's liabilities associated with the Business, the Remaining Partner shall assume all of the debts and obligations of the Business, and shall indemnify and save harmless the Withdrawing Partner from any and all claims, demands and liabilities of every nature and kind whatsoever arising in connection with the Withdrawing Partner having been a Partner of the Business.

THIS IS A 2-PAGE DOCUMENT.