



**“AN ACT TO AMEND AND RESTATE CHAPTER 30:  
PARTNERSHIPS, OF THE ASSOCIATIONS LAW, TITLE 5,  
LIBERIAN CODE OF LAWS REVISED”**

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**AN ACT**  
**TO AMEND AND RESTATE CHAPTER 30:**  
**PARTNERSHIPS, OF THE ASSOCIATIONS LAW,**  
**TITLE 5, LIBERIAN CODE OF LAWS REVISED**



**REPUBLIC OF LIBERIA**



**CHAPTER 30.**  
**PARTNERSHIP ACT**  
**SUBCHAPTER I**  
**GENERAL PROVISIONS**

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**§30.1. Short Title.**

This Chapter shall be cited as the "Partnership Act."

**§30.2. Definitions.**

As used in this Act, unless the context otherwise requires, the term:

- (a) *"Authorized person"*. As used herein, *"authorized"* means a person who by law or who is given the authority in the partnership agreement or other instruments of the partnership or otherwise, to sign documents for and on behalf of the partnership or a person who is otherwise designated as an agent or representative duly empowered to execute instruments for and on behalf of the partnership.



- (b) “*Business*” includes every trade, occupation and profession, the holding or ownership of property and any other activity for profit.
- (c) “*Certificate*” means a certificate of partnership existence under Section §30.7, a certificate of reregistration under Sections §30.7 and 30.71, a certificate of cancellation and reregistration under Sections §30.7 and 30.73, a certificate of merger or consolidation under Sections §30.7 and §30.72, a certificate of re-domiciliation under Sections §30.7 and §30.74 or Section §30.75, a certificate of correction and a corrected certificate under Sections §30.7 and §30.17, or a certificate of termination and a certificate of amendment under Section 30.7.
- (d) “*Contribution*” means any cash, property, services rendered or a promissory note or other obligation to contribute cash or property or to perform services, which a partner contributes to a partnership in the capacity as a partner.
- (e) “*Distribution*” means a transfer of money or other property from a partnership to a partner in the partner’s capacity as a partner or to a transferee of all or a part of a partner’s economic interest.
- (f) “*Domestic partnership*” means an association of two or more persons formed under Section §30.27 or predecessor law to carry on any lawful business, purpose or activity.
- (g) “*Economic interest*” means a partner’s share of the profits and losses of a partnership and the partner’s right to receive distributions.
- (h) “*Electronic transmission*” means email or a facsimile or any other form of communication not directly involving the physical mailing or delivery of papers that create a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to one or more electronic networks or databases, or otherwise done in accordance with the Electronic Transactions Law.
- (i) “*Foreign partnership*” means a partnership formed under the laws of any foreign country, state, territory, possession or other foreign jurisdiction consisting of two or more persons, and have one or more partners, and “authorized,” when used with respect to a foreign partnership means having authority to do business in Liberia pursuant to this Act.



- (j) *"Knowledge"* means a person's actual knowledge of a fact, rather than the person's constructive knowledge of the fact.
- (k) *"Liquidating trustee"* means a person, other than a partner, designated or authorized to carry out the winding up of a partnership.
- (l) *"Minister of Foreign Affairs"* means the Minister of Foreign Affairs and any deputy or assistant minister in the Ministry of Foreign Affairs exercising a function assigned to him, and "Minister" shall, in the absence of an indication to the contrary, be assumed to be a reference to the Minister of Foreign Affairs as so defined.
- (m) *"Non-resident domestic partnership"* means a domestic partnership not doing business in Liberia. A partnership shall not be considered to be doing business in Liberia by reason of carrying on in Liberia one or more of the following activities:
  - (i) Maintaining or defending any action or proceeding, or effecting settlement thereof or the settlement of claims or disputes;
  - (ii) Holding meetings, including meetings of its partners;
  - (iii) Maintaining facilities or agencies only for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities;
  - (iv) Maintaining a registered agent or an administrative, management or statutory office in Liberia;
  - (v) Investing in stock (or other equity ownership interests) or securities in a resident legal person (unless the investment is in an entity that provides to the investor a distributive share of adjusted income consisting of income derived from operations carried on in Liberia); or
  - (vi) Maintaining a bank account in Liberia.
- (n) *"Partner"* means a person who is admitted to a partnership as a partner of the partnership.



- (o) “*Partnership*” means an association of two or more persons formed under Section 30.27 or a predecessor law, or a comparable law of another jurisdiction, to carry on any business, purpose or activity.
- (p) “*Partnership agreement*” means the agreement:
  - (i) in the case of a non-resident domestic partnership, whether written, oral or implied, among the partners concerning the partnership, including amendments to the partnership agreement, which may be signed electronically or otherwise. A partnership is not required to execute its partnership agreement. A partnership agreement is not subject to any statute of frauds. A partnership is bound by its partnership agreement whether or not the partnership executes the partnership agreement. A partnership agreement may provide rights to any person, including a person who is not a party to the partnership agreement, to the extent set forth therein. A partner of a partnership or an assignee of an economic interest is bound by the partnership agreement whether or not the partner or assignee executes the partnership agreement;
  - (ii) in the case of a resident domestic partnership, a written agreement among the partners concerning the partnership, including amendments to the partnership agreement, which may be signed electronically or otherwise. A partnership agreement may provide rights to any person, including a person who is not a party to the partnership agreement, to the extent set forth therein. A partner of a partnership or an assignee of an economic interest is bound by the partnership agreement whether or not the partner or assignee executes the partnership agreement. A partnership is not required to execute its partnership agreement, and is bound by its partnership agreement whether or not the partnership executes the partnership agreement.
- (q) “*Partnership for a definite term or particular undertaking*” means a partnership in which the partners have agreed to remain partners until the expiration of a definite term or the completion of a particular undertaking.
- (r) “*Partnership interest*” or “*partner’s interest in the partnership*” means all of a partner’s interests in the partnership, including the partner’s economic interest and all management and other rights.



- (s) **"Person"** means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, government or any agency thereof, custodian, nominee or any other individual or legal entity in its own or any representative capacity, in each case, whether domestic or foreign.
- (t) **"Personal representative"** means, as to a natural person, the executor, administrator, guardian, conservator or other legal representative thereof and, as to a person other than a natural person, the legal representative or successor thereof.
- (u) **"Property"** means all property, real, personal or mixed, tangible or intangible, or any interest therein.
- (v) **"Registered Agent"** means an agent designated in accordance with Section §30.12.
- (w) **"Registrar"** means the Minister of Foreign Affairs or a Deputy Registrar appointed by the Minister of Foreign Affairs with authority to register and regulate business associations in the Republic of Liberia as provided in this Act.
- (x) **"Resident domestic partnership"** means a domestic partnership doing business in Liberia.
- (y) **"Transfer"** includes an assignment, conveyance, lease, mortgage, deed, encumbrance, and like dispositions.

### **§30.3. Knowledge and notice.**

1. A person is deemed to know a fact if the person has actual knowledge of it.
2. A person is deemed to have notice of a fact:
  - (a) If the person knows of it;
  - (b) If the person has received a notification of it;
  - (c) If the person has reason to know it exists from all of the facts known to the person at the time in question; or
  - (d) By reason of a filing or recording of a certificate to the extent provided by and subject to the limitations set forth in this Act.



3. A person notifies or gives notification to another by taking steps reasonably required to inform the other person in the ordinary course, whether or not the other person obtains knowledge of it.
4. A person is deemed to receive notification when the notification:
  - (a) Comes to the person's attention; or
  - (b) Is received at the person's place of business or at any other place held out by the person as a place for receiving communications, including, as applicable, by electronic transmission.
5. Except as otherwise provided in Section 30.3.6, a person other than an individual knows, has notice, or receives a notification of a fact for purposes of a particular transaction when the individual conducting the transaction knows, has notice, or receives notification of the fact, or in any event when the fact would have been brought to the individual's attention if the person had exercised reasonable diligence. The person exercises reasonable diligence if he maintains reasonable routines for communicating significant information to the individual conducting the transaction and there is reasonable compliance with the routines. Reasonable diligence does not require an individual acting for the person to communicate information unless the communication is part of the individual's regular duties or the individual has reason to know of the transaction and that the transaction would be materially affected by the information.
6. A partner's knowledge, notice or receipt of a notification of a fact relating to the partnership is effective immediately as knowledge by, notice to, or receipt of notification by the partnership, except in the case of a fraud on the partnership committed by or with the consent of that partner.

#### **§30.4. Construction.**

1. Action validly taken pursuant to one provision of this Act shall not be deemed invalid solely because it is identical or similar in substance to an action that could have been taken pursuant to some other provision of this Act but fails to satisfy one or more requirements prescribed by such other provision.
2. This Act applies to every resident and non-resident domestic partnership and to every foreign partnership authorized to do business or doing business in Liberia; but the provisions of this Act shall not alter or amend the certificate of partnership existence of any domestic partnership in existence on the effective date of this Act, whether established by formation or created by a special Act of the Liberian legislature. Every domestic partnership created prior to the effective date of this

Act shall be subject to this Act upon amending its certificate of partnership existence subjecting the partnership to this Act.

3. This Act shall not affect any cause of action, liability, penalty, or action or special proceeding which on the effective date of this Act is accrued, existing, incurred or pending, but the same may be asserted, enforced, prosecuted, or defended as if this Act had not been enacted.
4. *Adoption of Delaware Corporation and Business Entity Laws.* This Act shall be applied and construed to make the laws of Liberia, with respect to the subject matter hereof, harmonious with the laws of the State of Delaware of the United States of America. Insofar as it does not conflict with any other provisions of this Act or the decisions of the courts of the Republic of Liberia, both of which shall take precedence, the non-statutory corporation and business entity laws of the State of Delaware with substantially similar legislative provisions with respect to the subject matter hereof shall be, when applicable, adopted as Liberian law when the laws of Liberia are silent. In such cases, the courts of Liberia may apply such non-statutory corporation and business entity law of Delaware in resolving any issues before such courts. Section 40 of the General Construction Law (Reception Statute), Title 15, 1956 Code shall not apply with regards to the interpretation of this Act.
5. References in this Act to a "court of competent jurisdiction" or similar language shall mean, with respect to resident domestic partnerships, a court of competent jurisdiction within Liberia.
6. This Act shall be applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this Act.
7. In any case not provided for in this Act, the rules of law and equity, shall govern.
8. Notwithstanding any law to the contrary, no obligation of a partner to a partnership, or to a partner of a partnership, arising under a partnership agreement or a separate agreement or writing, and no note, instruction or other writing evidencing any such obligation of a partner, shall be subject to the defense of usury, and no partner shall interpose the defense of usury with respect to any such obligation in any action.

**§30.5. Effect of partnership agreement; non-waivable provisions.**

1. Except as otherwise provided in Section 30.5.2, relations among the partners and between the partners and the partnership shall be governed by the partnership agreement. To the extent that the partnership agreement does not provide otherwise, this Act governs relations among the partners and



between the partners and the partnership. For the avoidance of doubt, the absence of language that provides "unless otherwise provided in the partnership agreement" or similar language shall not prohibit a partnership from varying provisions of this Act relating to the relations among the partners and between the partners and the partnership, subject to Section 30.5.2.

2. The partnership agreement shall not:

- (a) Vary the rights and duties under Section 30.7 except to eliminate the duty to provide copies of certificates to all of the partners;
- (b) Restrict a partner's rights to obtain information as provided in Section §30.44, except as permitted by Section §30.44.6;
- (c) Eliminate the implied contractual covenant of good faith and fair dealing, but the partnership agreement may restrict the obligation or prescribe the standards by which the performance of the obligation is to be measured;
- (d) Vary the power to dissociate as a partner under Section §30.56.1, except to require the notice under Section §30.55.1 to be in writing;
- (e) Vary the right of a court of competent jurisdiction to expel a partner in the events specified in Section §30.55.5;
- (f) Vary the requirement to wind up the partnership business in cases specified in Section 30.63.4, 30.63.5 or 30.63.6;
- (g) Vary the requirements relating to maintaining information and books and records specified in Section 30.43; and
- (h) Vary the denial of partnership power to issue a certificate of partnership interest in bearer form.

3. It is the policy of this Act to give maximum effect to the principle of freedom of contract and to the enforceability of partnership agreements.

4. A partner or another person shall not be liable to a partnership or to another partner or to another person that is a party to or is otherwise bound by a partnership agreement for breach of fiduciary

duty for the partner's or other person's good faith reliance on the provisions of the partnership agreement.

5. A partnership agreement may provide for the limitation or elimination of any and all liabilities for breach of contract and breach of duties (including fiduciary duties) of a partner or other person to a partnership or to another partner or to another person that is a party to or is otherwise bound by a partnership agreement; provided, that a partnership agreement shall not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the obligation of good faith and fair dealing.

#### **§30.6. Governing law.**

1. Except as otherwise provided in Section §30.6.2, the law of the jurisdiction governing a partnership agreement governs relations among the partners and between the partners and the partnership.
2. The law of Liberia shall govern the relations among the partners and between the partners and the partnership where the partnership agreement is silent as to a governing law.
3. If (i) a partnership agreement provides for the application of the laws of Liberia, and (ii) the partnership files with the Registrar or the Deputy Registrar a certificate of partnership existence, then the partnership agreement shall be governed by and construed under the laws of Liberia.

#### **§30.7. Execution and filing of certificates.**

Except where otherwise provided in this Act, Section 1.4 of this Title shall apply in respect of any document or certificate to be filed with the Registrar or the Deputy Registrar under the provisions of this Act. Notwithstanding anything to the contrary provided in Section 1.4 of this Title:

1. Any certificate filed by a partnership may be executed by at least one partner or by one or more authorized persons. The execution of a certificate by a person who is authorized by this chapter to execute such certificate constitutes an oath or affirmation, under the penalties of perjury, that to the best of such person's knowledge and belief, the facts stated therein are true. A person who executes a certificate as an agent or fiduciary, in the case of a resident domestic partnership, shall exhibit evidence of his authority as a prerequisite to filing of the certificate. However, in the case of a non-resident partnership, the person executing the certificate may not exhibit any such evidence of his authority as a prerequisite to filing of such certificate by the Registrar or the Deputy Registrar, unless



such evidence is required by the Registrar or the Deputy Registrar. Any signature on any certificate or other instrument authorized to be filed with the Registrar or the Deputy Registrar under any provision of this Act may be a facsimile, a conformed signature or an electronically transmitted signature. In addition, without limitation to the foregoing, Chapter 13 (Electronic Transactions Law) of Title 14 (General Business Law) shall apply to any document or instrument that shall be executed, filed, or acknowledged. Unless the Registrar or the Deputy Registrar finds that any certificate does not conform to law, upon receipt of all filing fees required by law, and any other document requested by the Registrar or the Deputy Registrar, the Registrar or the Deputy Registrar shall endorse the certificate, append the word "filed" thereon, and note the date of the filing. This endorsement shall be conclusive evidence as to the date of its filing in the absence of actual fraud.

2. (a) A person authorized by this Act to file a certificate may amend or cancel the certificate by filing an amendment or cancellation that names the partnership, identifies the certificate, and states the substance of the amendment or cancellation. A person authorized by this Act to file a certificate who becomes aware that such certificate was false or misleading when made, or that any matter described in the certificate has changed, making the certificate false or misleading in any material respect, shall promptly amend the certificate. Upon the filing of a certificate amending or correcting a certificate (or judicial decree of amendment) with the Registrar or the Deputy Registrar, or upon the future effective date of a certificate amending or correcting a certificate (or judicial decree thereof), as provided for therein, the certificate being corrected or amended shall be corrected or amended as set forth therein. Upon the filing of a certificate of cancellation of partnership existence (or judicial decree thereof), or a certificate of merger or consolidation, or a certificate of re-domiciliation or certificate of cancellation and reregistration, or upon the future effective date of cancellation (or a judicial decree thereof) or of a certificate of merger or consolidation, or a certificate of re-domiciliation or certificate of cancellation and reregistration, as provided for therein, the partnership existence shall be cancelled. Also, a certificate of partnership existence shall be cancelled upon the dissolution and the completion of winding up of the partnership or upon the filing of a certificate of merger or consolidation if the domestic partnership is not the surviving or resulting legal entity in a merger or consolidation, or upon the filing of a certificate of re-domiciliation or upon the filing of a certificate of reregistration. A certificate of cancellation shall be filed with the Registrar or the Deputy Registrar to accomplish the cancellation of a certificate of partnership existence upon the dissolution and the completion of winding up of a domestic partnership and shall set forth:

- (i) The name of the partnership;
    - (ii) The date of filing of its certificate of partnership existence; and
    - (iii) Any other information the person filing the certificate of cancellation determines.
  - (b) Upon the filing of a certificate of partnership re-domiciliation, or upon the future effective date of a certificate of re-domiciliation, the legal entity filing the certificate of re-domiciliation is re-domiciled as a partnership with the effect provided in Section 30.74. Upon the filing of a certificate of reregistration, or upon the future effective date of a certificate of reregistration, the legal entity filing the certificate of reregistration as a partnership is reregistered to a partnership with the effect provided in Section 30.71.
3. A person who files a certificate pursuant to Section 30.7 shall promptly send or deliver a copy of the certificate to every non-filing partner and to any other person named as a partner in the certificate. However, a failure to send or deliver a copy of a certificate to a partner or other person does not limit the effectiveness of the certificate as to a person not a partner.
4. Any certificate or document to be issued by the Registrar or the Deputy Registrar in accordance with the provisions of this Act may be executed, filed, acknowledged or sealed, as the case may be, electronically in accordance with Chapter 13 of Title 14 and all copies of documents filed with the Registrar or the Deputy Registrar in accordance with the provisions of this Title and, where appropriate, of Chapter 13 of Title 14 with respect to the status of documents electronically generated, executed, filed, acknowledged or sealed, may be reproduced by him on paper or electronically for the purposes of certification by him in accordance with that Law. All certificates issued by the Registrar or the Deputy Registrar in accordance with the provisions of this Act and all copies of documents filed with the Registrar or the Deputy Registrar in accordance with the provisions of this Act shall, when certified by him, be taken and received in all courts, public offices and official bodies as *prima facie* evidence of the facts therein stated and of the execution of such instruments. The Registrar or the Deputy Registrar may also issue microfiche copies of instruments on file as well as instruments, documents and other papers not on file.
5. Where a certificate is filed by the Registrar or the Deputy Registrar and a filing date stated thereon, a presumption is created that there has been substantial compliance with the requirements of this Act.



6. Unless otherwise provided in this Act, any certificate filed under this Act shall be effective at the time of its filing with the Registrar or the Deputy Registrar or at any later date (unless otherwise provided in this Act, not later than a time on the 180th day after the date of its filing) specified in the certificate.
7. If any certificate filed in accordance with this Act provides for a future effective date and if, prior to such future effective date set forth in such certificate, the transaction is terminated or its terms are amended to change the future effective date or any other matter described in such certificate so as to make such certificate false or inaccurate in any respect, such certificate shall, prior to the future effective date set forth in such certificate, be terminated or amended by the filing of a certificate of termination or certificate of amendment of such certificate, executed in the same manner as the certificate being terminated or amended is required to be executed in accordance with Section 30.7, which shall identify the certificate which has been terminated or amended and shall state that the certificate has been terminated or the manner in which it has been amended. Upon the filing of a certificate of amendment of a certificate with a future effective date, the certificate identified in such certificate of amendment is amended. Upon the filing of a certificate of termination of a certificate with a future effective date, the certificate identified in such certificate of termination is deemed terminated.
8. A fee established by the Registrar or the Deputy Registrar by Regulation or other legal instrument shall be paid prior to the filing of a certificate.
9. The Registrar or the Deputy Registrar may vary the requirements of this Act in respect of execution.

**§30.8. Liability for false statement.**

1. If any certificate of partnership or certificate of amendment, correction, reinstatement or cancellation or certificate of reregistration as a partnership, or certificate of re-domiciliation contains a materially false statement, one who suffers loss by reasonable reliance on the statement may recover damages for the loss from:
  - (a) Any partner who executes the certificate and knew or should have known the statement to be false in any material respect at the time the certificate was executed; and
  - (b) Any partner who thereafter knows that any arrangement or other fact described in the certificate is false in any material respect or has changed, making the statement false in any

material respect, if that partner had sufficient time to amend, correct or cancel the certificate, or to file a petition for its amendment, correction or cancellation, before the statement was reasonably relied upon.

2. No partner shall have any liability for failing to cause the amendment, correction or cancellation of a certificate to be filed or failing to file a petition for its amendment, correction or cancellation pursuant to Section §30.8.1 if the certificate of amendment, certificate of correction, certificate of cancellation or petition is filed within ninety (90) days of when that partner knew or should have known to the extent provided in Section §30.8.1 that the statement in the certificate was false in any material respect.

#### **§30.9. Reserved power of Republic of Liberia to alter or repeal Act.**

The provisions of this Act may be altered from time to time or repealed, and all rights of the partners are subject to this reservation. Unless expressly stated to the contrary in this Act, all amendments to this Act shall apply to partnerships and partners whether or not existing at the time of the enactment of any such amendment.

