General Conveyance Agreement – Dissolution

****

This General Conveyance Agreement – Wind Up (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Parent"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Subsidiary"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

Pursuant to the laws of [COUNTRY], the Subsidiary wishes to dissolve.

The Parent owns all outstanding shares in the capital stock of the Subsidiary.

All liabilities and obligations of the Subsidiary as well the expenses resulting from dissolution have been agreed to be assumed and discharged by the Parent.

The following is agreed by the parties:

**1. ASSIGNMENT OF PROPERTY**

1.1 The Subsidiary transfers and assigns all assets of every nature possessed by the Subsidiary to the Parent; this takes effect as of the close of business (the “Effective Date”). This includes but is not limited to:

a) all tangible and intangible property possessed by the Subsidiary of every kind and wheresoever situate;

b) all book and other debts due or accruing due to the Subsidiary and the full benefit and advantage of all security for such debts;

c) all existing contracts, leases, agreements and engagements to which the Subsidiary is or may be bound;

d) all cash on hand in banks and all securities, if any, owned by the Subsidiary; and

1. 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.

1.2 The Subsidiary appoints a director who, on behalf of the Subsidiary, in the interest of the Parent is authorized to sign and execute all deeds, documents and assurances. The duty of the director is to do all things necessary or advisable for the purpose of vesting in the Parent, the property and assets being transferred. The Subsidiary further irrevocably appoints any officer or director of the Parent its attorney to give or grant acquittances, releases, receipts, discharges, quittances, with or without consideration, and where same is required, to request any registrar to radiate any charges.

**2. ASSUMPTION OF DEBTS AND OBLIGATIONS**

2.1 The Parent agrees to assume and discharge all liabilities, if any, and obligations owing by the Subsidiary as well as all expenses (including reasonable legal fees) resulting from and in connection with the dissolution of the Subsidiary.

**3. MISCELLANEOUS**

3.1 The Subsidiary agrees that upon reasonable request of the Parent, it will from time to time after the Effective Date execute, acknowledge and deliver or cause to be delivered any and all such further assignments, transfers, conveyances, or other instruments as may be reasonably required in conformity with this Agreement for the purposes of completely transferring and conveying to the Parent any assets or rights to be transferred or assigned hereunder.

3.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, legal representatives, successors and assigns.

3.3 This Agreement shall be governed by and construed in accordance with the laws of the [State/Province] of [STATE/PROVINCE].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# FIRST PARTY (PARENT COMPANY) SECOND PARTY (SUBSIDIARY)

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title