Dissolution of Shareho – Deed of Termination

Date: <<Insert Date>> day of <<M

Parties:

(1) <<Name of Shareholder>> s Address>> ("Shareholder A");

(2) <<Name of Shareholder>> s Address>> ("Shareholder B");

(3) <<Name of Shareholder>> s Address>> ("Shareholder C");

each a "Shareholder" and togethe

(4) <<Name of Company>>, a n << England and Wales >> under No. <<Insert Company Nu d office is at <<Insert Registered Office of Company>> (the "

each a "Party" and together the "P

WHEREAS:

A. The Shareholders and the a shareholders' agreement dated <<Insert Relevant Date>>, ement", relating inter alia, to their respective rights and obliga the Company.

B. The Parties have agreed t lders' Agreement pursuant to the terms and conditions of this

NOW IT IS AGREED AS FOLLOV

1. **Termination**

Each Party hereby irrevo ally agrees that at the date of execution of this Deed, the nt is terminated and shall cease to be of any further force or e

2. **Waiver and Release**

2.1 Each Party shall, a ion of this Deed, irrevocably and unconditionally rele m their obligations and duties and from all past, p bility under the Shareholders' Agreement.

2.2 Each Party shall, a ion of this Deed, irrevocably and unconditionally wai s it has or may have against every other Party under th ent.

SAMPLE

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3. **Further Action**

Each Party undertakes tha and execute or sign such further documents or agreements quired in order to give full effect to the terms and conditions c ut without limitation, ensuring that this Deed is enforceable.

4. **Costs**

Each Party shall bear its s incurred in connection with the negotiation, preparation, ex his Deed.

5. **Effect of Termination**

On termination of the Shar e following clauses shall continue in force:

<<List provisions to remai fidentiality, obligations which may remain after termination, pc s and other boilerplate etc>>

6. **Counterparts**

This Deed may be execute all not be effective until each Party has executed and delivere ch counterpart shall constitute an original of this Deed but a l together constitute one and the same document.

7. **Governing Law and Juris**

English law shall apply to es shall irrevocably agree that the English courts are to have n to settle any dispute which may arise out of or in connectio ceedings in respect of any dispute may be brought in such cou

This document has been execute ered and takes effect on the date stated at the beginning of it.

Signed, sealed and delivered as a

Acting by [*Name of director*]

……
[Director]

In the presence of [*Witness name,*

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[*Signature of witness*] ……

Signed as a Deed by [Shareholder

……

In the presence of [*Witness name,*

[*Signature of witness*] ……

Signed as a Deed by [Shareholder

……

In the presence of [*Witness name,*

[*Signature of witness*] ……

Signed as a Deed by [Shareholder

……

In the presence of [*Witness name,*

[*Signature of witness*] ……

SAMPLE