#### **§30.10. Name of partnership.**

1. The name of the partnership shall contain the word "Partnership".
2. The name of a partnership may contain (i) the name of a partner or (ii) the words: "Association", "Club", "Foundation", "Fund", "Institute", "Society", "Union", "Syndicate", "Trust", or abbreviations of like import.
3. The name of a partnership to be included in the certificate of partnership existence filed by such partnership shall be such as to distinguish it upon the records of the Registrar or the Deputy Registrar from the name on such records of any partnership, limited partnership, corporation, trust, limited liability company, or other legal entity reserved, registered or organized under Liberian law or qualified to do business and registered as a foreign partnership, limited partnership, corporation, trust, limited liability company or other legal entity in Liberia.
4. The name of a partnership shall not contain a word, the use of which by the partnership would in the opinion of the Registrar or the Deputy Registrar constitute a criminal offense or be offensive or undesirable;



5. The name of a partnership shall not contain the words "Chamber of Commerce", "Building Society", "Bank" or "Insurance", or words of similar connotation or a translation of those words, unless the partnership is authorized to use the words by virtue of a license granted by the Liberian government or under any other relevant Liberian law;
6. The name of a partnership shall not contain words which in the opinion of the Registrar or the Deputy Registrar suggest, or are calculated to suggest, the patronage of the Liberian government or any ministry or agency thereof;
7. The name of a partnership shall not contain words forbidden by the Registrar or the Deputy Registrar for this purpose, except with his consent;
8. The Registrar or the Deputy Registrar may specify by notice words or expressions for the registration of which as or as part of a corporate name his approval is required under Section 30.10.7, and may make different provisions for different cases or classes of case and may make such transitional provisions and exceptions as he thinks appropriate;
9. Where a partnership has been organized by a name which:
  - (a) Is the same as or, in the opinion of the Registrar or the Deputy Registrar, too similar to a name appearing at the time of registration in the index of names; or
  - (b) Is the same as or, in the opinion of the Registrar or the Deputy Registrar, too similar to the name which should have appeared in that index at that time,

the Registrar or the Deputy Registrar shall, within one (1) year of the date of disclosure or discovery of that fact, direct the partnership in writing to change its name within such period as he may specify. The provisions of Section 30.10 apply in determining whether the name is the same as or too similar to another;
10. If it appears to the Registrar or the Deputy Registrar that misleading information has been given for the purpose of formation with a particular name, or that undertakings or assurances have been given for that purpose and have not been fulfilled, the Registrar or the Deputy Registrar shall within one (1) year of discovery of the date of the act direct the partnership, in writing, to change its name within such period as he may specify, and where a direction has been given under Section 30.10.8 or Section 30.10.9 the Registrar or the Deputy Registrar may by a further direction in writing extend

the period within which the partnership has to change its name at any time before the end of that period, provided that such extension shall not exceed one (1) year.

11. A certificate of partnership existence may include the name of a partnership in foreign characters only if accompanied by a translation to English letters, to the extent permitted by the Registrar or the Deputy Registrar. The Registrar or the Deputy Registrar shall treat the name in English characters for all purposes as the name of the partnership; and
12. In determining for the purposes of Section 30.10 whether one name is the same as another, there are to be disregarded:
  - (a) The definite article, where it is the first word of the name;
  - (b) The following words and expressions where they appear at the end of a name, that is to say:
    - (c) "partnership" or "and partnership"
    - (d) or a translation of into, or words with an equivalent meaning in, another language;
    - (e) Abbreviations of any of those words or expressions where they appear before or at the end of the name; and
  - (f) Type and case of letters, accents, spaces between letters and punctuation marks;and "and" and "&" are to be taken as the same.

#### **§30.11. Indemnification.**

Subject to any standards and restrictions set forth in its partnership agreement, a partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

#### **§30.12. Registered Agent for the service of process.**

1. Every domestic partnership that files a certificate of partnership existence shall designate a Registered Agent in Liberia upon whom process against such partnership or any notice or demand required or permitted by law to be served may be served. The Registered Agent for a resident domestic partnership shall be a resident domestic corporation, limited liability company, partnership or limited partnership having a place of business in Liberia or a natural person, resident of and having



a business address in Liberia. The Registered Agent for a non-resident domestic partnership shall be a domestic bank or trust company qualified in accordance with the provisions of Section 3.1 of this Title.

2. A domestic partnership which fails to maintain a registered agent shall be dissolved or its authority to do business or registration revoked pursuant to Section 30.69.
3. In cases where the Registered Agent of a partnership fails to meet the requirements of Section 3.1 of this Title, the good standing status of such partnership Registered Agent shall be revoked and shall remain so until all outstanding fees shall be paid to a legal entity which is qualified to serve as a Registered Agent.
4. In cases where a Registered Agent fails to meet the requirements of Section 3.1 of this Title, the partnership for which such Registered Agent is acting shall, notwithstanding any contrary provisions of this Act, not be required to amend the certificate of partnership existence, partnership agreement or other constituent documents to designate a new Registered Agent, and such designation may be made in accordance with procedures approved by the Registrar or the Deputy Registrar.
5. Whenever a Registered Agent is no longer qualified to serve as a Registered Agent under Section 3.1 of this Title, the Registrar or the Deputy Registrar shall appoint any other legal entity qualified to serve as a Registered Agent pursuant to Section 30.12 until such partnership appoints a new Registered Agent qualified under Section 30.12.
6. Service of process on a domestic partnership shall be made on the Registered Agent in the manner provided by law for the service of summons as if the Registered Agent were a defendant.
7. Any Registered Agent of a partnership may resign as such agent upon filing a written notice thereof with the Registrar or the Deputy Registrar, who shall cause a copy thereof to be sent or delivered to the partnership at the address of the office of the partnership within or without Liberia, or, if none, at the last known address of a person at whose request the partnership was formed. No designation of a new Registered Agent shall be accepted for filing unless all charges owing to the former agent shall have been paid.
8. A designation of a Registered Agent under Section 30.12 may be revoked or changed by filing an appropriate notification with the Registrar or the Deputy Registrar.

9. The designation of a Registered Agent shall terminate thirty (30) days after the filing with the Registrar or the Deputy Registrar of a notice of resignation or sooner if a successor agent is designated.
10. A Registered Agent, when served with process, notice or demand for the partnership which it represents, shall transmit the same to the partnership by personal notification or in the following manner: Upon receipt of the process, notice or demand, the Registered Agent shall cause a copy of such paper to be sent or delivered to the partnership named therein at its last known address. As soon thereafter as possible if process was issued in Liberia, the Registered Agent shall file with the clerk of the Liberian court issuing the process or with the competent agency of the Liberian government issuing the notice or demand either the receipt of such transmission or an affidavit stating that such transmission has been made. Compliance with the provisions of Section §30.12.10 shall relieve the Registered Agent of any further obligation to the partnership for service of the process, notice or demand, but the agent's failure to comply with the provisions of Section 30.12.10 shall in no way affect the validity of the service of the process, notice or demand.
11. The Registered Agent (and any affiliate of any legal entity acting as Registered Agent) and any agent, shareholder, member, director, officer, and employee of either such Registered Agent or such affiliate shall not directly or indirectly be liable for or subject to any liability of any kind, including legal claims, causes of action, suits, debts, counterclaims, sums of money, losses, demands, costs and expenses with respect to their acts or failures to act in the good faith conduct of the Registered Agent's duties or because of the acts of the partnership and limited partnership for which the Registered Agent serves as Registered Agent.
12. Service upon a partnership that has not filed a certificate of partnership existence may be effected in accordance with the provisions of Section 3.38(4) of the Civil Procedure Law.
13. While the primary function of the statutory registered agent, as agent for non-resident domestic business entities, including non-resident partnerships, is service of process, given the new statutory and regulatory requirements imposed on resident domestic and non-resident Liberian entities to keep adequate accounting and other records, including ownership information, the statutory registered agent shall be responsible to ensure the keeping of the required information of partners, partnerships, management and ownership on all such non-resident domestic business entities and to ensure accessibility and availability of that information to the relevant competent authorities.



14. The statutory registered agent is subject to the applicability of Anti-Money Laundering (AML) standards, the same as any other resident entity, in carrying out and performing the functions assigned to it or associated with it in the capacity as statutory registered agent, and is subject to the requirements and impositions stipulated by the relevant provisions of the AML. In connection with the foregoing, the statutory registered agent shall mandatorily require the entities for which it serves as the registered agent, to annually record the information on the partners, management and ownership of the partnership, to ensure that such business entities are in full compliance with the law, do not act in violation of any of the provisions of the AML, and are subject to enforcement against them for any identified violations of the AML.

**§30.13. Minister of Foreign Affairs as agent for service of process.**

1. Whenever a domestic partnership or foreign partnership authorized to do business in Liberia fails to maintain a registered agent in Liberia, or whenever its registered agent cannot with reasonable diligence be found at the business address of the registered agent, then the Minister of Foreign Affairs shall be an agent of such partnership upon whom any process or notice or demand required or permitted by law to be served may be served in respect of actions arising during the time that the partnership was registered in Liberia.
2. Service on the Minister of Foreign Affairs as agent of a domestic partnership or foreign partnership authorized to do business in Liberia shall be made by personally delivering to and leaving with him or his deputy or with any person authorized by the Minister of Foreign Affairs to receive such service, at the office of the Minister of Foreign Affairs, copies of such process or notice or demand, together with the statutory fee. The Minister of Foreign Affairs shall promptly mail or deliver one of such copies to such partnership at the business address of its registered agent, or if there is no such office, then the Minister of Foreign Affairs shall mail or deliver such copy, in the case of a resident domestic partnership, in care of any partner named in its certificate of partnership at the address stated therein, if any; or, in the case of a non-resident domestic partnership, at the address of the partnership without Liberia, or if none, at the last known address of a person at whose request the partnership was formed; or, in the case of a foreign partnership authorized to do business in Liberia, to such partnership at its address as stated in its application for authority to do business.
3. Every foreign partnership not authorized to do business that does any business in Liberia or does any other act in Liberia, itself or through an agent, which under Section 3.2 of the Civil Procedure Law confers jurisdiction on Liberian courts as to claims arising out of such act, is deemed to have

designated the Minister of Foreign Affairs as its agent upon whom process against it may be served, in any action or special proceeding arising out of or in connection with the doing of such business or the doing of such other act. Such process may emanate from any court in Liberia having jurisdiction of the subject matter.

**§30.14. Doing business.**

1. A limited partnership, a partnership, a limited liability company, a business or other trust or association, or a corporation formed or organized under the laws of any foreign country or other foreign jurisdiction shall not be deemed to be doing business in Liberia solely by reason of it being a partner in a domestic partnership.
2. Notwithstanding any provision of existing Liberian law, or any other law or regulation imposing taxes or fees now in effect or hereinafter enacted, non-resident domestic corporations, partnerships, limited partnerships, trusts, unincorporated associations or limited liability companies shall be exempt from any corporate tax, net income tax on unincorporated businesses, corporate profit tax, income tax, withholding tax on revenues of the entity, asset tax, tax reporting requirement on revenues of the entity, stamp duty, exchange controls or other fees or taxes, other than the annual fee or usage fees associated with obtaining services from the Republic (including but not limited to fees charged by the Registrar or the Deputy Registrar for the provision of services, and fees associated with maintaining a Liberian-flagged vessel). Interest, dividends, royalties, rents, payments (including payments to creditors and contractual counterparties), compensation or other distributions of income paid by a non-resident corporation, partnership, limited partnership, trust, unincorporated association or limited liability company to another non-resident corporation, partnership, limited partnership, trust, unincorporated association or limited liability company or to individuals or entities which are not residents of Liberia are exempt from any tax or withholding provisions of Liberian law.

**§30.15. Restated certificate of partnership existence.**

1. A certificate of partnership existence may be restated by integrating into a single instrument all of the provisions of the certificate of partnership existence which are then in effect and operative as a result of there having been theretofore filed one or more amendments pursuant to Section 30.7.2(a) or other instruments having the effect of amending a certificate of partnership existence and the certificate of partnership existence may be amended or further amended by the filing of a restated



certificate of partnership existence. The restated certificate of partnership existence shall be specifically designated as such in its heading and shall set forth:

- (a) The present name of the partnership, and if it has been changed, the name under which the partnership was originally formed;
  - (b) The date of filing of the original certificate of partnership existence with the Registrar or the Deputy Registrar;
  - (c) The information required to be included pursuant to Section 30.35.1; and
  - (d) Any other information desired to be included therein.
2. Upon the filing of the restated certificate of partnership existence with the Registrar or the Deputy Registrar, or upon the future effective date of a restated certificate of partnership existence as provided for therein, the initial certificate of partnership existence, as theretofore amended, shall be superseded; thenceforth, the restated certificate of partnership existence, including any further amendment made thereby, shall be the certificate of partnership existence of the partnership, but the original date of formation of the partnership shall remain unchanged.
3. Any amendment effected in connection with the restatement of the certificate of partnership existence shall be subject to any other provision of this Act, not inconsistent with Section 30.15, which would apply if a separate amendment were filed to effect such amendment.

**§30.16. Execution and amendment by judicial order.**

1. If a person required by this Act to execute any certificate fails or refuses to do so, any other person who is adversely affected by the failure or refusal, may petition any court of competent jurisdiction to direct the execution of the certificate. If such court finds that the execution of the certificate is proper and that any person so designated has failed or refused to execute the certificate, such court shall order the execution of the certificate by such person, and the court shall order the Registrar or the Deputy Registrar to record the certificate, even if not executed.
2. If a person required to execute a partnership agreement or amendment thereof fails or refuses to do so, any other person who is adversely affected by the failure or refusal may petition any court of competent jurisdiction to direct the execution of the partnership agreement or amendment thereof. If such court finds that the execution of the partnership agreement or an amendment thereof is proper

and that any person so designated has failed or refused to do so, such court shall order the execution of the partnership agreement or an amendment thereof by such person, and such court shall enter an order granting appropriate relief.

**§30.17. Certificate of correction.**

Whenever any certificate authorized to be filed with the Registrar or the Deputy Registrar under any provision of this Act has been so filed and is an inaccurate record of the action therein referred to, or was defectively or erroneously executed, filed, or acknowledged, such certificate may be corrected by filing with the Registrar or the Deputy Registrar a certificate of correction of such certificate. The certificate of correction shall specify the inaccuracy or defect to be corrected, shall set forth the portion of the certificate in corrected form and shall be executed and filed as required by this Act. The certificate of correction shall be effective as of the date the original certificate was filed, except as to those persons who are substantially and adversely affected by the correction, and as to those persons the certificate of correction shall be effective from the filing date of the certificate of correction.

**§30.18. Certificate in lieu of certificate of correction.**

In lieu of filing a certificate of correction under Section §30.17 of this Act, a certificate may be corrected by filing with the Registrar or the Deputy Registrar a corrected certificate, which shall be executed and filed as if the corrected certificate were the certificate being corrected, and a fee equal to the fee payable, if the certificate being corrected were then being filed, shall be paid to and collected by the Registrar or the Deputy Registrar, or an agent of the Liberian Revenue Authority, in the case of a resident domestic partnership, and by the Registrar or the Deputy Registrar, in the case of a non-resident domestic partnership. The corrected certificate shall be specifically designated as such in its heading, shall specify the inaccuracy or defect to be corrected and shall set forth the entire certificate in corrected form. A certificate corrected in accordance with this section shall be effective as of the date the original certificate was filed except as to those persons who are substantially and adversely affected by the correction and, as to those persons, the certificate as corrected shall be effective only as of the filing date of the corrected certificate.

**§30.19. Business transactions of partner with the partnership.**

Except as provided in the partnership agreement, a partner may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for and transact other business with, the partnership and, subject to other applicable law, has the same rights and obligations with respect thereto as a person who is not a partner.



### **§30.20. Appraisal rights.**

Unless otherwise provided in a partnership agreement or an agreement of merger or consolidation or a plan of merger, no appraisal rights shall be available with respect to a partnership interest or another interest in a partnership, including in connection with any amendment of a partnership agreement, any merger or consolidation in which the partnership is a constituent party to the merger or consolidation, any conversion or reregistration of the partnership to another business form, any transfer to or domestication or continuance in any jurisdiction by the partnership, or the sale of all or substantially all of the partnership's assets. Any court of competent jurisdiction shall have jurisdiction to hear and determine any matter relating to any appraisal rights provided in a partnership agreement or agreement or plan of merger or consolidation.

### **§30.21. Contested matters relating to partners; contested votes.**

1. Upon application of any partner of a partnership which is formed under Liberian law, any court of competent jurisdiction may hear and determine the validity of any admission, election, appointment or dissociation of a partner of the partnership, or the right of any person to become or continue to be a partner of the partnership, and to that end make such order or decree in any such case as may be just and proper, with power to enforce the production of any books, papers and records relating to the issue. In any such application, the partnership shall be named as a party, and service of copies of the application upon the partnership shall be deemed to be service upon the partnership and upon the person or persons whose right to be a partner is contested and upon the person or persons, if any, claiming to be a partner or claiming the right to be a partner; and the person upon whom service is made shall send or deliver immediately a copy of the application to the partnership and to the person or persons whose right to be a partner is contested and to the person or persons, if any, claiming to be a partner or the right to be a partner at their addresses last known to the person upon whom service is made or furnished to the person upon whom service is made by the applicant partner. Any court of competent jurisdiction shall make such order respecting further or other notice of such application as it deems proper under the circumstances.
2. Upon application of any partner of a domestic partnership, any court of competent jurisdiction may hear and determine the result of any vote of partners upon matters as to which the partners of the partnership, or any class or group of partners, have the right to vote pursuant to the partnership agreement or other agreement or this Act (other than the admission, election, appointment or dissociation of partners). In any such application, the partnership shall be named as a party, and service of the application upon the person upon whom service is made shall be deemed to be service

upon the partnership, and no other party need be joined in order for such court to adjudicate the result of the vote. Such court may make such order respecting further or other notice of such application as it deems proper under the circumstances.

3. Nothing herein contained limits or affects the right to serve process in any other manner now or hereafter provided by law. Section 30.21 is an extension of and not a limitation upon the right otherwise existing of service of legal process upon non-residents.

#### **§30.22. Interpretation and enforcement of partnership agreement.**

Any action to interpret, apply or enforce the provisions of a partnership agreement of a partnership which is formed under Liberian law, or the duties, obligations or liabilities of such partnership to the partners of the partnership, or the duties, obligations or liabilities among partners or of partners to such partnership, or the rights or powers of, or restrictions on, such partnership or partners, or any other instrument, document, agreement or certificate contemplated by any provision of this Act including actions authorized by Section 30.46, may be brought in any court of competent jurisdiction, except when exclusive jurisdiction is established pursuant to another provision of this Act.

#### **§30.23. Service of process on partners and liquidating trustees.**

1. A partner or a liquidating trustee of a partnership may be served with process issued by any court of competent jurisdiction in the manner prescribed in Section 30.23 in all civil actions or proceedings brought in Liberia involving or relating to the business of the partnership or a violation by a partner or the liquidating trustee of a duty to the partnership, whether or not the liquidating trustee is a partner or is a liquidating trustee at the time suit is commenced. The acceptance by a liquidating trustee of election or appointment as a liquidating trustee of a partnership, or a partner or a liquidating trustee of a partnership serving in such capacity, or the admission of any partner into the partnership, shall constitute such person's consent to the appointment as the Registered Agent of the partnership (or, if there is none, the Minister of Foreign Affairs) as such person's agent upon whom service of process may be made as provided in Section 30.23. Such execution and filing, or such acceptance or service, shall signify the consent of such partner or liquidating trustee that any process when so served shall be of the same legal force and validity as if served upon such partner or liquidating trustee within Liberia and such appointment of the Registered Agent (or, if there is none, the Minister of Foreign Affairs) shall be irrevocable, subject however to any prior revocation.



2. Service of process shall be effected by serving the Registered Agent (or, if there is none, the Minister of Foreign Affairs) with one copy of such process in the manner provided by law for service of summons. In the event service is made under Section 30.23.2 upon the Minister of Foreign Affairs, the plaintiff shall pay to the Minister of Foreign Affairs a fee established by the Registrar or the Deputy Registrar, which sum shall be taxed as part of the costs of the proceeding if the plaintiff shall prevail therein.
3. In a written partnership agreement or other writing, a partner may consent to be subject to the exclusive jurisdiction of the courts of, or arbitration in, a specified jurisdiction, and to be served with legal process in the manner prescribed in such partnership agreement or other writing.
4. Nothing herein contained limits or affects the right to serve process in any other manner now or hereafter provided by law. Section 30.23 is an extension of and not a limitation upon the right otherwise existing of service of legal process upon any person.

