

BUSINESS PARTNERSHIP DISSOLUTION AND FINAL TAX LIQUIDATION AGREEMENT

This Business Partnership Dissolution and Final Tax Liquidation Agreement (the "Agreement") is entered into and made effective as of _____, by and between the following partners (collectively referred to as the "Partners"):

Partner A: _____
Address: _____
Tax Identification Number: _____

Partner B: _____
Address: _____
Tax Identification Number: _____

Partner C: _____
Address: _____
Tax Identification Number: _____

RECITALS

WHEREAS, the Partners entered into a Partnership Agreement dated _____ under the name of _____ (the "Partnership") with its principal place of business located at _____; and

WHEREAS, the Partners have mutually agreed to dissolve the Partnership, liquidate its assets, settle its remaining liabilities, and perform final tax allocations and distributions in accordance with applicable tax laws and regulations; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Partners agree as follows:

1. DISSOLUTION OF PARTNERSHIP

The Partners hereby agree that the Partnership shall be dissolved, and its business affairs wound up, effective as of _____ (the "Dissolution Date"). Following the Dissolution Date, the Partnership shall not carry on any business activity except as necessary to wind up its affairs, pay outstanding debts, and distribute remaining assets to the Partners.

2. WINDING UP OF AFFAIRS

The Partners designate _____ as the Liquidating Partner to manage the winding up of the Partnership's affairs, collection of outstanding accounts receivable, sale or disposal of physical assets, and final satisfaction of all liabilities.

3. FINAL VALUATION OF ASSETS AND LIABILITIES

A final accounting of the Partnership's balance sheet as of the Dissolution Date has been prepared and is attached hereto. The final assets and liabilities are recorded as follows:

Asset / Liability Description	Estimated Book Value	Final Liquidated Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. PRIORITY OF PAYMENTS AND DISTRIBUTIONS

All assets of the Partnership, including cash and proceeds from any asset sales, shall be applied and distributed in the following order of priority:

1. Payment to third-party creditors of the Partnership, including any tax liabilities, in full or as otherwise negotiated.
2. Establishment of an escrow reserve in the amount of _____ for any contingent, unforeseen, or subsequent claims and liabilities.
3. Repayment of any outstanding loans or advances made by Partners to the Partnership.
4. Distribution of remaining assets to the Partners in accordance with their positive capital account balances, calculated after all adjustments for operations, liquidating gains, and tax allocations are finalized.

5. CAPITAL ACCOUNTS AND FINAL TAX ALLOCATION

The Partners agree that the final capital account balances prior to liquidation distributions are as follows:

- Partner A Capital Account Balance: _____
- Partner B Capital Account Balance: _____
- Partner C Capital Account Balance: _____

All items of income, gain, loss, and deduction resulting from the winding up and tax liquidation of the Partnership shall be allocated among the Partners in accordance with their respective partnership profit/loss sharing ratios as defined in the original Partnership Agreement, unless otherwise required by the Internal Revenue Code and state tax regulations.

6. PREPARATION AND FILING OF TAX RETURNS

The Liquidating Partner shall cause the preparation and filing of the Partnership's final federal, state, and local income tax returns, including the final Schedule K-1 forms for each Partner for the tax year ending _____. All expenses associated with the preparation of these tax returns shall be borne by the Partnership prior to final distribution.

7. RELEASE AND DISCHARGE

Subject to the provisions of this Agreement and the complete distribution of the Partnership's remaining assets, each Partner hereby releases, waives, and forever discharges each other Partner from any and all claims, demands, liabilities, actions, or causes of action arising out of or related to the Partnership, its operations, or the dissolution thereof, except in the case of fraud, willful misconduct, or a breach of this Agreement.

8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of _____, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, the Partners have executed this Business Partnership Dissolution and Final Tax Liquidation Agreement as of the date first written above.

Partner A Signature

Printed Name: _____

Date: _____

Partner B Signature

Printed Name: _____

Date: _____

Partner C Signature

Printed Name: _____

Date: _____