PARTNERSHIP DISSOLUTION AGREEMENT

AGREEMENT FOR DISSOLUTION AND WINDING UP OF _____, A PARTNERSHIP

This dissolution agreement is made on _____ , between _____ , a partnership

formed under a written partnership agreement dated _____ , with principal offices at

_____ (the "Partnership"), and its general partners

_____ , and hereinafter referred to as the "Partners",

to provide for the dissolution and orderly winding up of the partnership business, which business

primarily consisted of _____ .

Section 1. DISSOLUTION. The Partners hereby agree that the Partnership shall be dissolved, effective

as of _____ (the "date of dissolution"), and the Partners agree that the partnership shall be

wound up and liquidated as of and following such date.

Section 2. APPOINTMENT OF LIQUIDATING PARTNER. _____ shall be the liquidating

partner (the "liquidating partner") and shall have the exclusive right and obligation to wind up the

partnership business.

Following the date of dissolution, no other Partner may act on behalf of or bind the Partnership, to

represent the Partnership in any official capacity, or to participate in management or control of the

Parthership, for purposes of winding up its business or otherwise.

Section 3. SALARIES, WITHDRAWALS. As compensation for serving as liquidating partner,

_____ shall receive the sum of _____ . This compensation

shall be considered an expense

of winding up the partnership's business and shall not be charged to the capital account of the liquidating

partner as a withdrawal. Except for the compensation to the liquidating partner, none of the partners shall

receive any compensation, make any withdrawals, or receive any interest on their contributions or respective

shares of the partnership's capital after the date of dissolution, other than as a liquidating distribution under

this agreement.

Section 4. POWERS OF LIQUIDATING PARTNER. The liquidating partner shall have authority to

wind up the partnership business, including full power and authority to sell and transfer partnership assets,

engage professional services, sign and submit tax matters, execute and record a statement of dissolution

of partnership, pay and settle debts, and distribute partnership assets to the respective partners.

The liquidating partner shall use his or her best efforts to complete liquidation of the partnership

by _____ (the "termination date").

Section 5. DUTIES OF LIQUIDATING PARTNER. The liquidating partner shall devote such time

as deemed necessary to liquidate the partnership in the manner provided herein and as required by law.

The liquidating partner shall keep the remaining partners reasonably appraised of the status of the

dissolution, shall conduct and provide the other partners with an inventory of partnership assets, shall

prepare and file all required federal and state tax returns, shall pay all just partnership debts, shall provide

a partnership accounting prior to any distribution, and shall distribute the remaining of partnership assets,

if any, to the partners.

Section 6. DISTRIBUTIONS. Proceeds from the disposition of partnership assets shall be applied first to

the satisfaction of all partnership debts and liabilities. Proceeds and assets, if any, remaining after payment

of creditors shall be distributed as follows:

The proceeds listed below to each Partner as follows:

_____ shall receive _____ percent of the partnership assets.
...

Section 7. RELEASE OF CLAIMS. Each partner hereby releases each of the other partners and the

partnership from all known claims arising under the partnership agreement, except as stated elsewhere in

this agreement and/or any equalization payments set forth herein.

Section 8. POWER OF ATTORNEY TO LIQUIDATING PARTNER. Each partner, being fully

informed and aware that this grant of authority is a special power of attorney coupled with an interest and

is thus irrevocable, hereby constitutes and appoints the liquidating partner as that partner's attorney-in-fact,

in his or her name and for his or her use and benefit to prepare, execute, acknowledge, verify, file, record,

and publish any agreements, notices, tax returns, billings, payments, and other documents required to be

prepared and filed to effect the dissolution, liquidation, or termination of the partnership pursuant to the

terms of this agreement and under the laws of .

Section 9. RETURN OF EQUIPMENT: During the duration of the partnership, the partners may have

utilised services and equipment, allocated to complete tasks of the partnership, free of charge. Such services

and equipment will be returned to the _____ and such return will not be considered a distribution

of partnership assets.

Section 10. SUCCESSORS. This agreement shall benefit and be binding on the respective heirs,

executors, administrators, legatees, distributees, devisees, representatives, assignees, and other successors

of each partner.

This Agreement is executed in the State of _____ , and is effective on the last date signed by the last

Partner to sign hereunder.