**§30.24. Irrevocable power of attorney or proxy.**

For all purposes of Liberian law, unless otherwise provided in a partnership agreement, a power of attorney or proxy with respect to a partnership granted to any person shall be irrevocable if it states that it is irrevocable and it is coupled with an interest sufficient in law to support an irrevocable power or proxy. Such irrevocable power of attorney or proxy, unless otherwise provided therein or in a partnership agreement, shall not be affected by the death, disability, incapacity, dissolution, termination of existence or bankruptcy of, or any other event concerning, the principal. A power of attorney or proxy with respect to matters relating to the organization, internal affairs or termination of a partnership or granted by a person as a partner or an assignee of a partnership interest or by a person seeking to become a partner or an assignee of a partnership interest and, in either case, granted to the partnership, a partner thereof, or any of their respective officers, directors, managers, members, partners, trustees, employees or agents shall be deemed coupled with an interest sufficient in law to support an irrevocable power or proxy. The provisions of Section §30.24 shall not be construed to limit the enforceability of a power of attorney or proxy that is part of a partnership agreement.

**§30.25. Records.**

There shall be maintained at the office of the Registrar or the Deputy Registrar as a public record an index of partnerships registered under this Act together with a register of all documents required by this Act to be filed with the Registrar or the Deputy Registrar. The Registrar or the Deputy Registrar shall keep an

alphabetical index of all names of all existing domestic partnerships, re-domiciled partnerships, cancelled partnerships and foreign partnerships authorized to do business in Liberia.



**SUBCHAPTER II.**  
**NATURE OF PARTNERSHIP**

- §30.26. Partnership as entity.
- §30.27. Formation of partnership; powers.
- §30.28. Partnership property.
- §30.29. When property is partnership property.
- §30.30. Admission without contribution or partnership interest.
- §30.31. Form of contribution.
- §30.32. Liability for contribution.

**§30.26. Partnership as entity.**

A partnership is a separate legal entity which is distinct from its partners unless otherwise provided in a certificate of partnership existence and in a partnership agreement.

**§30.27. Formation of partnership; powers.**

1. Except as otherwise provided in Section 30.27.2, the association of two or more persons
  - (a) to carry on as co-owners a business for profit forms a partnership, whether or not the persons intend to form a partnership; or
  - (b) to carry on any purpose or activity not-for-profit forms a partnership when the persons intend to form a partnership.
2. An association formed under a statute other than (i) this Act or (ii) a predecessor statute is not a partnership under this Act.
3. In determining whether a partnership is formed under Section 30.27.1(a), the following rules shall apply:
  - (a) Joint tenancy, tenancy in common, tenancy by the entireties, joint property, common property or partial ownership does not by itself establish a partnership, even if the co-owners share profits made by the use of the property.
  - (b) The sharing of gross returns does not by itself establish a partnership, even if the persons sharing them have a joint or common right or interest in property from which the returns are derived.

(c) Notwithstanding Section 30.24.3(b), a person who receives a share of the profits of a business is presumed to be a partner in the business, unless the profits were received in payment:

- (i) Of a debt by installments or otherwise;
- (ii) For services as an independent contractor or of wages or other compensation to an employee;
- (iii) Of rent;
- (iv) Of an annuity or other retirement or health benefit to a beneficiary, representative, or designee of a deceased or retired partner;
- (v) Of interest or other charge on a loan, even if the amount of payment varies with the profits of the business, including a direct or indirect present or future ownership of the collateral, or rights to income, proceeds or increase in value derived from the collateral; or
- (vi) For the sale of the goodwill of a business or other property by installments or otherwise.

4. A partnership shall possess and may exercise all the powers and privileges granted by this Act or by any other law or by its partnership agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the partnership.
5. Notwithstanding any provision of this Act to the contrary, without limiting the general powers enumerated in Section 30.27.4, a partnership shall, subject to such standards and restrictions, if any, as are set forth in its partnership agreement, have the power and authority to make contracts of guaranty and suretyship and enter into interest rate, basis, currency, hedge, or other swap agreements or cap, floor, put, call, option, exchange, or collar agreements, derivative agreements, or other agreements similar to any of the foregoing.
6. A partnership has the power and authority to grant, hold, or exercise a power of attorney, including an irrevocable power of attorney.



7. A partnership to which the Financial Institutions Act or the Insurance Law is applicable shall also be subject to this Act, provided that the Financial Institutions Act or any amendments or restatement of the said act, or the Insurance Law, or any amendment thereto, as the case may be, shall prevail over any conflicting provisions of this Act.
8. A non-resident domestic partnership is not required to register with, and shall not be regulated by, the Ministry of Commerce and Industry, the Ministry of Transport, the Liberia Business Registry, the Liberian Revenue Authority, or any successor to any of the foregoing regardless of nomenclature, or any similar regulatory agency, and shall not be subject to any enactment intended to regulate the conduct of business in Liberia.

**§30.28. Partnership property.**

Unless otherwise provided in a certificate of partnership existence and in a partnership agreement, property acquired by a partnership is property of the partnership and not of the partners individually.

**§30.29. When property is partnership property.**

1. Property is partnership property if acquired in the name of:
  - (a) The partnership; or
  - (b) One or more persons with an indication in the instrument transferring title to the property of the person's capacity as a partner or of the existence of a partnership but without an indication of the name of the partnership.
2. Property is acquired in the name of the partnership by a transfer to:
  - (a) The partnership in its name; or
  - (b) One or more persons in their capacity as partners in the partnership, if the name of the partnership is indicated in the instrument transferring title to the property.
3. Property is presumed to be partnership property if purchased with partnership assets, even if not acquired in the name of the partnership or of one or more persons with an indication in the instrument transferring title to the property of the person's capacity as a partner or of the existence of a partnership.

4. Property acquired in the name of one or more persons, without an indication in the instrument transferring title to the property of the person's capacity as a partner or of the existence of a partnership and without use of partnership assets, is presumed to be separate property, even if used for partnership purposes.

**§30.30. Admission without contribution or partnership interest.**

Each person to be admitted as a partner to a partnership formed under Section 30.27.1 may be admitted as a partner and may receive a partnership interest in the partnership without making a contribution or being obligated to make a contribution to the partnership. Each person to be admitted as a partner to a partnership formed under Section 30.27.1 may be admitted as a partner without acquiring an economic interest in the partnership. Nothing contained in Section 30.30 shall affect a partner's liability under Section 30.38.

**§30.31. Form of contribution.**

The contribution of a partner may be in cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services.

**§30.32. Liability for contribution.**

1. A partner is obligated to the partnership to perform any promise to contribute cash or property or to perform services, even if the partner is unable to perform because of death, disability or any other reason. If a partner does not make the required contribution of property or services, the partner is obligated at the option of the partnership to contribute cash equal to that portion of the value of the contribution that has not been made. The foregoing option shall be in addition to, and not in lieu of, any other rights, including the right to specific performance, that the partnership may have against such partner under the partnership agreement or applicable law.
2. A partnership agreement may provide that the partnership interest of any partner who fails to make any contribution that the partner is obligated to make shall be subject to specified penalties for, or specified consequences of, such failure. Such penalty or consequence may take the form of reducing or eliminating the defaulting partner's interest in the partnership, subordinating the partner's partnership interest to that of non-defaulting partners, a forced sale of the partner's partnership interest, forfeiture of the partner's partnership interest, the lending by other partners of the amount necessary to meet the partner's commitment, a fixing of the value of the partner's partnership interest



by appraisal, or by formula and redemption or sale of the partner's partnership interest at such value, or other penalty or consequence.

### **SUBCHAPTER III.**

#### **RELATIONS OF PARTNER TO PERSONS DEALING WITH PARTNERSHIP**

- §30.33. Partner agent of partnership.
- §30.34. Transfer of partnership property.
- §30.35. Certificate of partnership existence.
- §30.36. Denial of status as partner.
- §30.37. Partnership liable for partner's actionable conduct.
- §30.38. Partner's liability.
- §30.39. Actions by and against partnership and partners.
- §30.40. Liability of purported partner.

#### **§30.33. Partner agent of partnership.**

Subject to the provisions of a certificate of partnership existence under Section 30.35:

1. Each partner is an agent of the partnership for the purpose of its business, purposes, or activities. An act of a partner, including the execution of an instrument in the partnership name, for apparently carrying on in the ordinary course the partnership's business, purposes, or activities or business, purposes, or activities of the kind carried on by the partnership binds the partnership, unless the partner had no authority to act for the partnership in the particular matter, and the person with whom the partner was dealing had notice that the partner lacked authority.
2. An act of a partner which is not apparently for carrying on in the ordinary course the partnership's business, purposes, or activities or business, purposes, or activities of the kind carried on by the partnership binds the partnership only if the act was authorized by the other partners.

#### **§30.34. Transfer of partnership property.**

1. Partnership property may be transferred as follows:
  - (a) Subject to the provisions of a certificate of partnership existence under Section 30.35, partnership property held in the name of the partnership may be transferred by an instrument of transfer executed by a partner in the partnership name.
  - (b) Partnership property held in the name of one or more partners with an indication in the instrument transferring the property to them of their capacity as partners or of the existence of a partnership, but without an indication of the name of the partnership, may be transferred by an instrument of transfer executed by the persons in whose name the property is held.



- (c) Partnership property held in the name of one or more persons other than the partnership, without an indication in the instrument transferring the property to them of their capacity as partners or of the existence of a partnership, may be transferred by an instrument of transfer executed by the persons in whose name the property is held.
- 2. A partnership may recover partnership property from a transferee only if it proves that execution of the instrument of initial transfer did not bind the partnership under Section 30.33 and:
  - (a) As to a subsequent transferee who gave value for property transferred under Section 30.34.1(a) and 30.34.1(b), proves that the subsequent transferee had notice that the person who executed the instrument of initial transfer lacked authority to bind the partnership; or
  - (b) As to a transferee who gave value for property transferred under Section 30.34.1(c), proves that the transferee had notice that the property was partnership property and that the person who executed the instrument of initial transfer lacked authority to bind the partnership.
- 3. A partnership may not recover partnership property from a subsequent transferee if the partnership would not have been entitled to recover the property, under Section 30.34.2, from any earlier transferee of the property.
- 4. If a person holds all of the partners' interests in the partnership, all of the partnership property vests in that person. The person may execute a document in the name of the partnership to evidence vesting of the property in that person, and may file or record the document.

**§30.35. Certificate of partnership existence.**

- 1. A partnership shall file a certificate of partnership existence, which:
  - (a) shall include:
    - (i) The name of the partnership; and
    - (ii) The name and address of the Registered Agent for service of process required by Section 30.12 to be maintained; and
  - (b) shall state:

- (i) the names of the partners authorized to execute an instrument transferring real property held in the name of the partnership;
  - (ii) the authority, or limitations on the authority, of some or all of the partners to enter into other transactions on behalf of the partnership; and
  - (iii) any other matter.
- 2. A certificate of partnership existence supplements the legal authority of a partner to enter into transactions on behalf of the partnership as follows: a grant of authority contained in a certificate of partnership existence is conclusive in favor of a person who gives value (such as cash, property, services or tangible or intangible assets, or otherwise) without knowledge to the contrary, so long as and to the extent that a limitation on that authority is not contained in another certificate .
- 3. Except as otherwise provided in Sections §30.35.2, 30.61 and 30.67, a person not a partner is not deemed to know of a limitation on the authority of a partner merely because the limitation is contained in a certificate.

#### **§30.36. Denial of status as partner.**

If a person named in a certificate of partnership existence is or may be adversely affected by being so named, the person may petition any court of competent jurisdiction to direct the correction of the certificate. If such court finds that correction of the certificate is proper and that an authorized person has failed or refused to execute and file a certificate of correction or a corrected certificate, the court shall then order the Registrar or the Deputy Registrar to file an appropriate correction.

#### **§30.37. Partnership liable for partner's actionable conduct.**

- 1. A partnership is liable for loss or injury caused to a person, or for a penalty incurred, as a result of a wrongful act or omission, or other actionable conduct, of a partner acting in the ordinary course of business of the partnership, or with authority of the partnership.
- 2. If, in the course of the partnership's business or while acting with authority of the partnership, a partner receives or causes the partnership to receive money or property of a person not a partner, and the money or property is misapplied by a partner, the partnership is liable for the loss.



**§30.38. Partner's liability.**

1. Except as otherwise provided in Section §30.38.2, all partners are liable jointly and severally for all obligations of the partnership unless otherwise agreed by the claimant or provided by law.
2. A person admitted as a partner into an existing partnership is not personally liable for any obligation of the partnership incurred before the person's admission as a partner.

**§30.39. Actions by and against partnership and partners.**

1. A partnership may sue and be sued in the name of the partnership.
2. An action may be brought against the partnership and, to the extent not inconsistent with Section 30.38, any or all of the partners in the same action or in separate actions.
3. A judgment against a partnership is not by itself a judgment against a partner. A judgment against a partnership may not be satisfied from the assets of a partner liable as provided in Section 30.38 for a partnership obligation unless there is also a judgment against the partner for such obligation.
4. A judgment creditor of a partner may not levy execution against the assets of the partner to satisfy a judgment based on a claim against the partnership unless:
  - (a) The claim is for an obligation of the partnership for which the partner is liable as provided in Section 30.38 and either:
    - (i) A judgment based on the same claim has been obtained against the partnership and a writ of execution on the judgment has been returned unsatisfied in whole or in part;
    - (ii) The partnership is a debtor in bankruptcy;
    - (iii) The partner has agreed that the creditor need not exhaust partnership assets; or
    - (iv) A court grants permission to the judgment creditor to levy execution against the assets of a partner based on a finding that partnership assets subject to execution are clearly insufficient to satisfy the judgment, that exhaustion of partnership assets is excessively burdensome, or that the grant of permission is an appropriate exercise of the court's equitable powers; or

(b) Liability is imposed on the partner by law or contract independent of the existence of the partnership.

5. Section 30.39 applies to any obligation of the partnership resulting from a representation by a partner or purported partner under Section 30.40.

**§30.40. Liability of purported partner.**

1. If a person, by words or conduct, purports to be a partner, or consents to being represented by another as a partner, in a partnership or with one or more persons not partners, the purported partner is liable to a person to whom the representation is made, if that person, relying on the representation, enters into a transaction with the actual or purported partnership. If the representation, either by the purported partner or by a person with the purported partner's consent, is made in a public manner, the purported partner is liable to a person who relies upon the purported partnership even if the purported partner is not aware of being held out as a partner to the claimant. If a partnership obligation results, the purported partner is liable with respect to that obligation as if the purported partner were a partner. If no partnership obligation results, the purported partner is liable with respect to that obligation jointly and severally with any other person consenting to the representation.
2. If a person is thus represented to be a partner in an existing partnership, or with one or more persons not partners, the purported partner is an agent of persons consenting to the representation to bind them to the same extent and in the same manner as if the purported partner were a partner, with respect to persons who enter into transactions in reliance upon the representation. If all of the partners of the existing partnership consent to the representation, a partnership act or obligation results. If fewer than all of the partners of the existing partnership consent to the representation, the person acting and the partners consenting to the representation are jointly and severally liable.
3. A person is not liable as a partner merely because the person is named by another in a certificate of partnership existence.
4. A person does not continue to be liable as a partner merely because of a failure to file a certificate of dissociation or to amend a certificate of partnership existence to indicate the partner's dissociation from the partnership.
5. Except as otherwise provided in Section 30.40.1 and 30.40.2, persons who are not partners as to each other are not liable as partners to other persons.



**SUBCHAPTER IV.**  
**RELATIONS OF PARTNERS TO EACH OTHER AND TO PARTNERSHIP**

- §30.41. Partner's rights and duties.
- §30.42. Distributions in kind.
- §30.43. Requirement for keeping accounting records, minutes, and records of partners.
- §30.44. Partner's rights and duties with respect to information.
- §30.45. General standards of partner's conduct.
- §30.46. Actions by partnership and partners; derivative actions.
- §30.47. Continuation of partnership beyond definite term or particular undertaking.
- §30.48. Classes and voting.
- §30.49. Remedies for breach of partnership agreement.
- §30.50. Reliance on reports and information by partner or liquidating trustee.

**§30.41. Partner's rights and duties.**

1. Each partner is deemed to have an account that is:
  - (a) Credited with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, the partner contributes to the partnership and the partner's share of the partnership profits; and
  - (b) Charged with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, distributed by the partnership to the partner and the partner's share of the partnership losses.
2. Each partner is entitled to a proportionate share of the partnership profits and is chargeable with a share of the partnership losses in proportion to the partner's share of the profits.
3. In addition to indemnification under Section 30.11, a partnership shall reimburse a partner for payments made, and indemnify a partner for liabilities incurred, by the partner in the ordinary course of the business of the partnership or for the preservation of its business or property; however, no person shall be required as a consequence of any such indemnification to make any payment to the extent that the payment is inconsistent with Section 30.38.2.
4. A partnership shall reimburse a partner for an advance to the partnership beyond the amount of capital the partner agreed to contribute.

5. A payment or advance made by a partner which gives rise to a partnership obligation under Sections 30.41.3 or 30.41.4 constitutes a loan to the partnership which accrues interest from the date of the payment or advance.
6. Each partner has equal rights in the management and conduct of the partnership business and affairs.
7. A partner may use or possess partnership property only on behalf of the partnership.
8. A partner is not entitled to remuneration for services performed for the partnership, except for reasonable compensation for services rendered in winding up the partnership.
9. A person may become a partner only with the consent of all of the partners.
10. A difference arising as to a matter in the ordinary course of business of a partnership may be decided by a majority of the partners. An act outside the ordinary course of business of a partnership may be undertaken only with the consent of all of the partners.
11. Section 30.41 does not affect the obligations of a partnership to other persons under Section 30.33.
12. A partner has the power and authority to delegate to one or more other persons any or all of the partner's rights, powers, and duties to manage and control the business and affairs of the partnership. Any such delegation may be to agents, officers and employees of the partner or the partnership, and by a management agreement or other agreement with, or otherwise to, other persons. Such delegation by a partner shall be irrevocable if it states that it is irrevocable. Such delegation by a partner shall not cause the partner to cease to be a partner of the partnership or cause the person to whom any such rights, powers, and duties have been delegated to be a partner of the partnership. No other provision of this Act shall be construed to restrict a partner's power and authority to delegate any or all of its rights, powers and duties to manage and control the business and affairs of the partnership.
13. Unless otherwise provided in a partnership agreement or another agreement, a partner shall have no preemptive right to subscribe to any additional issue of partnership interests or any other interest in a partnership.



#### **§30.42. Distributions in kind.**

A partner, regardless of the nature of the partner's contribution, has no right to demand and receive any distribution from a partnership in kind. A partner may not be compelled to accept a distribution of any asset in kind from a partnership to the extent that the percentage of the asset distributed to the partner exceeds a percentage of that asset which is equal to the percentage in which the partner shares in distributions from the partnership. A partner may be compelled to accept a distribution of any asset in kind from a partnership to the extent that the percentage of the asset distributed to the partner is equal to a percentage of that asset which is equal to the percentage in which the partner shares in distributions from the partnership.

#### **§30.43. Requirement for keeping accounting records, minutes, and records of partners.**

1. Requirement for keeping accounting records, minutes, and records of partners.

- (a) *Accounting records.* Every domestic partnership shall keep reliable and complete accounting records, to include correct and complete books and records of account. Accounting records must be sufficient to correctly explain all transactions, enable the financial position of the partnership to be determined with reasonable accuracy at any time, and allow financial statements to be prepared. Additionally, every domestic partnership shall keep underlying documentation for accounting records maintained pursuant to Section 30.43.1, such as, but not limited to, invoices and contracts, which shall reflect all sums of money received and expended and the matters in respect of which the receipt and expenditure takes place; all sales, purchases, and other transactions; and the assets and liabilities of the partnership. A resident domestic partnership shall keep all accounting records and underlying documentation as described in Section §30.43.1(a) in the Republic of Liberia.
- (b) *Applicability of accounting records and ownership information.* The requirements regarding complete and accurate accounting records and information on ownership or interest in a partnership shall be applicable to all partnerships and limited partnerships formed under the laws of Liberia or authorized to do business in Liberia. With respect to the beneficial ownership information required to be kept pursuant to Section 8.1 of Title 5, owners and, except with respect to public partnerships, beneficial owners, trustees, nominees, and any other legal representatives, legal and natural, holding in their names the percentage or interest of the beneficial owners shall provide all the information required to

be kept pursuant to Section 8.1 of Title 5 regarding the beneficial ownership or interest with respect to which he/she/it acts as nominee or owner of record of the interest.

