

# EQUITY PURCHASE AND PARTNERSHIP RETIREMENT AGREEMENT

This Equity Purchase and Partnership Retirement Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_, by and among the following parties:

**Retiring Partner:** \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "Retiring Partner").

**Remaining Partner(s):** \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "Remaining Partner(s)").

**Partnership:** \_\_\_\_\_, a partnership organized and operating under the laws of the State of \_\_\_\_\_ (hereinafter referred to as the "Partnership").

## RECITALS

WHEREAS, the Retiring Partner is a general/limited partner in the Partnership, holding a \_\_\_\_\_% partnership interest (the "Partnership Interest"); and

WHEREAS, the Retiring Partner desires to retire from the Partnership and sell all of their Partnership Interest; and

WHEREAS, the Remaining Partner(s) and the Partnership desire to purchase the Retiring Partner's entire Partnership Interest and facilitate the Retiring Partner's orderly retirement from the Partnership upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. RETIREMENT AND EFFECTIVE DATE

The Retiring Partner hereby retires from the Partnership, and such retirement shall be effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Retirement Date"). As of the Retirement Date, the Retiring Partner shall cease to be a partner of the Partnership and shall have no further rights, powers, duties, or obligations associated with being a partner, except as expressly provided in this Agreement.

## 2. PURCHASE AND SALE OF PARTNERSHIP INTEREST

The Retiring Partner hereby sells, transfers, assigns, and conveys to \_\_\_\_\_, and the purchaser(s) hereby accept and purchase, all of the Retiring Partner's right, title, and interest in and to the Partnership Interest, free and clear of all liens, encumbrances, and security interests.

## 3. PURCHASE PRICE AND PAYMENT TERMS

The total purchase price for the Partnership Interest shall be the sum of \$ \_\_\_\_\_ (the "Purchase Price"). The Purchase Price shall be paid as follows:

- a. **Initial Payment:** The sum of \$ \_\_\_\_\_ shall be paid to the Retiring Partner on or before \_\_\_\_\_, 20\_\_\_\_.
- b. **Balance:** The remaining balance of \$ \_\_\_\_\_ shall be paid in accordance with the following terms: \_\_\_\_\_.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE RETIRING PARTNER**

The Retiring Partner represents and warrants to the Remaining Partner(s) and the Partnership that:

- a. The Retiring Partner is the sole legal and beneficial owner of the Partnership Interest and has full power and authority to sell and transfer the same.
- b. The Partnership Interest is free and clear of any liens, claims, options, charges, or encumbrances of any nature.
- c. This Agreement constitutes a valid and legally binding obligation of the Retiring Partner, enforceable in accordance with its terms.

#### **5. RELEASE OF CLAIMS**

Effective as of the Retirement Date, and except for the obligations arising under or preserved by this Agreement, the Retiring Partner, on behalf of themselves and their heirs, executors, and assigns, hereby releases, acquits, and forever discharges the Partnership, the Remaining Partner(s), and their respective agents, employees, and representatives from any and all claims, demands, liabilities, actions, or causes of action arising out of or relating to the Retiring Partner's participation in, association with, or retirement from the Partnership.

#### **6. INDEMNIFICATION**

The Remaining Partner(s) and the Partnership, jointly and severally, agree to indemnify, defend, and hold harmless the Retiring Partner from any and all debts, liabilities, claims, or obligations of the Partnership arising after the Retirement Date, except for any liability resulting from the Retiring Partner's prior willful misconduct or breach of this Agreement.

#### **7. GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

#### **8. ENTIRE AGREEMENT**

This Agreement contains the entire understanding among the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements, representations, or understandings between them regarding the retirement and buyout.

IN WITNESS WHEREOF, the parties hereto have executed this Equity Purchase and Partnership Retirement Agreement as of the date first above written.

**RETIRING PARTNER:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**REMAINING PARTNER:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**REMAINING PARTNER:**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTNERSHIP Representative:**

\_\_\_\_\_  
Signature

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_