**Dissolution of Subsidiary Agreement**

This document is a Dissolution of Subsidiary Agreement (the “Agreement”) and is effective [DATE]

**BETWEEN: [SUBSIDIARY COMPANY NAME]** (the "Subsidiary"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Parent"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

WHEREAS the Subsidiary wishes to dissolve pursuant to [ARTICLE/CLAUSE] of the [COUNTRY COMPANYS ACT/LAW];

WHEREAS the Parent owns all the outstanding shares in the capital stock of the Subsidiary and upon a distribution of the assets of the Subsidiary would be entitled to all such assets;

WHEREAS the Parent has agreed to assume and discharge all liabilities, if any, and obligations of the Subsidiary, and has also agreed to assume all expenses [OPTIONAL] in connection with the proposed dissolution of the Subsidiary;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Subsidiary conveys and assigns unto the Parent all its property and assets of every nature and kind whatsoever, including, without limiting the generality of the foregoing:
   1. [NUMBER] shares in the common stock of [COMPANY NAME] registered in the name of the Subsidiary;
   2. all the property of the Subsidiary, moveable and immovable, real or personal, of every kind and wheresoever situate;
   3. all book and other debts due or accruing to the Subsidiary and the full benefit and advantage of all security for such debts;
   4. all existing contracts and engagements to which the Subsidiary may be bound;
   5. all cash on hand in banks and all securities, if any, owned by the Subsidiary; and
   6. all other property, assets and rights which the Subsidiary is or may hereafter be entitled to in connection with the business formerly carried on by it or otherwise.
2. The Subsidiary irrevocably appoints any officer or director of the Parent and its attorney(s) to sign and execute on behalf of the Subsidiary all deeds, documents and assurances and to do all acts and things necessary or advisable for the purpose of vesting in the Parent the property and assets hereby transferred.
3. The Subsidiary further irrevocably appoints any officer or director of the Parent and its attorney(s) to give or grant acquittances, releases, receipts, discharges, quittances or main-levées with or without consideration, and, where the same is required, to request any Registrar to radiate any charges.
4. The Parent agrees to assume and discharge all liabilities if any, and obligations are now owing by the Subsidiary and all expenses in connection with the dissolution of the Subsidiary.

IN WITNESS WHEREOF the parties have signed this Agreement on the date hereinabove first mentioned.

# SUBSIDIARY PARENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title