- (c) *Minutes.* Every domestic partnership shall keep minutes of all meetings of partners and of actions taken on consent by partners. A resident domestic partnership shall keep such minutes in the Republic of Liberia.
- (d) *Records of partners.* Every domestic partnership and foreign partnership authorized to do business in Liberia shall keep up-to-date records containing the names and addresses of all partners, and except with respect to public partnerships, any beneficial owners of the partnership, the percentage of the partner's holding or interest held in the partnership and the dates of ownership thereof. In addition, the partnership shall maintain records of all certificates of ownership, if any, a partner, including the percentage and dates of issuance of such records or certificates. A resident domestic partnership shall keep the records required to be maintained by Section §30.43.1(d) in the Republic of Liberia. As used in Sections §30.43.1(d) and §30.44.1(b), a "*public partnership*" means a partnership that has a class of equity that is: (a) listed on a securities exchange; (b) authorized for quotation on an interdealer quotation system; or (c) held of record by more than two thousand (2,000) partners.
- (e) *Forms of records.* Any records maintained by a domestic partnership in the regular course of its business, including its record of partners, books of account, and minute books, may be kept on, or be in the form of, a computer hard drive, punch cards, magnetic tape(s), photographs, microphotographs, or any other information storage devices, provided that the records so kept can be converted into clearly legible written form within a reasonable time. Any domestic partnership shall convert any records so kept upon the request of any person entitled to inspect such records. When records are kept in such manner, a clearly legible written form produced from the hard drive, cards, tapes, photographs, micro photographs, or other information storage device shall be admissible in evidence and accepted for all other purposes to the same extent as an original written record of the same information would have been, provided the written form accurately portrays the record.
- (f) *Retention period.* All records required to be kept, retained, or maintained under Section 30.43 shall be kept, retained, or maintained for a minimum of five (5) years.



- (g) *Failure to maintain records.* Any person who knowingly fails to keep, retain, and maintain records as required under Section 30.43 shall be liable to a fine not less than Three Thousand United States Dollars (US\$3,000.00) but not exceeding Five Thousand United States Dollars (US\$5,000.00), or cancellation of the certificate of partnership, or both
2. *Right to Inspection.* The Registrar or the Deputy Registrar may request from any partnership any records of partners, ownership information and books of account as the Registrar or the Deputy Registrar shall deem necessary to ensure that the partnership is in compliance with applicable law. Any failure to respond to an official request by the Registrar or the Deputy Registrar for records of partners, ownership information or books of account on or before the stated due date shall subject the partnership to a fine of not less than One Thousand United States Dollars (US\$1,000.00) and render the partnership not in good standing, and Section 1.7.3 and 1.7.4 of Title 5 shall apply with the exception that the word "corporation" in such sections is replaced with "partnership", with conforming changes *mutatis mutandis*, until the Registrar or the Deputy Registrar is satisfied that the partnership has complied with such enquiry. A continued failure to provide such records, after sufficient notice from the Registrar or the Deputy Registrar to provide such records, shall, on the determination of the Registrar or the Deputy Registrar, warrant dissolution of the partnership.

**§30.44. Partner's rights and duties with respect to information.**

1. Each partner and the partnership shall provide partners, former partners and the legal representative of a deceased partner or partner under a legal disability and their agents and attorneys, access to the books and records of the partnership and other information concerning the partnership's business and affairs (in the case of former partners, only with respect to the period during which they were partners) upon reasonable demand, for any purpose reasonably related to the partner's interest as a partner in the partnership. The right of access shall include access to:
- (a) True and full information regarding the status of the business and financial condition of the partnership;
  - (b) Promptly after becoming available, a copy of the partnership's financial statements and tax filings, if applicable, for each year;
  - (c) A current list of the name and last known business, residence or mailing address of each partner;

- (d) A copy of any certificate and written partnership agreement and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which the certificate or the partnership agreement and any amendments thereto have been executed;
  - (e) True and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each partner and which each partner has agreed to contribute in the future, and the date on which each partner became a partner; and
  - (f) Other information regarding the affairs of the partnership as is just and reasonable.
  - (g) The right of access includes the right to examine and make extracts from books and records and other information concerning the partnership's business and affairs. The partnership agreement may provide for, and in the absence of such provision in the partnership agreement, the partnership or the partner from whom access is sought may impose, reasonable standards (including standards governing what information and documents are to be furnished at what time and location and at whose expense) with respect to exercise of the right of access.
2. A partnership agreement may provide that the partnership shall have the right to keep confidential from partners for such period of time as the partnership deems reasonable, any information which the partnership reasonably believes to be in the nature of trade secrets or other information the disclosure of which the partnership in good faith believes is not in the best interest of the partnership or could damage the partnership or its business or affairs or which the partnership is required by law or by agreement with a third party to keep confidential.
  3. A partnership and its partners may maintain the books and records and other information concerning the partnership in other than a written or paper form if such form is capable of conversion into written or paper form within a reasonable time.
  4. Any demand by a partner or by a partner's attorney or other agent or legal representative under Section 30.44 shall be in writing and shall state the purpose of such demand.
  5. Any action to enforce any right arising under Section 30.44 shall be brought in the court of competent jurisdiction in Liberia or any other court of competent jurisdiction. If the partnership or a partner refuses to permit access as described in Section 30.44.1 or does not reply within five (5) business



days (or such shorter or longer period of time as is provided in a partnership agreement, but not longer than thirty (30) business days) to a demand that has been made after the demand has been made, the demanding partner, former partner, or legal representative of a deceased partner or partner under a legal disability may apply to the court of competent jurisdiction for an order to compel such disclosure. The court is hereby vested with jurisdiction to determine whether or not the person making the demand is entitled to the books and records or other information concerning the partnership's business and affairs sought. The court may also summarily order the partnership or partner to permit the demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability and their agents, attorneys and representatives to provide access to the information described in Section 30.44.1 and to make copies or extracts therefrom; or the court may summarily order the partnership or partner to furnish to the demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability and their agents, attorneys and representatives the information described in Section 30.44.1 on the condition that the partner, former partner or legal representative of a deceased partner or partner under a legal disability first pay to the partnership or to the partner from whom access is sought the reasonable cost of obtaining and furnishing such information and on such other conditions as the court shall deem appropriate. When a demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability seeks to obtain access to information described in Section 30.44.1, the demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability shall first establish (i) that the demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability has complied with the provisions of Section 30.44 respecting the form and manner of making demand for obtaining access to such information and (ii) that the information the demanding partner, former partner or legal representative of a deceased partner or partner under a legal disability seeks is reasonably related to the partner's interest as a partner in the partnership. The court may, in its discretion, prescribe any limitations or conditions with reference to the access to information, or award such other or further relief as the court may deem just and proper.

6. The rights of a partner to obtain information as provided in Section 30.44 may be restricted in an original partnership agreement or in any subsequent amendment approved or adopted by all of the partners or in compliance with any applicable requirements of the partnership agreement.

**§30.45. General standards of partner's conduct.**

1. The only fiduciary duties a partner owes to the partnership and the other partners are the duty of loyalty and the duty of care set forth in Sections 30.45.2 and 30.45.3.
2. A partner's duty of loyalty to the partnership and the other partners is limited to the following:
  - (a) To account to the partnership and hold as trustee for it any property, profit or benefit derived by the partner in the conduct or winding up of the partnership business or affairs or derived from a use by the partner of partnership property, including the appropriation of a partnership opportunity;
  - (b) To refrain from dealing with the partnership in the conduct or winding up of the partnership business or affairs as, or on behalf of, a party having an interest adverse to the partnership; and
  - (c) To refrain from competing with the partnership in the conduct of the partnership business or affairs before the dissolution of the partnership.
3. A partner's duty of care to the partnership and the other partners in the conduct and winding up of the partnership business or affairs is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.
4. Unless otherwise provided in the partnership agreement, a partner does not violate a duty or obligation under this Act or under the partnership agreement solely because the partner's conduct furthers the partner's own interest.
5. A partner may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for and transact other business with, the partnership and, subject to other applicable law, has the same rights and obligations with respect thereto as a person who is not a partner.
6. Section 30.45 applies to a person winding up the partnership business or affairs as the personal or legal representative of the last surviving partner as if the person were a partner.



**§30.46. Actions by partnership and partners; derivative actions.**

1. A partnership may maintain an action against a partner for a breach of the partnership agreement, or for the violation of a duty to the partnership, causing harm to the partnership.
2. A partner may maintain an action against the partnership or another partner for legal or equitable relief, with or without an accounting as to partnership business, to:
  - (a) Enforce the partner's rights under the partnership agreement;
  - (b) Enforce the partner's rights under this Act, including:
    - (i) The partner's rights under Sections 30.41, §30.44 or 30.45;
    - (ii) The partner's right on dissociation to have the partner's interest in the partnership purchased pursuant to Section 30.58 or enforce any other right under Subchapters VI or VII of this Act; or
    - (iii) The partner's right to compel a dissolution and winding up of the partnership business under Section 30.63 or enforce any other right under Subchapter VIII of this Act; or
  - (c) Enforce the rights and otherwise protect the interests of the partner, including rights and interests arising independently of the partnership relationship.
3. The accrual of, and any time limitation on, a right of action for a remedy under Section 30.46 is governed by other law. A right to an accounting upon a dissolution and winding up does not revive a claim barred by law.
4. A partner may bring a derivative action in any court of competent jurisdiction in Liberia, in the case of a resident domestic partnership, or in any court of competent jurisdiction, in the case of a non-resident domestic partnership, in the right of a partnership to recover a judgment in the partnership's favor.
5. In a derivative action, the plaintiff must be a partner at the time of bringing the action and:
  - (a) At the time of the transaction of which the partner complains; or

- (b) The partner's status as a partner had devolved upon the partner by operation of law or pursuant to the terms of the partnership agreement from a person who was a partner at the time of the transaction.

6. In a derivative action, the complaint shall set forth with particularity the effort, if any, of the plaintiff to secure initiation of the action by the partnership or the reason for not making the effort.
7. If a derivative action is successful, in whole or in part, as a result of a judgment, compromise or settlement of any such action, the court may award the plaintiff reasonable expenses, including reasonable attorney's fees, from any recovery in any such action or from a partnership.

**§30.47. Continuation of partnership beyond definite term or particular undertaking.**

1. If a partnership for a definite term or particular undertaking is continued, without an express agreement, after the expiration of the term or completion of the undertaking, the rights and duties of the partners remain the same as they were at the expiration or completion, so far as is consistent with a partnership at will.
2. If the partners, or those of them who habitually acted in the business or affairs during the term or undertaking, continue the business or affairs without any settlement or liquidation of the partnership, they are presumed to have agreed that the partnership will continue.

**§30.48. Classes and voting.**

1. A partnership agreement may provide for classes or groups of partners having such relative rights, powers and duties as the partnership agreement may provide, and may make provision for the future creation in the manner provided in the partnership agreement of additional classes or groups of partners having such relative rights, powers and duties as may from time to time be established, including rights, powers and duties senior to existing classes and groups of partners. A partnership agreement may provide for the taking of an action, including the amendment of the partnership agreement, without the vote or approval of any partner or class or group of partners, including an action to create under the provisions of the partnership agreement a class or group of partnership interests that was not previously outstanding. A partnership agreement may provide that any partner or class or group of partners shall have no voting rights.
2. The partnership agreement may grant to all or certain identified partners or a specified class or group of the partners the right to vote separately or with all or any class or group of the partners on any



- matter. Voting by partners may be on a per capita, number, financial interest, class, group or any other basis.
3. A partnership agreement may set forth provisions relating to notice of the time, place or purpose of any meeting at which any matter is to be voted on by any partners, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy, or any other matter with respect to the exercise of any such right to vote.
  4. Unless otherwise provided in the partnership agreement, meetings of partners may be held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to Section 30.48.4 shall constitute presence in person at the meeting. On any matter that is to be voted on, consented to or approved by partners, the partners may take such action without a meeting, without prior notice and without a vote if consented to or approved, in writing, by electronic transmission or by any other means permitted by law, by partners having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all partners entitled to vote thereon were present and voted. If a person (whether or not then a partner) consenting as a partner to any matter provides that such consent will be effective at a future date (including upon the happening of an event), then such person shall be deemed to have consented as a partner at such future time so long as such person is then a partner. On any matter that is to be voted on by partners, the partners may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law. A consent transmitted by electronic transmission by a partner or by a person or persons authorized to act for a partner shall be deemed to be written and signed for purposes of Section 30.48.4.
  5. If a partnership agreement provides for the manner in which it may be amended, including by requiring the approval of a person who is not a party to the partnership agreement or the satisfaction of conditions, it may be amended only in that manner or as otherwise permitted by law (provided that the approval of any person may be waived by such person and that any such conditions may be waived by all persons for whose benefit such conditions were intended). If a partnership agreement does not provide for the manner in which it may be amended, the partnership agreement may be amended with the approval of all the partners or as otherwise permitted by law. A supermajority amendment provision shall only apply to provisions of the partnership agreement that are expressly included in the partnership agreement. As used in Section 30.48, "*supermajority amendment provision*" means any amendment provision set forth in a partnership agreement requiring that an

amendment to a provision of the partnership agreement be adopted by no less than the vote or consent required to take action under such latter provision.

**§30.49. Remedies for breach of partnership agreement.**

A partnership agreement may provide that (i) a partner who fails to perform in accordance with, or to comply with the terms and conditions of, the partnership agreement shall be subject to specified penalties or specified consequences, and (ii) at the time or upon the happening of events specified in the partnership agreement, a partner shall be subject to specified penalties or specified consequences. Such specified penalties or specified consequences may include and take the form of any penalty or consequence set forth in Section 30.32.2.

**§30.50. Reliance on reports and information by partner or liquidating trustee.**

1. A liquidating trustee of a partnership shall be fully protected in relying in good faith upon the records of the partnership and upon information, opinions, reports or statements presented by a partner of the partnership, an officer or employee of the partnership, another liquidating trustee, or committees of the partnership or partners, or by any other person as to matters the liquidating trustee reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses of the partnership, or the value and amount of assets or reserves or contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of the partnership or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to partners or creditors might properly be paid.
2. A partner of a partnership shall be fully protected from liability to the partnership, its partners or other persons party to or otherwise bound by the partnership agreement in relying in good faith upon the records of the partnership and upon information, opinions, reports or statements presented by another partner of the partnership, an officer or employee of the partnership, a liquidating trustee, or committees of the partnership or partners, or by any other person as to matters the partner reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses of the partnership, or the value and amount of assets or reserves or contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of the partnership or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to partners or creditors might properly be paid.



**SUBCHAPTER V.**  
**TRANSFEREES AND CREDITORS OF PARTNER**

- §30.51. Partner not co-owner of partnership property.  
§30.52. Partner's economic interest in partnership; personal property.  
§30.53. Transfer of partner's economic interest.  
§30.54. Partner's economic interest subject to charging order.

**§30.51. Partner not co-owner of partnership property.**

Unless otherwise provided in a certificate of partnership existence and in a partnership agreement, a partner is not a co-owner of partnership property and has no interest in specific partnership property.

**§30.52. Partner's economic interest in partnership; personal property.**

A partnership interest is personal property. Only a partner's economic interest may be transferred.

**§30.53. Transfer of partner's economic interest.**

1. A transfer, in whole or in part, of a partner's economic interest in the partnership:
  - (a) Is permissible;
  - (b) Does not by itself cause the partner's dissociation or a dissolution and winding up of the partnership business or affairs; and
  - (c) Does not entitle the transferee to participate in the management or conduct of the partnership business or affairs, to require access to information concerning partnership transactions, or to inspect or copy the partnership books or records, unless provided for in a partnership agreement.
2. A transferee of a partner's economic interest in the partnership has a right:
  - (a) To receive, in accordance with the transfer, distributions to which the transferor would otherwise be entitled;
  - (b) To receive upon the dissolution and winding up of the partnership business or affairs, in accordance with the transfer, the net amount otherwise distributable to the transferor; and

(c) To seek under Section 30.63.6 a judicial determination that it is equitable to wind up the partnership business or affairs.

3. In a dissolution and winding up, a transferee is entitled to an account of partnership transactions only from the date of the latest account agreed to by all of the partners.
4. Upon transfer, the transferor retains the rights and duties of a partner other than the economic interest transferred.
5. A partnership need not give effect to a transferee's rights under Section 30.53 until it has notice of the transfer. Upon request of a partnership or a partner, a transferee must furnish reasonable proof of a transfer.
6. A transfer of a partner's economic interest in the partnership in violation of a restriction on transfer contained in a partnership agreement is ineffective.
7. Notwithstanding anything to the contrary under applicable law, a partnership agreement may provide that a partner's economic interest may not be transferred prior to the dissolution and winding up of the partnership.
8. A partnership interest in a partnership may be evidenced by a certificate of partnership interest issued by the partnership. A partnership agreement may provide for the transfer of any partnership interest represented by such a certificate and make other provisions with respect to such certificates. A partnership shall not have the power to issue a certificate of partnership interest in bearer form.
9. Except to the extent assumed by agreement, until a transferee of a partnership interest becomes a partner, the transferee shall have no liability as a partner solely as a result of the transfer.
10. A partnership may acquire, by purchase, redemption or otherwise, any partnership interest or other interest of a partner in the partnership. Any such interest so acquired by the partnership shall be deemed cancelled.

**§30.54. Partner's economic interest subject to charging order.**

1. On application by a judgment creditor of a partner or of a partner's transferee, a court having jurisdiction may charge the economic interest of the judgment debtor to satisfy the judgment. To the extent so charged, the judgment creditor has only the right to receive any distribution or



distributions to which the judgment debtor would otherwise have been entitled in respect of such economic interest.

2. An order charging an economic interest in a partnership constitutes a lien on the judgment debtor's economic interest in the partnership.
3. This Act does not deprive a partner or a partner's transferee of a right under exemption laws with respect to the partner's economic interest in the partnership.
4. This entry of an order charging an economic interest in a partnership is the exclusive remedy by which a judgment creditor of a partner or of a partner's transferee may satisfy a judgment out of the judgment debtor's economic interest in the partnership and attachment, garnishment, foreclosure or other legal or equitable remedies are not available to the judgment creditor.
5. No creditor of a partner or of a partner's transferee shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the partnership.

**SUBCHAPTER VI.**  
**PARTNER'S DISSOCIATION**

§30.55. Events causing partner's dissociation.

§30.56. Partner's power to dissociate; wrongful dissociation.

§30.57. Effect of partner's dissociation.

**§30.55. Events causing partner's dissociation.**

A partner is dissociated from a partnership upon the occurrence of any of the following events:

1. The partnership's having notice of the partner's express will to withdraw as a partner on a later date specified by the partner in the notice or, if no later date is specified, then upon receipt of notice;
2. An event agreed to in the partnership agreement as causing the partner's dissociation;
3. The partner's expulsion pursuant to the partnership agreement;
4. The partner's expulsion by the unanimous vote of the other partners if:
  - (a) It is unlawful to carry on the partnership business or affairs with that partner; or
  - (b) There has been a transfer of all or substantially all of that partner's economic interest, other than a transfer for security purposes, or a court order charging the partner's interest which, in either case, has not been foreclosed;
5. On application by or for the partnership or another partner to any court of competent jurisdiction, for the partner's expulsion by determination by such court because:
  - (a) The partner engaged in wrongful conduct that adversely and materially affected the partnership business or affairs;
  - (b) The partner willfully or persistently committed a material breach of either the partnership agreement or of a duty owed to the partnership or the other partners; or
  - (c) The partner engaged in conduct relating to the partnership business or affairs which makes it not reasonably practicable to carry on the business or affairs in partnership with the partner;



6. In the case of a partner who is a legal person, the partner's:

- (a) Making an assignment for the benefit of creditors;
- (b) Filing a voluntary petition in bankruptcy;
- (c) Being adjudged a bankrupt or insolvent, or having entered against that partner an order for relief in any bankruptcy or insolvency proceeding;
- (d) Filing a petition in a court of competent jurisdiction in Liberia, in the case of a resident domestic partnership, or any other court of competent jurisdiction, in the case of a non-resident partnership, or answer seeking for that partner any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute or regulation;
- (e) Filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against that partner in any proceeding of this nature;
- (f) Seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of that partner or of all or any substantial part of that partner's properties; or
- (g) Failing within a reasonable period, as may be determined by a court of competent jurisdiction, which shall not be more than one hundred twenty (120) days, in the case of a resident domestic partnership (unless the failure is attributed to any action by the court), or within one hundred twenty (120) days, in the case of a non-resident domestic partnership, after its commencement, to have dismissed any proceeding against that partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute or regulation, or failing, within ninety (90) days after the appointment without that partner's consent or acquiescence, to have vacated or stayed the appointment of a trustee, receiver or liquidator of that partner or of all or any substantial part of that partner's properties, or failing, within ninety (90) days after the expiration of any such stay, to have the appointment vacated.

7. In the case of a partner who is an individual:

- (a) The partner's death;

- (b) The appointment of a guardian or general conservator for the partner; or
  - (c) A judicial determination that the partner has otherwise become incapable of performing the partner's duties under the partnership agreement;
8. In the case of a partner that is a trust or is acting as a partner by virtue of being a trustee of a trust, distribution of the trust's entire economic interest, but not merely by reason of the substitution of a successor trustee;
  9. In the case of a partner that is an estate or is acting as a partner by virtue of being a personal representative of an estate, distribution of the estate's entire economic interest, but not merely by reason of the substitution of a successor personal representative;
  10. The expiration of ninety (90) days after the partnership notifies a corporate partner that it will be expelled because it has filed articles of dissolution or the equivalent, its existence has been terminated or its articles of incorporation or equivalent has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, if there is no revocation of the articles of dissolution or no reinstatement of its existence, its articles of incorporation or its right to conduct business;
  11. A partnership, a limited liability company, a trust, or a limited partnership that is a partner has been dissolved and its business is being wound up; or
  12. Termination of a partner who is not an individual, partnership, corporation, trust, limited partnership, limited liability company, or estate.

**§30.56. Partner's power to dissociate; wrongful dissociation.**

1. A partner has the power to dissociate at any time, rightfully or wrongfully, by express will pursuant to Section 30.55.1.
2. A partner's dissociation is wrongful only if any of the following applies:
  - (a) It is in breach of an express provision of the partnership agreement; or
  - (b) In the case of a partnership for a definite term or particular undertaking, before the expiration of the term or the completion of the undertaking if any of the following applies:



- (i) The partner withdraws by express will, unless the withdrawal follows within ninety (90) days after another partner's dissociation by death or otherwise under Sections 30.55.6 through 30.55.12 or wrongful dissociation under Section 30.56.2(b)(i);
  - (ii) The partner is expelled by judicial determination under Section 30.55.5;
  - (iii) The partner is dissociated under Section 30.55.6; or
  - (iv) In the case of a partner who is not an individual, trust, or estate, the partner is expelled or otherwise dissociated because it willfully dissolved or terminated.
- 3. A partner who wrongfully dissociates is liable to the partnership and to the other partners for damages caused by the dissociation. Such liability is in addition to any other obligation of the partner to the partnership or to the other partners.

**§30.57. Effect of partner's dissociation.**

- 1. If a partner's dissociation results in a dissolution and winding up of the partnership business, Subchapter VIII of this Act applies; otherwise, Subchapter VII of this Act applies.
- 2. Upon a partner's dissociation:
  - (a) the partner's right to participate in the management and conduct of the partnership business terminates, except as otherwise provided in Section 30.65;
  - (b) the partner's duty of loyalty under Section 30.45.2(c) terminates; and
  - (c) the partner's duty of loyalty under Section 30.45.2(a) and 30.45.2(b) and duty of care under Section 30.45.3 continue only with regard to matters arising and events occurring before the partner's dissociation, unless the partner participates in winding up the partnership's business pursuant to Section 30.65.

## **SUBCHAPTER VII.**

### **PARTNER'S DISSOCIATION WHEN BUSINESS OR AFFAIRS NOT WOUND UP**

- §30.58. Purchase of dissociated partner's partnership interest.
- §30.59. Dissociated partner's power to bind and liability to partnership.
- §30.60. Dissociated partner's liability to other persons.
- §30.61. Certificate of dissociation.
- §30.62. Continued use of partnership name.

#### **§30.58. Purchase of dissociated partner's partnership interest.**

1. If a partner is dissociated from a partnership without resulting in a dissolution and winding up of the partnership business or affairs under Section 30.63, the partnership shall cause the dissociated partner's interest in the partnership to be purchased for a buyout price determined pursuant to Section 30.58.2.
2. The buyout price of a dissociated partner's partnership interest is an amount equal to the fair value of such partner's economic interest as of the date of dissociation based upon such partner's right to share in distributions from the partnership. Interest must be paid from the date of dissociation to the date of payment.
3. Damages for wrongful dissociation under Section 30.56.2, and all other amounts owing, whether or not presently due, from the dissociated partner to the partnership, must be offset against the buyout price. Interest must be paid from the date the amount owed becomes due to the date of payment.
4. A partnership shall indemnify a dissociated partner whose partnership interest is being purchased against all partnership obligations, whether incurred before or after the dissociation, except partnership obligations incurred by an act of the dissociated partner under Section 30.59.
5. If no agreement for the purchase of a dissociated partner's partnership interest is reached within one hundred twenty (120) days after a written demand for payment, the partnership shall pay, or cause to be paid, in cash to the dissociated partner the amount the partnership estimates to be the buyout price and accrued interest, reduced by any offsets and accrued interest under Section §30.58.3.
6. If a deferred payment is authorized under Section §30.58.8, the partnership may tender a written offer to pay the amount it estimates to be the buyout price and accrued interest, reduced by any offsets under Section 30.58.3, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.



7. The payment or tender required by Sections 30.58.5 or 30.58.6 must be accompanied by the following:
  - (a) A written statement of partnership assets and liabilities as of the date of dissociation;
  - (b) The latest available partnership balance sheet and income statement, if any;
  - (c) A written explanation of how the estimated amount of the payment was calculated; and
  - (d) Written notice which shall state that the payment is in full satisfaction of the obligation to purchase unless, within one hundred twenty (120) days after the written notice, the dissociated partner commences an action in any court of competent jurisdiction under Section §30.58.9 to determine the buyout price of that partner's partnership interest, any offsets under Section 30.58.3 or other terms of the obligation to purchase.
8. A partner who wrongfully dissociates before the expiration of a definite term or the completion of a particular undertaking is not entitled to payment of any portion of the buyout price until the expiration of the term or completion of the undertaking, unless the partner establishes to the satisfaction of any court of competent jurisdiction that earlier payment will not cause undue hardship to the business of the partnership. A deferred payment must bear interest and, to the extent it would not cause undue hardship to the business of the partnership, be adequately secured.
9. A dissociated partner may maintain an action against the partnership, pursuant to Section 30.46.2(b)(ii), to determine the buyout price of that partner's partnership interest, any offsets under Section 30.58.3, or other terms of the obligation to purchase. The action must be commenced within one hundred twenty (120) days after the partnership has tendered payment or an offer to pay or within one (1) year after written demand for payment if no payment or offer to pay is tendered. Any court of competent jurisdiction may determine the buyout price of the dissociated partner's partnership interest, any offset due under Section 30.58.3, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 30.58.8, such court may also determine the security, if any, for payment and other terms of the obligation to purchase. Such court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts such court finds equitable, against a party that such court finds acted arbitrarily, vexatiously or not in good faith. The finding may be based on the partnership's failure to tender payment or an offer to pay or to comply with Section 30.58.7.

**§30.59. Dissociated partner's power to bind and liability to partnership.**

1. For one (1) year after a partner dissociates without resulting in a dissolution and winding up of the partnership business, the partnership, including a surviving partnership under Subchapter IX of this Act, is bound by an act of the dissociated partner which would have bound the partnership under Section 30.33 before dissociation only if at the time of entering into the transaction the other party:
  - (a) Reasonably believed that the dissociated partner was then a partner and reasonably relied on such belief in entering into the transaction;
  - (b) Did not have notice of the partner's dissociation; and
  - (c) Is not deemed to have had knowledge under Section 30.35.3 or notice under Section 30.61.3.
2. A dissociated partner is liable to the partnership for any damage caused to the partnership arising from an obligation incurred by the dissociated partner after dissociation for which the partnership is liable under Section 30.59.1.

**§30.60. Dissociated partner's liability to other persons.**

1. A partner's dissociation does not of itself discharge the partner's liability for a partnership obligation incurred before dissociation. A dissociated partner is not liable for a partnership obligation incurred after dissociation, except as otherwise provided in Section 30.60.2.
2. A partner who dissociates without resulting in a dissolution and winding up of the partnership business is liable as a partner to the other party in a transaction entered into by the partnership, or a surviving partnership under Subchapter IX of this Act, within one (1) year after the partner's dissociation, only if the partner is liable for the obligation under Section 30.38 and at the time of entering into the transaction with the other party:
  - (a) Reasonably believed that the dissociated partner was then a partner and reasonably relied on such belief in entering into the transaction;
  - (b) Did not have notice of the partner's dissociation; and
  - (c) Is not deemed to have had knowledge under Section 30.35.3 or notice under Section 30.61.3.



3. By agreement with the partnership creditor and the partners continuing the business, a dissociated partner may be released from liability for a partnership obligation.
4. A dissociated partner is released from liability for a partnership obligation if a partnership creditor, with notice of the partner's dissociation but without the partner's consent, agrees to a material alteration in the nature or time of payment of a partnership obligation.

**§30.61. Certificate of dissociation.**

1. A dissociated partner or, after the filing by the partnership of a certificate of partnership existence, the partnership shall file a certificate of dissociation stating the name of the partnership and that the partner is dissociated from the partnership.
2. A certificate of dissociation is a limitation on the authority of a dissociated partner for the purposes of Sections 30.35.2 and 30.35.3.
3. For the purposes of Sections 30.59.1(c) and 30.60.2(c), a person not a partner is deemed to have notice of the dissociation sixty (60) days after the certificate of dissociation is filed.

**§30.62. Continued use of partnership name.**

Continued use of a partnership name, or a dissociated partner's name as part thereof, by partners continuing the business does not of itself make the dissociated partner liable for an obligation of the partners or the partnership.

**SUBCHAPTER VIII.**  
**WINDING UP PARTNERSHIP BUSINESS OR AFFAIRS**

- §30.63. Events causing dissolution and winding up of partnership business or affairs.
- §30.64. Partnership continues after dissolution.
- §30.65. Right to wind up partnership business or affairs.
- §30.66. Partner's power to bind partnership after dissolution.
- §30.67. Certificate of dissolution.
- §30.68. Partner's liability to other partners after dissolution.
- §30.69. Causes of Dissolution.
- §30.70. Settlement of accounts and obligations.

**§30.63. Events causing dissolution and winding up of partnership business or affairs.**

A partnership is dissolved, and its business shall be wound up, only upon the occurrence of any of the following events:

1. In a partnership at will, the partnership's having notice from a partner, other than a partner who is dissociated under Sections 30.55.2 through 30.55.12, of that partner's express will to withdraw as a partner, on a later date specified by the partner in the notice or, if no later date is specified, then upon the receipt of notice;
2. In a partnership for a definite term or particular undertaking:
  - (a) Within ninety (90) days after a partner's dissociation by death or otherwise under Sections 30.55.6 through 30.55.12 or wrongful dissociation under Section 30.56.2, at least fifty (50) percent of the remaining partners express the will to wind up the partnership business, for which purpose a partner's rightful dissociation pursuant to Section 30.56.2(b)(i) constitutes the expression of that partner's will to wind up the partnership business;
  - (b) The express will of all of the partners to wind up the partnership business or affairs; or
  - (c) The expiration of the term or the completion of the undertaking.
3. An event agreed to in the partnership agreement resulting in the winding up of the partnership business or affairs;



4. An event that makes it unlawful for all or substantially all of the business or affairs of the partnership to be continued, but a cure of such illegality within ninety (90) days after the partnership has notice of the event is effective retroactively to the date of the event for purposes of Section 30.63;
5. On application by or for a partner, to any Liberian court of competent jurisdiction in the case of a resident domestic partnership, or to any other court of competent jurisdiction in the case of a non-resident domestic partnership, the entry of a decree of dissolution of a partnership by such court upon a determination by the court that it is not reasonably practicable to carry on the partnership business, purpose or activity in conformity with the partnership agreement; or
6. On application by a transferee of a partner's economic interest, any Liberian court of competent jurisdiction, in the case of a resident domestic partnership, or any other court of competent jurisdiction, in the case of a non-resident domestic partnership, a determination by such court that it is equitable to wind up the partnership business or affairs
  - (a) after the expiration of the term or completion of the undertaking, if the partnership was for a definite term or particular undertaking at the time of the transfer or entry of the charging order that gave rise to the transfer; or
  - (b) At any time, if the partnership was a partnership at will at the time of the transfer or entry of the charging order that gave rise to the transfer.

**§30.64. Partnership continues after dissolution.**

1. Subject to Section 30.64.2, a partnership continues after dissolution only for the purpose of winding up its business or affairs. The partnership is terminated when the winding up of its business or affairs is completed.
2. At any time after the dissolution of a partnership and before the winding up of its business or affairs is completed, all of the partners, including any dissociating partner other than a wrongfully dissociating partner, may waive the right to have the partnership's business or affairs wound up and the partnership terminated. In that event:
  - (a) The partnership resumes carrying on its business or affairs as if dissolution had never occurred, and any liability incurred by the partnership or a partner after the dissolution and before the waiver is determined as if dissolution had never occurred; and

- (b) The rights of a third party accruing under Section 30.66.1 or arising out of conduct in reliance on the dissolution before the third party knew or received a notification of the waiver may not be adversely affected.

**§30.65. Right to wind up partnership business or affairs.**

1. A partner at the time of dissolution, including a partner who has dissociated, but not wrongfully, may participate in winding up the partnership's business or affairs, but on application of any partner or a partner's legal representative or transferee, any court of competent jurisdiction in Liberia, in the case of a resident partnership, and any other court of competent jurisdiction, in the case of a non-resident partnership, for good cause shown, may order judicial supervision of the winding up.
2. The legal representative of the last surviving partner may wind up a partnership's business or affairs.
3. The persons winding up the partnership's business or affairs may, in the name of, and for and on behalf of, the partnership, prosecute and defend suits, whether civil, criminal or administrative, gradually settle and close the partnership's business or affairs, dispose of and convey the partnership's property, discharge or make reasonable provision for the partnership's liabilities, distribute to the partners pursuant to Section 30.70 any remaining assets of the partnership, and perform other acts which are necessary or convenient to the winding up of the partnership's business or affairs.

**§30.66. Partner's power to bind partnership after dissolution.**

Subject to Section 30.67, a partnership is bound by a partner's act after dissolution that:

1. Is appropriate for winding up the partnership business or affairs; or
2. Would have bound the partnership under Section 30.33 before dissolution, if the other party to the transaction did not have notice of the dissolution.

**§30.67. Certificate of dissolution.**

1. After dissolution, a partnership shall file a certificate of dissolution stating the name of the partnership and that the partnership has dissolved and is winding up its business or affairs.
2. A certificate of dissolution cancels a filed certificate of partnership existence for the purposes of Section 30.35.2.



3. For the purposes of Sections 30.33 and 30.66, a person not a partner is deemed to have notice of the dissolution and the limitation on the partners' authority as a result of a certificate of dissolution sixty (60) days after it is filed.
4. After filing a certificate of dissolution, a dissolved resident domestic partnership shall, and a non-resident domestic partnership may file a certificate of partnership existence which will operate with respect to a person not a partner as provided in Sections 30.35.2 in any transaction, whether or not the transaction is appropriate for winding up the partnership business or affairs.
5. If a partnership which is required to file a certificate of dissolution fails or refuses to file a certificate of dissolution, any partner or dissociated partner who is or may be adversely affected by the failure or refusal may petition any court of competent jurisdiction in Liberia, in the case of a resident domestic partnership, and any other court of competent jurisdiction, in the case of a non-resident domestic partnership, to direct the filing. If the court finds that the certificate of dissolution should be filed and that the partnership has failed or refused to do so, it shall enter an order granting appropriate relief.

**§30.68. Partner's liability to other partners after dissolution.**

1. Except as otherwise provided in Sections 30.68.2 and 30.38, after dissolution a partner is liable to the other partners for the partner's share of any partnership obligation incurred under Section 30.66.
2. A partner who, with knowledge of the dissolution, causes the partnership to incur an obligation under Section 30.66.2 by an act that is not appropriate for winding up the partnership business or affairs is liable to the partnership for any damage caused to the partnership arising from the obligation.

**§30.69. Causes of Dissolution.**

1. *Dissolution on failure to comply.* On failure of a partnership to (i) pay the annual registration fee, (ii) to maintain a Registered Agent, to the extent required in accordance with Section 30.12, for a period of one (1) year, (iii) to maintain records as required by Section 30.43, or (iv) to provide records requested in accordance with Section 30.43.2 after six (6) months has elapsed since the request to provide such records, the Registrar or the Deputy Registrar shall cause a notification to be sent to the partnership through its last recorded Registered Agent that its partnership agreement will be revoked and a dissolution of the partnership will be effectuated unless within ninety (90) days (or within one hundred eighty (180) days in the case of Section 30.69.2) of the date of the

notice, payment of the annual registration fee has been received or a Registered Agent has been reappointed or the Registrar or the Deputy Registrar is satisfied that records requested have been provided, as the case may be. On the expiration of the ninety (90) day period (or the one hundred eighty (180) day period in the case of Section 30.69.2), the Registrar or the Deputy Registrar, in the event the partnership has not remedied its default, shall issue a proclamation declaring that the partnership agreement of the partnership has been revoked, and the partnership dissolved as of the date stated in the proclamation. The proclamation of the Registrar or the Deputy Registrar shall be filed in his office and he shall indicate on the record of the partnership agreement of the partnership named in the proclamation the date of revocation and dissolution, and shall give notice thereof to the last recorded Registered Agent. Thereupon the affairs of the partnership shall be wound up in accordance with the procedures provided in this Chapter.

2. *Erroneous annulment.* Whenever it is established to the satisfaction of the Registrar or the Deputy Registrar that the partnership agreement was erroneously revoked, the Registrar or the Deputy Registrar may restore the partnership to full existence by publishing and filing a proclamation to that effect.
3. *Petition to reinstate.* Whenever a partnership has been dissolved pursuant to Sections 30.67, 30.69.1, or 30.69.2, the partnership may request that the Registrar or the Deputy Registrar reinstate the partnership. After being satisfied that all arrears of statutory fees have been paid, that the partnership has retained a Registered Agent, or that the partnership has in place the adequate records required under this Act or has provided the requested records and that fees in respect of the period from the date of dissolution to the date on which rescission is to take place have been paid to the former Registered Agent, the Registrar or the Deputy Registrar may restore the partnership to full existence. The certificate of reinstatement shall set forth:
  - (a) The name of the partnership at the time its certificate of partnership existence was cancelled and, if such name is not available at the time of reinstatement, the name under which the partnership is to be reinstated;
  - (b) The date of filing of the original certificate of partnership existence of the partnership;
  - (c) The name and address of the partnership's Registered Agent in Liberia;



- (d) A statement that the certificate of reinstatement is filed by one or more partners of the partnership authorized to execute and file the certificate of reinstatement to reinstate the partnership;
  - (e) That the reinstatement will not cause injury to any person including without limitations the partners, former partners, or creditors of the partnership;
  - (f) The petitioners agree to hold harmless the Registrar or the Deputy Registrar for any costs, fees or expenses for any claims or liabilities arising from the reinstatement of the partnership; and
  - (g) Any other matters the partner or partners executing the certificate of reinstatement determine to include therein.
4. The certificate of reinstatement shall be deemed to be an amendment to the certificate of partnership existence of the partnership, and the partnership shall not be required to take any further action to amend its certificate of partnership existence under Section 30.7 with respect to the matters set forth in the certificate of reinstatement.
5. Upon the filing of a certificate of reinstatement, a certificate of partnership existence shall be reinstated with the same force and effect as if the certificate of partnership existence had not been cancelled pursuant to Sections 30.67, 30.69.1, or 30.69.2.

**§30.70. Settlement of accounts and obligations.**

1. In winding up a partnership's business or affairs, the assets of the partnership, including the contributions of the partners required by Section 30.70, shall be applied to pay or make reasonable provision to pay the partnership's obligations to creditors, including, to the extent permitted by law, partners who are creditors. Any surplus shall be applied to pay in cash the net amount distributable to partners in accordance with their right to distributions under Section 30.70.2.
2. Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business or affairs. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets shall be credited and charged to the partners' accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account. A partner shall contribute to the partnership an amount equal to any excess of the charges over the credits in the partner's account, but excluding from the

calculation charges attributable to an obligation for which the partner is not personally liable under Section 30.38.

3. After the settlement of accounts, each partner shall contribute, in the proportion in which the partner shares partnership losses, the amount necessary to pay or make reasonable provision to pay partnership obligations that were not known at the time of the settlement and for which the partner is personally liable under Section 30.38.
4. If a partner fails to contribute, all of the other partners shall contribute, in the proportions in which those partners share partnership losses, the additional amount necessary to pay or make reasonable provision to pay the partnership obligations for which they are personally liable under Section 30.38.
5. A partner or partner's legal representative may recover from the other partners any contributions the partner makes to the extent the amount contributed exceeds that partner's share of the partnership obligations for which the partner is personally liable under Section 30.38.
6. The estate of a deceased partner is liable for the partner's obligation to contribute to the partnership.
7. An assignee for the benefit of creditors of a partnership or a partner, or a person appointed by a court to represent creditors of a partnership or a partner, may enforce a partner's obligation to contribute to the partnership.
8. A partnership which has dissolved:
  - (a) Shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims, known to the partnership;
  - (b) Shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the partnership which is the subject of a pending action, suit or proceeding to which the partnership is a party; and
  - (c) Shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the partnership or that have not arisen but that, based on facts known to the partnership, are likely to arise or to become known to the partnership within ten (10) years after the date of dissolution.



If there are sufficient assets, such claims and obligations shall be paid in full and any such provision for payment made shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets available therefor. Unless otherwise provided in the partnership agreement, any remaining assets shall be distributed as provided in this Act. Any liquidating trustee winding up a partnership's affairs who has complied with this section shall not be personally liable to the claimants of the dissolved partnership by reason of such person's actions in winding up the partnership.

**SUBCHAPTER IX.**  
**REREGISTRATION; MERGER; AND RE-DOMICILIATION**

§30.71. Reregistration of Liberian entities as a domestic partnership.

§30.72. Merger or consolidation.

§30.73. Cancellation and reregistration of domestic partnership as another entity.

§30.74. Power of partnership to re-domicile into Liberia.

§30.75. Power of domestic partnership to re-domicile out of Liberia.

**§30.71. Reregistration of Liberian entities as a domestic partnership.**

1. A corporation, a limited liability company, a limited partnership, a private foundation, or any other legal entity existing under Liberian law (in Section 30.71 referred to as a "*legal entity*") may, if not prohibited to do so by its constitutional documents, apply to reregister as a domestic partnership. The reregistration shall be approved in the manner provided for by the constitutional documents of the legal entity and by applicable Liberian law, and a certificate of partnership existence shall be approved by the same authorization required to approve the reregistration.
2. An application by a legal entity to reregister as a domestic partnership shall be made to the Registrar or the Deputy Registrar and shall be accompanied by:
  - (a) A certificate of reregistration setting out:
    - (i) The name of the legal entity, and, if the name has been changed, the name with which the legal entity was formed, and the name, if different, under which reregistration as a reregistered and continued partnership is sought;
    - (ii) The date of formation of the legal entity;
    - (iii) The relevant Liberian law under which the legal entity has its existence;
    - (iv) The date on which it is proposed to reregister;
    - (v) That the reregistration has been approved in accordance with the relevant Liberian law and the constitutional documents of the legal entity; and
    - (vi) Such other provisions with respect to the proposed reregistration as the governing body of such legal entity considers necessary or desirable;



- (b) A certificate of good standing in respect of the legal entity;
  - (c) Any amendments to the constitutional documents of the legal entity to be filed with the Registrar or the Deputy Registrar that are to take effect on the reregistration as a domestic partnership;
  - (d) A certificate of partnership existence in accordance with Section 30.35;
  - (e) The provisions of Section 1.4 of Title 5 shall apply with the variation that execution shall be by any authorized person or any officer, manager, partner, director, trustee or other person performing in relation to that legal entity the function of an officer and duly authorized for this purpose.
3. The provisions of Section 1.4 of Title 5 shall apply with the variation that execution shall be by any authorized person or any officer, manager, partner, director, trustee or other person performing in relation to that legal entity the function of an officer and duly authorized for this purpose.
  4. The provisions of Section 30.10 shall apply in respect of the name under which the legal entity may apply to reregister as a domestic partnership.
  5. The Registrar or the Deputy Registrar shall, if he is satisfied that the requirements of this Act in respect of reregistration as a domestic partnership have been met, register the legal entity as a domestic partnership and certify that it is registered and continued as the domestic partnership specified in the documents supplied in compliance with Section 30.71.2, in accordance with those documents, on the date of the issue of the certificate, or, in the case of a certificate to which Section §30.71.6 applies, on the specified date.
  6. Notwithstanding Section 1.4.5(c) of Title 5 or any provisions of this Act, where, at the time of the making of an application under Section 30.71.2, the legal entity applying for reregistration as a domestic partnership has specified a date (in this Section 30.71 referred to as the "*specified date*") no later than one (1) year after the date of the making of the application as the date of reregistration, the certificate issued by the Registrar or the Deputy Registrar shall show the specified date as the date of reregistration.
  7. A certificate given by the Registrar or the Deputy Registrar in accordance with Section 30.71.2(b) in respect of any legal entity reregistered as a domestic partnership shall be:

- (a) Conclusive evidence that all the requirements of the Act in respect of that reregistration, and matters precedent and incidental thereto, have been complied with and that the legal entity is authorized to be so reregistered; and
  - (b) Valid for a period of one (1) year from the date of the issue of the certificate or, in the case of a certificate to which Section 30.71.2(b) applies, from the specified date, unless endorsed in accordance with Section 30.71.4.
- 8. If, at the time of the issue by the Registrar or the Deputy Registrar of the certificate of reregistration in accordance with Section 30.71.2(b), any provisions of the constitutional documents of the legal entity do not, in any respect, accord with this Act:
- 9. The constitutional documents of the legal entity shall continue to govern the reregistered domestic partnership until:
  - (a) A certificate of partnership existence complying with this Act is in effect; or
  - (b) The expiration of a period of one (1) year immediately following the date of the issue of that certificate or, in the case of a certificate to which Section 30.71.2(b) applies, one (1) year immediately following the specified date; or
  - (c) Any provisions of the constitutional documents of the legal entity that is in any respect in conflict with this Act cease to govern the domestic partnership when the certificate of partnership existence in accordance with this Act is in effect.
- 10. Where:
  - (a) At the date of the issue of a certificate of reregistration or at any time thereafter within a period of one (1) year immediately following the date of the issue of that certificate; or
  - (b) In the case of a certificate to which Section 30.71.2(b) applies, at the specified date or at any time thereafter within a period of one (1) year immediately following that date,

and if the Registrar or the Deputy Registrar is satisfied that:

  - (c) The legal entity has ceased to be a legal entity under the relevant provisions of the law under which it was established; and



- (d) The certificate of partnership existence accords in all respects with this Act and the objects of the partnership,

he may, on the application of the domestic partnership to which the certificate has been issued, endorse that certificate to the effect that the domestic partnership is from the date of the endorsement to be deemed to be reregistered under this Act and that shall be the effective date of reregistration and the provisions of Section 30.7 of this Act and Section 1.4.5 of Title 5 shall apply.

11. If, by a date one (1) year immediately following the date of the issue of a certificate in accordance with Section 30.71.2(b) or, in the case of a certificate to which Section 30.71.2(b) applies, following the specified date, the legal entity has not satisfied the Registrar or the Deputy Registrar that:
  - (a) It has ceased to be a legal entity under the relevant provisions of the law under which it was established;
  - (b) The certificate of partnership existence accords in all respects with this Act and the objects of the partnership, the Registrar or the Deputy Registrar shall revoke the certificate issued under Section 30.71.2(b); and
  - (c) That certificate and any reregistration under Section 30.70 shall be of no further force or effect; then

the Registrar or the Deputy Registrar shall strike the partnership from the register.

12. With effect from the date of the endorsement of a certificate of reregistration:
  - (a) The reregistered partnership to which the certificate relates:
    - (i) Is a partnership reregistered and continued and deemed to be registered under this Act and having as its existence date the date on which it was established under any other relevant law, or in another jurisdiction, as the case may be; and
    - (ii) Shall be a partnership registered in Liberia for the purpose of any other law;
  - (b) The certificate of partnership existence as filed in accordance with Section §30.71.2(d) is the certificate of the partnership;

- (c) The property of every description and the business of the legal entity are vested in the domestic partnership;
  - (d) The domestic partnership is liable for all of the claims, debts, liabilities and obligations of the legal entity;
  - (e) No conviction, judgment, ruling, order, debt, liability or obligation due or to become due and no cause existing against the legal entity or against any officer or agent thereof is thereby released or impaired;
  - (f) No proceedings, whether civil or criminal, pending at the time of the endorsement by the Registrar or the Deputy Registrar of the certificate of reregistration by or against the legal entity or against any officer or agent thereof are thereby abated or discontinued, but the proceedings may be enforced, prosecuted, settled or compromised by or against the partnership or against the partners or agents thereof, as the case may be; and
  - (g) Unless otherwise provided in the resolution approving the reregistration, the legal entity reregistering as the domestic partnership shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the reregistration shall constitute a continuation of the existence of the reregistered legal entity as a domestic partnership and shall not:
    - (i) Constitute a dissolution of the legal entity;
    - (ii) Create a new legal entity; or
    - (iii) Prejudice or affect the continuity of the legal entity as a domestic partnership.
13. In connection with a reregistration hereunder, rights or securities of, or interests in, the other legal entity which is to be reregistered to a Liberian domestic partnership may be exchanged for or converted into cash, property, rights or securities of such domestic Liberian partnership or, in addition to or in lieu thereof, may be exchanged for or converted into cash, property, rights or securities of or interests in another entity or business form, may remain outstanding or may be cancelled.
14. In connection with the reregistration of any other entity to a domestic partnership, a person is admitted as a partner of the partnership as provided in the partnership agreement. For purposes of Section 30.38.2, a person who, at the effective time or date of the reregistration of any other entity



to a domestic partnership is a partner of the partnership, shall be deemed admitted as a partner of the partnership at the effective date or time of such reregistration.

15. The provisions of Section 30.71 shall not be construed to limit the accomplishment of a change in the law governing, or the domicile of, another entity to Liberia by any other means provided for in a document, instrument, agreement or other writing, including by the amendment of any such document, instrument, agreement, or other writing, or by applicable law.

**§30.72. Merger or consolidation.**

1. Merger or consolidation of two domestic partnerships.
  - (a) *Power to merge or consolidate.* Two or more domestic partnerships may merge into a single domestic partnership, which may be any one of the constituent partnerships, or they may consolidate into a new partnership formed by the consolidation, pursuant to a plan of merger or consolidation, as the case may be, complying and approved in accordance with Section 30.72.1. Any domestic partnership that is merging or consolidating pursuant to this Act that has not filed a certificate of partnership existence shall file a certificate of partnership existence prior to any such merger or consolidation.
  - (b) *Plan of merger or consolidation.* Each domestic partnership proposing to participate in a merger or consolidation under Section 30.72 shall approve a plan of merger or consolidation in accordance with Section 30.72.1(c) setting forth:
    - (i) The name and jurisdiction of each constituent partnership, and if the name of any of them has been changed, the name under which it was formed, and the name of the surviving partnership, or the name, or the method of determining it, of the consolidated partnership;
    - (ii) The terms and conditions of the proposed merger or consolidation, including the manner and basis of converting the partnership contributions, the rights and obligations of each partner of each constituent partnership into partnership participation in the surviving or consolidated partnership, or the cash or other consideration to be paid or delivered in exchange for partnership interests in each constituent partnership, or combination thereof;

- (iii) In case of a merger, a statement of any amendment to the certificate of partnership existence of the surviving partnership to be effected by such merger; in case of consolidation, all statements required to be included in a certificate of partnership existence for a partnership formed under this Act, except statements as to facts not available at the time the plan of consolidation is approved; and
  - (iv) Such other provisions with respect to the proposed merger or consolidation as the persons approving the merger or consolidation consider necessary or desirable.
- (c) *Authorization by partners.* Unless otherwise provided in the partnership agreement, a merger or consolidation shall be approved by all the partners of each domestic partnership which is to merge or consolidate. In connection with a merger or consolidation hereunder, rights or securities of, or interests in, a domestic partnership which is a constituent party to the merger or consolidation may be exchanged for or converted into cash, property, rights or securities of, or interests in, the surviving or resulting partnership or, in addition to or in lieu thereof, may be exchanged for or converted into cash, property, rights or securities of, or interests in, a partnership or other business entity which is not the surviving or resulting partnership in the merger or consolidation or, may remain outstanding or may be canceled. A partnership agreement may provide that a domestic partnership shall not have the power to merge or consolidate as set forth in Section 30.72.
- (d) *Certificate of merger or consolidation.* After approval of the plan of merger or consolidation, the certificate of merger or consolidation shall be executed by the surviving or consolidated partnership and shall set forth:
  - (i) The name of each of the constituent partnerships;
  - (ii) The date when the certificate of partnership existence of each constituent partnership was filed with the Registrar or the Deputy Registrar;
  - (iii) That a plan of merger or consolidation has been approved and executed by each of the constituent partnerships in accordance with Section 30.72;
  - (iv) The name of the surviving or consolidated partnership;
  - (v) In the case of a merger, such amendments or changes in the certificate of partnership existence of the surviving partnership as are desired to be effected by the merger,



or, if no such amendments or changes are desired, a statement that the certificate of partnership existence of the surviving partnership shall be the certificate of partnership existence;

- (vi) In the case of a consolidation, that the certificate of partnership existence of the consolidated partnership shall be as set forth in an attachment to the certificate of merger or consolidation;
- (vii) That the executed plan of consolidation or merger is on file at an office of the surviving partnership; and
- (viii) That a copy of the plan of consolidation or merger will be furnished by the surviving partnership on request and without cost, to any partner of any constituent partnership.

In lieu of the certificate of merger containing the information set forth above, the surviving or consolidated partnerships may file a certificate of merger that sets forth:

- (ix) The plan of merger or consolidation, and, in case of consolidation, any statement required to be included in a certificate of partnership existence for a partnership formed under this Act but which was omitted under Section 30.72.1(b);
  - (x) The date when the certificate of partnership existence of each constituent partnership was filed with the Registrar or the Deputy Registrar; and
  - (xi) The manner in which the merger or consolidation was authorized with respect to each constituent partnership.
- (e) *Filing of certificate of merger or consolidation.* The surviving or consolidated partnership shall deliver a certificate of merger or consolidation to the Registrar or the Deputy Registrar and the certificate of merger or consolidation shall be filed in accordance with Section 30.7 and the provisions of Section 1.4 of Title 5 shall apply with the variation that execution shall be by any partner or authorized person or other person performing in relation to the partnership the function of an officer and duly authorized for this purpose.
- (f) *Plan of merger may be conditional.* Any of the terms of the plan of merger or consolidation may be made dependent upon facts ascertainable outside of such plan, provided that the

manner in which such facts shall operate upon the terms of the plan is clearly and expressly set forth in the plan of merger or consolidation. The term "facts," as used in the preceding sentence, includes, but is not limited to, the occurrence of any event, including a determination or action by any person, body or legal entity, including the partnership.

- (g) *Plan of merger or consolidation may be terminated.* Any plan of merger or consolidation may contain a provision that at any time prior to the time that the certificate of merger or consolidation filed with the Registrar or the Deputy Registrar becoming effective in accordance with Section 30.7 and Section 1.4 of Title 5, the plan may be terminated by any constituent partnership notwithstanding approval of the plan by the partners of all or any of the constituent partnerships and in the event the plan of merger or consolidation is terminated after the filing of the certificate of merger or consolidation with the Registrar or the Deputy Registrar but before the plan has become effective, a certificate of termination of merger or consolidation shall be filed in accordance with Section 30.7 of this Act and Section 1.4 of Title 5.
- (h) *Plan of merger or consolidation may be amended.* Any plan of merger or consolidation may contain a provision that any constituent partnership may amend the plan at any time prior to the time that the certificate of merger or consolidation filed with the Registrar or the Deputy Registrar becomes effective in accordance with Section 30.7 of this Act and Section 1.4 of Title 5, provided that an amendment made subsequent to the adoption of the plan by the partners of any constituent partnership shall not alter or change:
  - (i) The partnership interests to be received in exchange for or on conversion of all or any of the partnership interests of such constituent partnership;
  - (ii) Any term of the certificate of partnership existence of the surviving partnership to be effected by the merger or consolidation; or
  - (iii) Unless approved by all partners of the relevant partnership, any of the terms and conditions of the plan if such alteration or change would adversely affect the individual partners of such constituent partnership, and in the event the plan of merger or consolidation is amended after the filing of the certificate of merger or consolidation with the Registrar or the Deputy Registrar but before the plan has become effective, a certificate of amendment of merger or consolidation shall be filed and the provisions of Section 30.7 of this Act and Section 1.4 of Title 5 shall



apply with the variation that execution shall be by any partner or authorized person or other person performing in relation to the partnership the function of an officer and duly authorized for this purpose.

- (i) *Liability of partner of former partnership.* The personal liability, if any, of any partner in a constituent partnership existing at the time of such merger or consolidation shall not thereby be extinguished, shall remain personal to such partner and shall not become the liability of any subsequent transferee of any partnership interest in such surviving or consolidated partnership or of any other partner of such surviving or consolidated partnership.

2. Effect of merger or consolidation.

- (a) *When effective.* Upon the filing of the certificate of merger or consolidation with the Registrar or the Deputy Registrar or on such date subsequent thereto, not to exceed ninety (90) days, as shall be set forth in such certificate, the merger or consolidation shall be effective.
- (b) *Effects stated.* When such merger or consolidation has been effected:
  - (i) Such surviving or consolidated partnership shall thereafter, consistent with its certificate of partnership existence as altered or established by the merger or consolidation, possess all the rights, privileges, immunities, powers and purposes of each of the constituent partnerships;
  - (ii) All the property, real and personal, including subscriptions to shares, causes of action and every other asset of each of the constituent partnerships, shall vest in such surviving or consolidated partnership without further act or deed;
  - (iii) The surviving or consolidated partnership shall assume and be liable for all the liabilities, obligations and penalties of each of the constituent partnerships. No liability or obligation due or to become due, claim or demand for any cause existing against any such constituent partnership, or any partner thereof, shall be released or impaired by such merger or consolidation. No action or proceeding, whether civil or criminal, pending by or against any such constituent partnership, or any partner thereof, shall abate or be discontinued by such merger or consolidation, but may be enforced, prosecuted, settled or compromised as if such merger or consolidation had

not occurred, or such surviving or consolidated partnership may be substituted in such action or special proceeding in place of any constituent partnership;

- (iv) In the case of a merger, the certificate of partnership existence of the surviving partnership shall be automatically amended to the extent, if any, that changes in its certificate of partnership existence are set forth in the plan of merger; and, in the case of a consolidation, the statements set forth in the certificate of partnership existence and which are required or permitted to be set forth in the certificate of partnership existence of a partnership formed under this Act, shall be its certificate of partnership existence; and
- (v) Unless otherwise provided in the certificate of merger or consolidation, a constituent partnership which is not the surviving partnership or the consolidated partnership, shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the merger or consolidation shall not constitute a dissolution of such constituent partnership.

3. Merger or consolidation of partnership and other associations.

- (a) *Definitions.* In Section 30.72.3, the term:

*"Association"* includes any association, having legal personality or registered as a legal entity under Liberian law or elsewhere and whether formed by agreement or under statutory authority or otherwise, and includes a corporation, by whatever name described, partnership, except a partnership to which Section 30.72.1 applies, limited partnership, limited liability company, trust, foundation, or other legal entity; and

*"Shareholder"* includes every member of such an association or holder of a share or person having present or future direct financial or beneficial interest therein.

- (b) *Power to merge or consolidate.* One or more domestic partnerships may merge or consolidate with one or more associations, except an association formed under the laws of a jurisdiction which prohibits such merger or consolidation. Any such one or more partnerships and any such one or more associations may merge into a single partnership or association, which may be any one of such constituent partnerships or associations, or may consolidate into a new partnership or association established in Liberia or elsewhere,



pursuant to a plan of merger or consolidation, as the case may be, complying with and approved in accordance with Section 30.72.

- (c) *Method in respect of constituent partnerships.* In the case of a constituent domestic partnership the provisions of Section 30.72.1 shall apply with the variation that the plan of merger or consolidation of each constituent domestic partnership shall state:
  - (i) The manner of converting the partnership interests of the constituent domestic partnerships and the shares, memberships or financial or beneficial interests in the constituent associations into partnership interests or shares, memberships or financial or beneficial interests of the surviving or consolidated partnership or association, as the case may be, or that they may remain outstanding or may be canceled; and
  - (ii) If any partnership interests in any constituent domestic partnership or shares, memberships or financial or beneficial interests in any constituent association are not to be converted solely into partnership interests of the surviving or consolidated partnership or shares, memberships or financial or beneficial interests in the surviving or consolidated association, the cash or other consideration to be paid or delivered in exchange for partner interests and, in the case of a constituent association, in exchange for shares, memberships or financial or beneficial interests in the association, as the case may be, or that they may remain outstanding or may be canceled.
- (d) *Additional matters in respect of surviving or consolidated foreign associations.* The plan of merger or consolidation shall set forth such other matters or provisions as shall be required to be set forth in instruments by which an association is organized under the laws of the jurisdiction which are stated in the plan to be the laws which shall govern a surviving or consolidated association and that may be stated in the case of a merger or consolidation.
- (e) *Method in respect of constituent associations and surviving or consolidated associations organized in Liberia.* Subject to Section 30.72.3(k), the plan of merger or consolidation required by Section 30.72.3 shall be approved and executed by each constituent association organized or registered in Liberia and, in the case of a surviving or consolidated association organized or registered in Liberia, filed by that association in accordance with the relevant

statutory requirements. A domestic partnership that is merging or consolidating pursuant to Section 30.72.3 shall approve the merger in accordance with Section 30.72.1.

- (f) *Method to be followed by constituent and surviving or consolidated foreign associations.* Each constituent and each surviving or consolidated foreign association shall comply with the applicable laws of the jurisdiction under which it is organized.
- (g) *Additional filing where surviving or consolidated association governed by laws of another jurisdiction.* If the surviving or consolidated association is to be governed by the laws of any jurisdiction other than Liberia, it shall comply with the provisions of Title 5 with respect to foreign entities if it is to transact business in Liberia, and in every case it shall file with the Registrar or the Deputy Registrar:
  - (i) An irrevocable notice of consent that it may be served with process in Liberia in any proceeding for the enforcement of any obligation of any domestic partnership which is a party to such merger or consolidation, and in any proceeding for the enforcement of the rights of a dissenting partner of any such partnership against the surviving or consolidated association;
  - (ii) An irrevocable appointment of the Minister of Foreign Affairs as its agent to accept service of process in any such proceeding;
  - (iii) An undertaking that it will promptly pay to the dissenting partner of any domestic partnership the amount, if any, to which they shall be entitled under the provisions of this Act or the plan of merger or consolidation; and
  - (iv) Notice executed in accordance with Section 30.7 of this Act and Section 1.4 of Title 5 by an officer or other authorized person of the surviving or consolidated association that the merger or consolidation is effective in the other jurisdiction and specifying the competent authority in that jurisdiction.
- (h) *Effect.* The effect of a merger or consolidation under Section 30.72 and having one or more foreign constituent associations shall be the same as in the case of the merger or consolidation of partnerships with associations organized or registered in Liberia if the surviving or consolidated partnership or association is to be governed by Liberian law. If the surviving or consolidated association is to be governed by the laws of any jurisdiction



other than Liberia, the effect of such merger or consolidation shall be the same as in the case of merger or consolidation of partnerships with associations organized or registered in Liberia except insofar as the laws of such other jurisdiction provide otherwise.

- (i) *Effective date.* The effective date of a merger or consolidation in cases where the surviving or consolidated association is to be governed by the laws of any jurisdiction other than Liberia shall be determined by the filing requirements and laws of such other jurisdiction.
- (j) *Liability of partner of former partnership.* The personal liability, if any, of any partner in a domestic partnership existing at the time of such merger or consolidation shall not thereby be extinguished, shall remain personal to such partner and shall not become the liability of any subsequent partner or shareholder of any surviving or consolidated partnership or association or of any other partner or shareholder of such surviving or consolidated partnership or association.
- (k) In any case in which (i) at least 90 percent of the outstanding shares of each class of the stock of a corporation or corporations of which class there are outstanding shares that, absent Sections 10.3 or 10.5.4 of Title 5, would be entitled to vote on such merger, is owned by a domestic partnership, (ii) one or more of such corporations is a Liberian domestic corporation, and (iii) any corporation that is not a Liberian domestic corporation is a corporation of any other jurisdiction, the laws of which do not prohibit such merger; the domestic partnership having such stock ownership may either merge the corporation or corporations into itself and assume all of its or their obligations, or merge itself, or itself and one or more of such corporations, into one of the other corporations, pursuant to a plan of merger. If a domestic partnership is causing a merger under Section 30.72.3(k), the domestic partnership shall file a certificate of merger executed by at least one partner or other authorized persons on behalf of the domestic partnership with the Registrar or the Deputy Registrar. The certificate of merger shall certify that such merger was authorized in accordance with the domestic partnership's partnership agreement and this Act, and if the domestic partnership shall not own all the outstanding stock of all the corporations that are parties to the merger, shall state the terms and conditions of the merger, including the securities, cash, property, or rights to be issued, paid, delivered or granted by the surviving domestic partnership or corporation upon surrender of each share of the corporation or corporations not owned by the domestic partnership, or the cancellation of some or all of such shares. The terms and conditions of the merger may not result in a holder of stock in

a corporation becoming a partner in a surviving domestic partnership. If a corporation surviving a merger under Section 30.72.3(k) is not a Liberian domestic corporation, then the terms and conditions of the merger shall obligate such corporation to agree that it may be served with process in Liberia in any proceeding for enforcement of any obligation of the domestic partnership or any obligation of any constituent Liberian domestic corporation, as well as for enforcement of any obligation of the surviving corporation, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to the Business Corporation Act, and to irrevocably appoint the Minister of Foreign Affairs as its agent to accept service of process in any such suit or other proceedings, and to specify the address to which a copy of such process shall be sent or delivered by the Minister of Foreign Affairs.

**§30.73. Cancellation and reregistration of domestic partnership as another entity.**

1. A domestic partnership may, if not prohibited to do so by its certificate of partnership existence or partnership agreement, apply to cancel upon reregistration as another legal entity under Liberian law. If the partnership agreement specifies the manner of authorizing a cancellation and reregistration of the partnership, the cancellation and reregistration shall be authorized as specified in the partnership agreement. If the partnership agreement does not specify the manner of authorizing a cancellation and reregistration of the partnership and does not prohibit a cancellation and reregistration of the partnership, the cancellation and reregistration shall be authorized in the same manner as is specified in the partnership agreement for authorizing a merger or consolidation that involves the partnership as a constituent party to the merger or consolidation. If the partnership agreement does not specify the manner of authorizing a cancellation and reregistration of the partnership or a merger or consolidation that involves the partnership as a constituent party and does not prohibit a cancellation and reregistration of the partnership, the cancellation and reregistration shall be authorized by the approval by all partners. Any domestic partnership that is cancelling and reregistering pursuant to this Act that has not filed a certificate of partnership existence shall file a certificate of partnership existence prior to any such cancellation and reregistration. A partnership agreement may provide that a domestic partnership shall not have the power to cancel and reregister as set forth in Section 30.73.
2. An application by a domestic partnership to cancel and reregister as another legal entity in Liberia and to cease to be a partnership formed under this Act shall be made to the Registrar or the Deputy Registrar and shall be accompanied by the filing of:



- (a) A certificate of cancellation and reregistration shall include the following:
- (i) The name of the domestic partnership, and, if the name has been changed, the name with which the partnership was established, and the name, if different, under which registration as another legal entity is sought;
  - (ii) The date of filing of the certificate of partnership existence, and if established under any other law, the date of establishment;
  - (iii) The law under which the domestic partnership proposes to reregister;
  - (iv) The date on which the domestic partnership proposes to cancel and reregister;
  - (v) That the proposed cancellation and reregistration have been approved in accordance with the relevant law and the certificate of partnership existence and partnership agreement of the domestic partnership;
  - (vi) Confirmation by an authorized person that at the date of cancellation and reregistration the partnership will have done everything required by this Act preparatory to cancellation and reregistration as another legal entity and that, on cancellation and reregistration, the domestic partnership will cease to be a domestic partnership;
  - (vii) Confirmation by an authorized person that no proceedings for dissolution or insolvency have been commenced in Liberia with respect to the domestic partnership; and
  - (viii) Such other provisions with respect to the proposed cancellation and reregistration as the partners or other authorized persons consider necessary or desirable;
- (b) A certificate of good standing in respect of the domestic partnership issued by the Registrar or the Deputy Registrar;
- (c) Any amendments to the certificate of partnership existence that are to take effect on the cancellation of the certificate of partnership existence and reregistration as the other legal entity, and the provisions of Section 1.4 of Title 5 shall apply with the variation that

execution shall be by any partner or authorized person or other person performing in relation to the partnership the function of an officer and duly authorized for this purpose.

3. The Registrar or the Deputy Registrar shall, if he is satisfied that the requirements of this Act in respect of cancellation of a certificate of partnership existence prior to reregistration as another legal entity have been met:
  - (a) Certify that the domestic partnership is permitted to cancel and reregister as the other legal entity specified in the documents supplied in compliance with Section 30.73.2, in accordance with those documents, and that it shall cease to be registered as a domestic partnership on the date of the issue of the certificate, or, in the case of a certificate to which Section 30.73.4 applies, on the specified date; and
  - (b) Enter in the index kept for this purpose in respect of a domestic partnership to which a certificate has been issued under Section 30.73.3 the fact of the issue of the certificate described in Section 30.73.3(a).
4. Notwithstanding Section 1.4.5(c) of Title 5 or any provisions of this Act, where, at the time of making an application under Section 30.73.2, the domestic partnership applying for cancellation has specified a date in Section 30.73 referred to as the "*specified date*" no later than one (1) year after the date of the making of the application as the date of cancellation, the certificate described in Section 30.73.3(a) issued by the Registrar or the Deputy Registrar shall show the specified date as the date of cancellation.
5. A certificate given by the Registrar or the Deputy Registrar in accordance with Section 30.73.3(a) in respect of any cancelled partnership shall be:
  - (a) Conclusive evidence that all the requirements of this Act in respect of that cancellation, and matters precedent and incidental thereto, have been complied with and that the certificate of partnership existence is authorized to be cancelled; and
  - (b) Valid for a period of one (1) year from the date of the issue of the certificate or, in the case of a certificate to which Section 30.73.4 applies, from the specified date, unless endorsed in accordance with Section 30.73.6.
6. Where:



- (a) At the date of the issue of a certificate in accordance with Section 30.73.3(a) or at any time thereafter within a period of one (1) year immediately following the date of the issue of that certificate; or
- (b) In the case of a certificate to which Section 30.73.4 applies, at the specified date or at any time thereafter within a period of one (1) year immediately following that date,

the Registrar or the Deputy Registrar is satisfied, by the service on him of a certificate of reregistration or a similar instrument executed by the reregistered legal entity that the partnership has reregistered under the relevant provisions of the law specified in the certificate, he shall endorse the certificate to the effect that the certificate of partnership existence is from the date of the endorsement to be deemed to be cancelled, and that shall be the effective date of cancellation.

7. If, by a date one (1) year immediately following the date of the issue of a certificate in accordance with Section 30.73.3(a) or, in the case of a certificate to which Section 30.73.4 applies, following the specified date, the partnership has not satisfied the Registrar or the Deputy Registrar that it has become the other legal entity under the relevant provisions of the law under which it proposed to reregister, the Registrar or the Deputy Registrar shall revoke the certificate issued under Section 30.73.3(a), and:
  - (a) That certificate and any cancellation under Section 30.73 shall be of no further force or effect; and
  - (b) The partnership shall continue as a domestic partnership under the provisions of this Act.
8. With effect from the date of the endorsement of a certificate issued under Section 30.73.3(a) or 30.73.4:
  - (a) The partnership to which the certificate relates shall cease to be:
    - (i) A partnership registered under this Act; and
    - (ii) A partnership registered in Liberia for the purpose of any other law;
  - (b) The certificate of partnership existence or partnership agreement (or other constitutional documents of the partnership), as amended by the resolution or equivalent document for the

purpose of reregistration as a reregistered legal entity in Liberia, shall be the constitutional documents of the reregistered legal entity;

- (c) The property of every description and the business of the partnership are vested in the reregistered legal entity;
  - (d) The reregistered legal entity is liable for all of the claims, debts, liabilities and obligations of the partnership;
  - (e) No conviction, judgment, ruling, order, debt, liability or obligation due or to become due, and no cause existing against the partnership or against any partner or agent thereof, is thereby released or impaired;
  - (f) No proceedings, whether civil or criminal, pending at the time of the endorsement by the Registrar or the Deputy Registrar of the certificate by or against the partnership, or against any partner or agent thereof are thereby abated or discontinued, but the proceedings may be enforced, prosecuted, settled or compromised by or against the other legal entity or against the partner or agent thereof, as the case may be; and
  - (g) Unless otherwise provided in a resolution approving the cancellation, the partnership reregistering as the other legal entity shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the reregistration shall constitute a continuation of the existence of the domestic partnership and shall not:
    - (i) Constitute a dissolution of the partnership;
    - (ii) Create a new legal entity; or
    - (iii) Prejudice or affect the continuity of the cancelled partnership as a legal entity.
9. The Registrar or the Deputy Registrar shall maintain an index of partnerships in respect of which a certificate issued in accordance with Section 30.73.3(a) is in force, and in that index shall record the name in which the partnership is reregistered as another legal entity, and whether the partnership has ceased to be registered under this Act in accordance with Section 30.73.6.
10. In connection with a reregistration of a domestic partnership to another legal entity pursuant to Section 30.73, partnership interests that are to be reregistered may be exchanged for or converted



into cash, property, rights or securities of, or interests in, the legal entity to which the partnership is being reregistered or, in addition to or in lieu thereof, may be exchanged for or converted into cash, property, rights or securities of or interests in another entity or business form, may remain outstanding or may be cancelled.

**§30.74. Power of partnership to re-domicile into Liberia.**

1. Section 30.74 shall apply to a partnership or other legal entity (in Section 30.74 referred to as a "partnership") established outside Liberia which re-domiciles into Liberia as a domestic partnership.
2. A partnership domiciled outside Liberia may, if not prohibited to do so by its constitutional documents, if any, apply to establish domicile in Liberia as a domestic partnership. The re-domiciliation shall be approved in the manner provided for in the constitutional documents of the partnership seeking to establish domicile in Liberia and the conduct of its business and by applicable non-Liberian law, as appropriate, and a certificate of partnership existence shall be approved by the same authorization required to approve the re-domiciliation.
3. A partnership seeking to establish domicile in Liberia as a domestic partnership shall file with the Registrar or the Deputy Registrar:
  - (a) A certificate setting out:
    - (i) The name of the partnership, and, if the name has been changed, the name with which the partnership was established, and the name, if different, under which re-domiciliation as a domestic partnership is sought;
    - (ii) The date of establishment of the partnership, and if registered, the date of registration;
    - (iii) The jurisdiction of establishment of the partnership;
    - (iv) The date on which it is proposed to re-domicile as a domestic partnership;
    - (v) That the re-domiciliation has been approved in accordance with the relevant law and the constitutional documents of the partnership;

- (vi) Confirmation by an authorized person in the jurisdiction of establishment that no proceedings for insolvency or dissolution have been commenced with respect to the partnership in the jurisdiction in which it is established; and
  - (vii) Such other provisions with respect to the proposed re-domiciliation as a domestic partnership as the partners or other authorized persons consider necessary or desirable;
- (b) A certificate of good standing or equivalent in respect of the partnership issued by the competent authority in the jurisdiction in which the partnership is established, or other evidence to the satisfaction of the Registrar or the Deputy Registrar that the partnership is in compliance with registration requirements of that jurisdiction;
  - (c) Any amendments to the constitutional documents of the partnership that are to take effect on the registration of the partnership as a domestic partnership so that the constitutional documents are in accord with this Act;
  - (d) A certificate of partnership existence in accordance with Section 30.35 which is to be the certificate of partnership existence of the domestic partnership;
  - (e) The name and address of the Registered Agent in Liberia and the agent's acceptance of the appointment, and:
    - (i) Where in Section 30.74 there is reference to the jurisdiction in which the partnership is established, that reference shall, in respect of a partnership domiciled in a jurisdiction other than that in which it was originally formed, be read to mean the jurisdiction of domicile; and
    - (ii) The provisions of Sections 1.4.1 to 1.4.5 and 1.4.7 of Title 5 shall apply, with the variation that execution shall be by a partner or other authorized person or other person performing in relation to that partnership the function of an officer and duly authorized for this purpose.
4. The provisions of Section 30.10 shall apply in respect of the name in which a partnership may apply to re-domicile as a domestic partnership.



5. The Registrar or the Deputy Registrar shall, if he is satisfied that the requirements of this Act in respect of re-domiciliation as a domestic partnership have been met, certify that the partnership has established domicile in Liberia and has existence as the domestic partnership specified in the documents supplied in compliance with Section 30.74.3, in accordance with those documents on the date of the issue of the certificate, or, in the case of a certificate to which Section 30.74.6 applies, on the specified date.
6. Notwithstanding Section 1.4.5(c) of Title 5 or any provisions of this Act, where, at the time of the making of an application under Section 30.74.3, the partnership applying for re-domiciliation as a domestic partnership has specified a date (in Section 30.74 referred to as the "*specified date*") no later than one (1) year after the date of the making of the application as the date of re-domiciliation, the certificate issued by the Registrar or the Deputy Registrar shall show the specified date as the date of re-domiciliation.
7. A certificate given by the Registrar or the Deputy Registrar in accordance with Section 30.74.5 in respect of any re-domiciled partnership shall be:
  - (a) Conclusive evidence that all the requirements of this Act in respect of that re-domiciliation, and matters precedent and incidental thereto, have been complied with and that the partnership is authorized to be so re-domiciled; and
  - (b) Valid for a period of one (1) year from the date of the issue of the certificate or, in the case of a certificate to which Section 30.74.6 applies, from the specified date, unless endorsed in accordance with Section 30.74.9.
8. If, at the time of the issue by the Registrar or the Deputy Registrar of the certificate of re-domiciliation in accordance with Section 30.74.5, any provisions of the constitutional documents of the partnership do not, in any respect, accord with this Act:
  - (a) The constitutional documents of the partnership shall continue to govern the re-domiciled partnership until:
    - (i) The certificate of partnership existence complying with this Act is in effect; or
    - (ii) The expiration of a period of one (1) year immediately following the date of the issue of that certificate of re-domiciliation or, in the case of a certificate to which Section 30.74.6 applies, one (1) year immediately following the specified date;

- (b) Any provisions of the constitutional documents of the partnership that are in any respect in conflict with this Act shall cease to govern the re-domiciled partnership when the certificate of partnership existence in accordance with this Act is in effect.

9. Where:

- (a) At the date of the issue of a certificate of re-domiciliation or at any time thereafter within a period of one (1) year immediately following the date of the issue of that certificate; or
- (b) In the case of a certificate to which Section 30.74.6 applies, at the specified date or at any time thereafter within a period of one (1) year immediately following that date,

and if the Registrar or the Deputy Registrar is satisfied that:

- (c) The re-domiciled partnership has ceased to be a partnership under the relevant provisions of the law in the jurisdiction in which it was established; and
- (d) The certificate of partnership existence, if any, accords in all respects with this Act and the objects of the re-domiciled partnership,

he shall, on the application of the re-domiciled partnership to which the certificate of re-domiciliation has been issued endorse that certificate to the effect that the re-domiciled partnership is from the date of the endorsement to be deemed to be re-domiciled and in existence in Liberia under this Act and that shall be the effective date of re-domiciliation and the provisions of Section 1.4.5 of Title 5 and Section 30.7 shall apply.

10. If, by a date one (1) year immediately following the date of the issue of a certificate of re-domiciliation in accordance with Section 30.74.5 or, in the case of a certificate to which Section 30.74.6 applies, following the specified date, the re-domiciled partnership has not satisfied the Registrar or the Deputy Registrar that:

- (a) It has ceased to be a partnership under the relevant provisions of the law in the jurisdiction in which it was established; and
- (b) The certificate of partnership existence accords in all respects with this Act and the objects of the partnership as a domestic partnership,

the Registrar or the Deputy Registrar shall revoke the certificate issued under Section 30.74.5 and:



- (c) That certificate and any re-domiciliation under Section 30.74 shall be of no further force or effect; and
  - (d) The Registrar or the Deputy Registrar shall strike the re-domiciled partnership from the register.
11. With effect from the date of the endorsement of a certificate of re-domiciliation:
- (a) The partnership to which the certificate relates:
    - (i) Is a partnership re-domiciled and deemed to be formed in Liberia under this Act, and having as its existence date the date on which it was established in another jurisdiction; and
    - (ii) Shall be a partnership formed in Liberia for the purpose of any other law;
  - (b) The certificate of partnership existence of the partnership as filed in accordance with Section 30.74.3(d) is the certificate of partnership existence of the domestic partnership;
  - (c) The property of every description and the business of the partnership are vested in the domestic partnership;
  - (d) The partnership is liable for all of the claims, debts, liabilities and obligations of the partnership;
  - (e) No conviction, judgment, ruling, order, debt, liability, or obligation due or to become due and no cause existing against the partnership or against any partner or agent thereof is thereby released or impaired;
  - (f) No proceedings, whether civil or criminal, pending at the time of the endorsement by the Registrar or the Deputy Registrar of the certificate of re-domiciliation by or against the partnership or against any partner or agent thereof are thereby abated or discontinued, but the proceedings may be enforced, prosecuted, settled or compromised by or against the partnership or against the partner or agent thereof, as the case may be; and
  - (g) Unless otherwise provided in the resolution approving the re-domiciliation, the partnership re-domiciling as a domestic partnership shall not be required to wind up its affairs or pay its

liabilities and distribute its assets, and the re-domiciliation shall constitute a continuation of the existence of the re-domiciling partnership and shall not:

- (i) Constitute a dissolution of the partnership;
- (ii) Create a new legal entity; or
- (iii) Prejudice or affect the continuity of the partnership as a re-domiciled partnership.

**§30.75. Power of domestic partnership to re-domicile out of Liberia.**

1. Section 30.75 shall apply to a domestic partnership which re-domiciles into another jurisdiction. Any domestic partnership that is re-domiciling pursuant to this Act that has not filed a certificate of partnership existence shall file a certificate of partnership existence prior to any such re-domiciliation.
2. A domestic partnership may, if not prohibited to do so by its certificate of partnership existence or partnership agreement, apply to establish domicile outside Liberia in another jurisdiction. If the partnership agreement specifies the manner of authorizing a re-domiciliation of the partnership, the re-domiciliation shall be authorized as specified in the partnership agreement. If the partnership agreement does not specify the manner of authorizing a re-domiciliation of the partnership and does not prohibit a re-domiciliation of the partnership, the re-domiciliation shall be authorized in the same manner as specified in the partnership agreement for authorizing a merger or consolidation that involves the partnership as a constituent party to the merger or consolidation. If the partnership agreement does not specify the manner of authorizing a re-domiciliation of the partnership or a merger or consolidation that involves the partnership as a constituent party and does not prohibit a re-domiciliation of the partnership, the re-domiciliation shall be authorized by the approval by all partners. A partnership agreement may provide that a domestic partnership shall not have the power to re-domicile as set forth in Section 30.75. Any domestic partnership seeking or desirous of re-domiciling pursuant to this Act must have filed a certificate of partnership existence, which certificate shall be filed along with the application prior to such re-domiciliation.
3. An application by a domestic partnership to establish domicile outside Liberia in another jurisdiction and to cease to be a domestic partnership shall be made to the Registrar or the Deputy Registrar in the form prescribed by him and shall be accompanied by the filing of:
  - (a) A certificate of re-domiciliation setting out:



- (i) The name of the domestic partnership, and, if the name has been changed, the name with which the domestic partnership was established, and the name, if different, under which registration as a re-domiciled partnership is sought;
  - (ii) The date of existence of the domestic partnership;
  - (iii) The jurisdiction to which the domestic partnership proposes to re-domicile;
  - (iv) The date on which the domestic partnership proposes to re-domicile;
  - (v) The address for service of process on the partnership in the jurisdiction of re-domiciliation;
  - (vi) That the proposed re-domiciliation has been approved in accordance with the relevant law, the certificate of partnership existence, and partnership agreement of the domestic partnership;
  - (vii) Confirmation by an authorized person that at the date of re-domiciliation the domestic partnership will have done everything required by this Act preparatory to re-domiciliation in another jurisdiction and that, on re-domiciliation in the other jurisdiction, the domestic partnership will cease to be a partnership domiciled in Liberia;
  - (viii) Confirmation by an authorized person that no proceedings for dissolution or insolvency have been commenced in Liberia with respect to the domestic partnership; and
  - (ix) Such other provisions with respect to the proposed re-domiciliation as the partners or other authorized persons consider necessary or desirable;
- (b) A certificate of good standing in respect of the domestic partnership issued by the Registrar or the Deputy Registrar;
- (c) The address of the Registered Agent in Liberia which shall be retained during the period of one (1) year or such longer period until the domestic partnership has been deemed to be a partnership domiciled in the other jurisdiction, and evidence of acceptance of the appointment by the Registered Agent; and

- (d) Any amendments to the certificate of partnership existence that are to take effect on the registration of the re-domiciled partnership in the other jurisdiction. The provisions of Sections 1.4.1 to 1.4.5 and 1.4.7 of Title 5 shall apply, with the variation that execution shall be by a partner or authorized person or other person performing in relation to that partnership the function of an officer and duly authorized for this purpose.
4. The Registrar or the Deputy Registrar shall, if he is satisfied that the requirements of this Act in respect of re-domiciliation to another jurisdiction have been met:
- (a) Certify that the domestic partnership is permitted to establish domicile in the jurisdiction specified in the documents supplied in compliance with Section 30.75.3, in accordance with those documents, and that it shall cease to be registered in Liberia on the date of the issue of the certificate, or, in the case of a certificate to which Section 30.75.5 applies, on the specified date; and
  - (b) Enter in the index kept for this purpose in respect of a domestic partnership to which a certificate has been issued under Section 30.75.4 the fact of the issue of the certificate, and the provisions of Section 1.4.5 of Title 5 shall apply.
5. Notwithstanding Section 1.4.5(c) of Title 5 or any provisions of this Act, where, at the time of making an application under Section 30.75.3, the domestic partnership applying for re-domiciliation has specified a date (in Section 30.75 referred to as the "*specified date*") no later than one (1) year after the date of the making of the application as the date of re-domiciliation, the certificate issued by the Registrar or the Deputy Registrar shall show the specified date as the date of re-domiciliation.
6. A certificate given by the Registrar or the Deputy Registrar in accordance with Section 30.75.4(a) in respect of any domestic partnership shall be:
- (a) Conclusive evidence that all the requirements of this Act in respect of the re-domiciliation and matters precedent and incidental thereto have been complied with and that the partnership is authorized to be so re-domiciled; and
  - (b) Valid for a period of one (1) year from the date of the issue of the certificate or, in the case of a certificate to which Section 30.75.5 applies, from the specified date, unless endorsed in accordance with Section 30.75.7.
7. Where:



- (a) At the date of the issue of a certificate of re-domiciliation or at any time thereafter within a period of one (1) year immediately following the date of the issue of that certificate; or
- (b) In the case of a certificate to which Section 30.75.5 applies, at the specified date or at any time thereafter within a period of one (1) year immediately following that date,

the Registrar or the Deputy Registrar is satisfied, by the service on him of a certificate of re-domiciliation or a similar instrument executed by the governing body of the re-domiciled partnership, that the partnership has become a partnership under the relevant provisions of the law in the jurisdiction specified in such certificate, or another certificate executed by the governing body of the re-domiciled partnership, the Registrar or the Deputy Registrar shall endorse the certificate to which Section 30.75.4(a) or 30.75.5 applies to the effect that the partnership is from the date of the endorsement to be deemed to be re-domiciled and no longer registered in Liberia under this Act, and that shall be the effective date of re-domiciliation.

8. If, by a date one (1) year immediately following the date of the issue of a certificate in accordance with Section 30.75.4(a) or, in the case of a certificate to which Section 30.75.5 applies, following the specified date, the domestic partnership has not satisfied the Registrar or the Deputy Registrar that it has become a partnership under the relevant provisions of the law in the jurisdiction to which it proposed to re-domicile, the Registrar or the Deputy Registrar shall revoke the certificate issued under Section 30.75.4(a), and:

- (a) That certificate under Section 30.75 shall be of no further force or effect; and
- (b) The domestic partnership shall continue as a domestic partnership in Liberia under the provisions of this Act.

9. With effect from the date of the endorsement of a certificate of re-domiciliation:

- (a) The partnership to which the certificate relates shall cease to be:
  - (i) A domestic partnership registered in Liberia under this Act; and
  - (ii) A domestic partnership registered in Liberia for the purpose of any other law;
- (b) The certificate of partnership existence of the re-domiciled partnership (or other constitutional documents of the partnership), as amended by the resolution or an equivalent

document establishing domicile in the other jurisdiction, is the certificate of partnership existence of the re-domiciled partnership;

- (c) The property of every description and the business of the domestic partnership are vested in the re-domiciled partnership;
- (d) The re-domiciled partnership is liable for all of the claims, debts, liabilities and obligations of the domestic partnership;
- (e) No conviction, judgment, ruling, order, debt, liability or obligation due or to become due and no cause existing against the domestic partnership or against any partner or agent thereof is thereby released or impaired;
- (f) No proceedings whether civil or criminal pending at the time of the endorsement by the Registrar or the Deputy Registrar of the certificate of re-domiciliation by or against the domestic partnership or against any partner or agent thereof are thereby abated or discontinued, but the proceedings may be enforced, prosecuted, settled or compromised by or against the re-domiciled partnership or against the partner or agent thereof, as the case may be; and
- (g) Unless otherwise provided in the resolution approving the re-domiciliation, the domestic partnership re-domiciling as a re-domiciled partnership in another jurisdiction shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the re-domiciliation shall constitute a continuation of the existence of the re-domiciling partnership and shall not:
  - (i) Constitute a dissolution of the domestic partnership;
  - (ii) Create a new legal entity; or
  - (iii) Prejudice or affect the continuity of the re-domiciled partnership.

10. The Registrar or the Deputy Registrar shall maintain an index of domestic partnerships in respect of which a certificate issued in accordance with Section 30.75.4(a) is in force and in that index shall record the name in which the partnership is re-domiciled in the other jurisdiction and the address for service of the partnership in that jurisdiction, and whether the partnership has ceased to be registered under this Act in accordance with Section 30.75.7.



**SUBCHAPTER X.**  
**MISCELLANEOUS PROVISIONS**

§30.76. Severability clause.

§30.77. Fees.

§30.78. Partnerships not in good standing

§30.79. Foreign partnerships.

**§30.76. Severability clause.**

If any provision of this Act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

**§30.77. Fees.**

1. No document required to be filed under this Act shall be effective until the applicable fee required by the Registrar or the Deputy Registrar is paid.
2. The annual fee shall be due and payable on the anniversary date of the filing of a certificate of partnership existence, and shall be paid to and collected by the Registrar or the Deputy Registrar, or an agent of the Liberian Revenue Authority, in the case of a resident domestic partnership, and by the Registrar or the Deputy Registrar, in the case of a non-resident domestic partnership.

**§30.78. Partnerships not in good standing.**

Notwithstanding that a partnership is not in good standing, it shall remain a partnership formed under this Act, but the Registrar or the Deputy Registrar shall not accept for filing any certificate or other documents required or permitted to be filed under this Act and no certificate of good standing shall be issued with respect to such partnership, unless or until such partnership shall have been restored to and have the status of a partnership in good standing. A partnership that has ceased to be in good standing by reason of its neglect, refusal or failure to pay an annual fee, to maintain a Registered Agent, or to comply with the record keeping requirement of this Act, or for any other reason, may not maintain any action, suit or proceeding in any court in Liberia until such partnership has been restored to and has the status of a partnership in good standing and no action, suit or proceeding may be maintained in any court in Liberia by any successor or assignee of such partnership, or on any right, claim or demand arising on the transaction of business by such partnership, after it has ceased to be in good standing until such partnership has paid any annual fee then due and payable and

complied with the record keeping requirements under this Act, provided that the neglect, refusal or failure of a partnership to pay an annual fee, maintain a Registered Agent, or other reason shall not impair the validity on any contract, deed, mortgage, security interest, lien or act of such partnership or prevent such partnership from defending any action, suit or proceeding with any court.

**§30.79. Foreign partnerships.**

1. The provisions of Chapter 12 of this Title shall apply to foreign partnerships seeking to be authorized or authorized as they apply to foreign corporations with the substitution of references to partnerships for references to corporations and references to partners for references to shareholders and directors and officers and with substitution of references to relevant sections of this Act for references therein to provisions in respect of corporations.
2. To the extent provided for therein, the provisions of Sections 30.43 and 30.69 of this Act shall apply to foreign partnerships authorized to do business in Liberia.





-2022-


**FIFTH SESSION OF THE FIFTY-FOURTH LEGISLATURE  
OF THE REPUBLIC OF LIBERIA**

**HOUSE'S ENGROSSED BILL NO. 17 ENTITLED:**

**"AN ACT TO AMEND AND RESTATE  
CHAPTER 30: PARTNERSHIPS, OF THE  
ASSOCIATIONS LAW, TITLE 5, LIBERIAN  
CODE OF LAWS REVISED"**

On Motion, the Bill was read. On motion, the Bill was adopted on its first reading and sent to committee Room on Tuesday, February 15, 2022 @ 12:28 G.M.T.

On Motion, the Bill was taken from Committee Room for its second reading. On motion, under the suspension of the rule, the second reading of the Bill constituted its third and final reading and the Bill was adopted, passed into the full force of the law and ordered engrossed today, Tuesday, July 12, 2022 @ 13:31 G.M.T.

  
CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.

-2022-

**FIFTH SESSION OF THE FIFTY-FOURTH LEGISLATURE  
OF THE REPUBLIC OF LIBERIA**

**SENATE'S ENDORSEMENT TO HOUSE'S ENGROSSED  
BILL NO: 17 ENTITLED:**

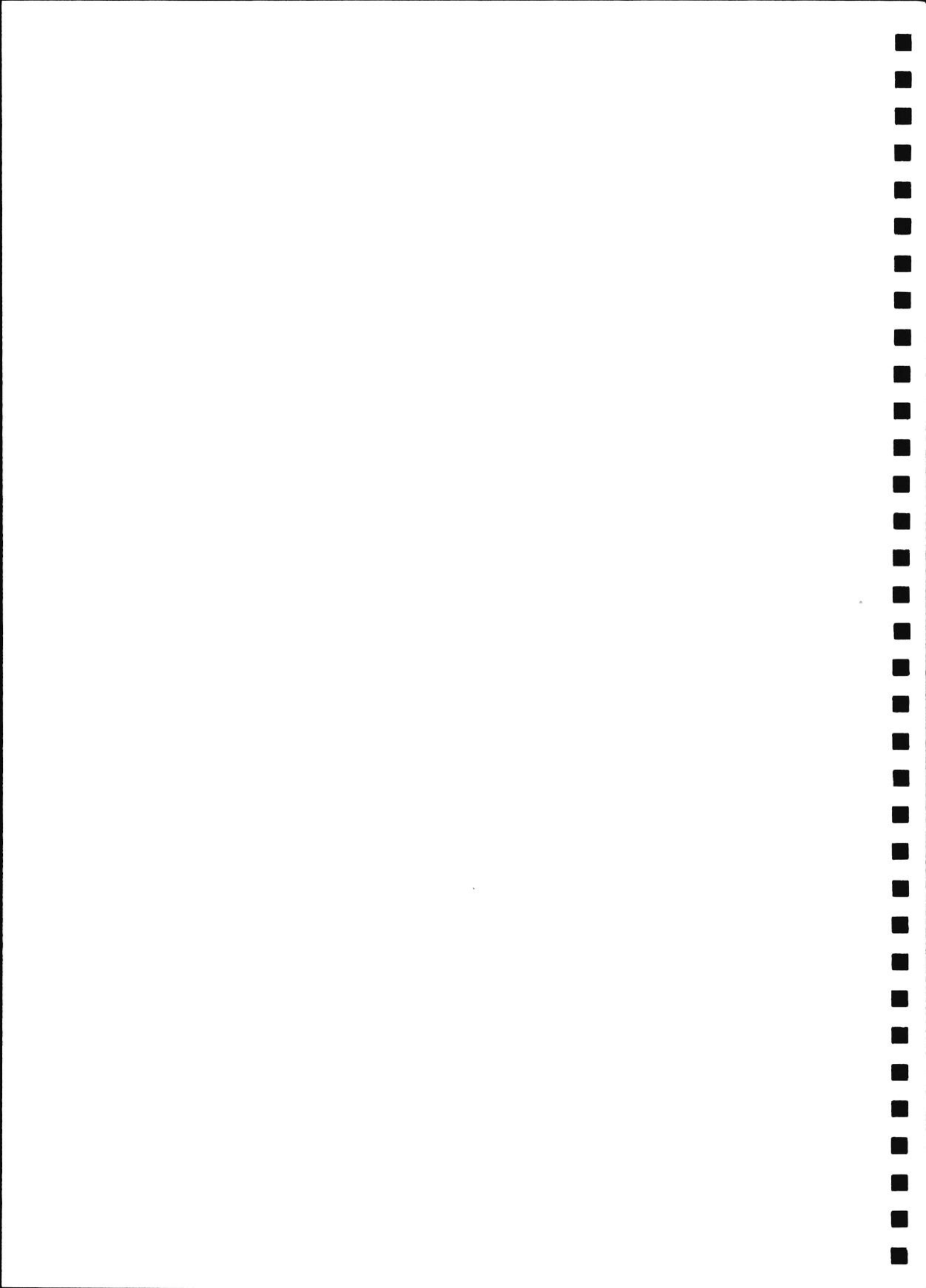
**"AN ACT TO AMEND AND RESTATE CHAPTER 30:  
PARTNERSHIPS, OF THE ASSOCIATIONS LAW,  
TITLE 5, LIBERIAN CODE OF LAWS REVISED"**

On Motion, Bill read on its 1st reading, Thursday, July 14, 2022 at the hour of 11:28 GMT. On motion, Bill read on its second reading and adopted and sent to Committee Room on Thursday, July 14, 2022 at the hour of 14:30 GMT.

On motion, Bill taken from the Committee Room. On motion under the suspension of the rule, the second reading of the Bill constituted the third and final reading and the Bill was adopted, passed into the full force of the law today, and ordered engrossed today, Tuesday, July 19, 2022 @ 15:58 G.M.T.

  
SECRETARY OF THE SENATE, R.L.






-2022-

ATTESTATION TO:

**“AN ACT TO AMEND AND RESTATE CHAPTER 30:  
PARTNERSHIPS, OF THE ASSOCIATIONS LAW, TITLE 5,  
LIBERIAN CODE OF LAWS REVISED”**

  
for VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/  
PRESIDENT OF THE SENATE

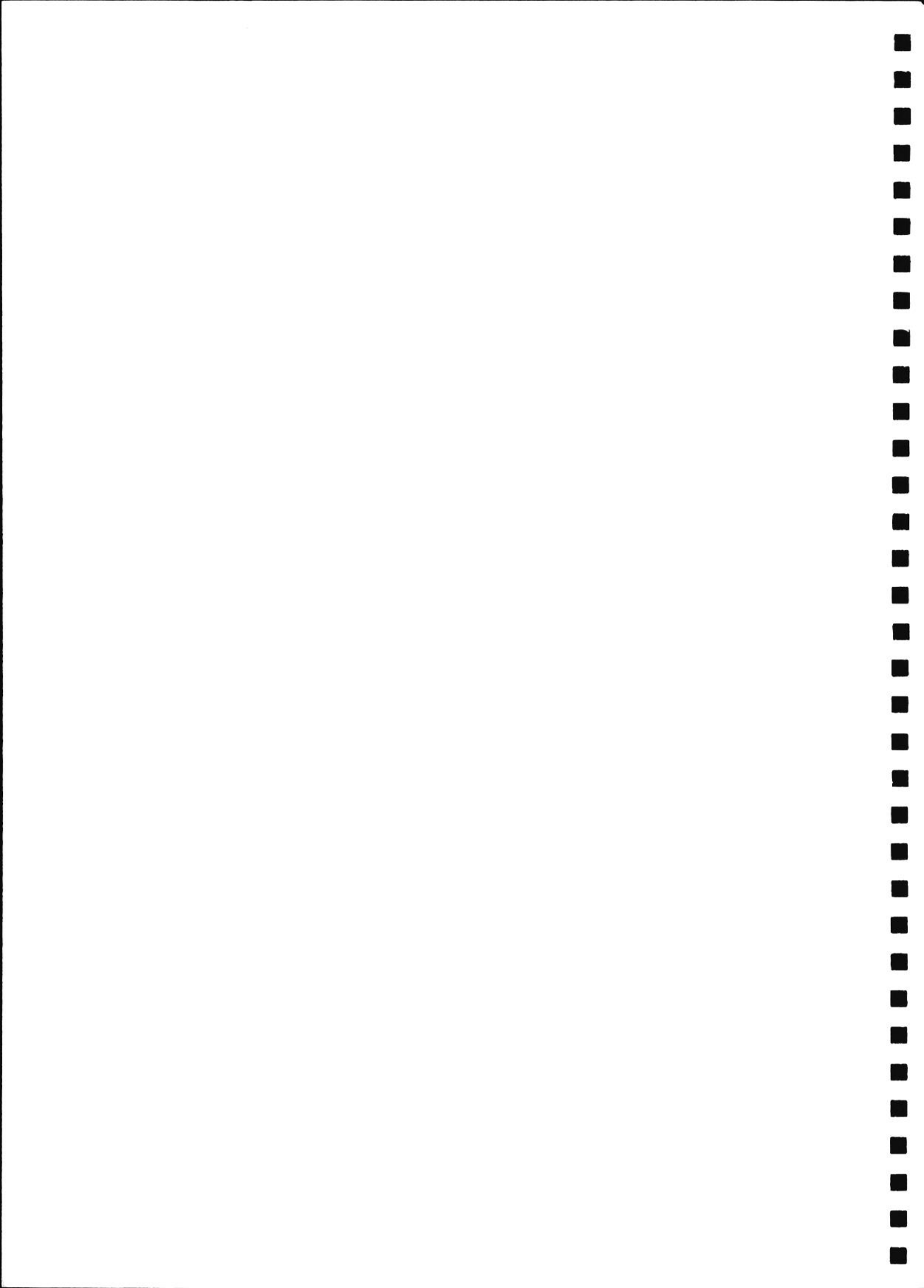
  
SECRETARY, LIBERIAN SENATE

  
ACTING SPEAKER, HOUSE OF REPRESENTATIVES, R.L.

  
CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.









# THE HONORABLE HOUSE OF REPRESENTATIVES

Capitol Building  
P.O. Box 9005  
Monrovia, Liberia  
Website: [www.legislature.gov.lr](http://www.legislature.gov.lr)



Office of the Chief Clerk

**-2022-**

**FIFTH SESSION OF THE FIFTY-FOURTH LEGISLATURE OF THE REPUBLIC  
OF LIBERIA**

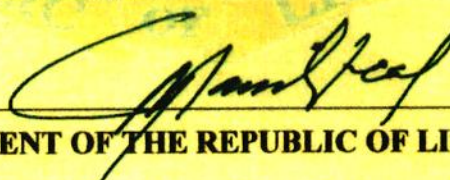
**SCHEDULE OF HOUSE'S ENROLLED BILL NO. 22 ENTITLED:**

**“AN ACT TO AMEND AND RESTATE CHAPTER 30:  
PARTNERSHIPS, OF THE ASSOCIATIONS LAW, TITLE 5,  
LIBERIAN CODE OF LAWS REVISED”**

**PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA FOR EXECUTIVE  
APPROVAL**

APPROVED THIS: 22<sup>ND</sup> DAY OF JULY A.D. 2022

AT THE HOUR OF 4:35 PM

  
\_\_\_\_\_  
THE PRESIDENT OF THE REPUBLIC OF LIBERIA



