



**DATA SHEED:  
SALE AND ASSIGNMENT OF COMPANY SHARES**

**1. Transferor**

Surname:	.....	Name:	.....
Birth name	.....	Date of birth	.....
Address	.....		
Married?	Antenuptial agreement?	Yes	No
If so, does the transferor transfer his total estate or most of them?		Yes	No

If the transferor is a company or the transferor does not appear in person. Who will act for him?

Surname:	.....	Name:	.....
Birth name:	.....	Date of birth:	.....
Address:	.....		
acting as	[ ] managing director		
	[ ] authorized representative		
	[ ] unauthorized agency		

**2. Transferee**

Surname:	.....	Name:	.....
Birth name	.....	Date of birth	.....
Address	.....		
Married?	Antenuptial agreement?	Yes	No
If so, does the transferee transfer (consideration) his total estate or most of them?		Yes	No

If the transferee is a company or the transferee does not appear in person. Who will act for him?

Surname:	.....	Name:	.....
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Birth name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

acting as  managing director

authorized representative

unauthorized agency

**3. Details on company**

Firm: \_\_\_\_\_

Registered office: \_\_\_\_\_ Registered under HRB \_\_\_\_\_

Business address: \_\_\_\_\_

Do the company has immovable property? Yes No

If so: \_\_\_\_\_

- On her own?
- Due to participation on another company?

Land registry: \_\_\_\_\_

Land register of: _____	Folio _____	Parcel no: _____
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Address oft the property \_\_\_\_\_

**4. Object of transfer**

The company share has been acquired with

Formation Notarial no: \_\_\_\_\_ Date: \_\_\_\_\_

Notary: \_\_\_\_\_

Assignment Notarial no: \_\_\_\_\_ Date: \_\_\_\_\_

Notary: \_\_\_\_\_

Share will be assigned and transferred  All of which

Any to the amount of \_\_\_\_\_ €

The share is paid into the company

Fully

To the amount of ... \_\_\_\_\_ % of the total share capital,



viz. to the amount of .....in. €

If the share is not fully paid into the company, who assumes the obligation to pay the share contribution into the company as far as it has not been paid?

the transferor

the transferee

Does the transferee hold any more share of the company?

Yes

No

If so:

Should they stay single-handed?

Should they pool to one share?

Is the transferee the only holder after transfer?

### 5. Consideration

Due the assignment the transferee has to pay a sum in cash amounting \_\_\_\_\_ Euro.

This amount is due

on \_\_\_\_\_ (date).

within two weeks

The amount was paid in advance.

Further the transferee has to ....

(such as: The transferee bears a personal obligation towards the bank)

\_\_\_\_\_  
—  
\_\_\_\_\_  
—  
\_\_\_\_\_  
—

Should the transfer of the share be subjected to a condition precedent that it does not take effect until the aforementioned agreed purchase price payment?

Yes

No

Should the transfer of the share takes effect on certain date?

JA

Nein

If so, when? \_\_\_\_\_

Should the transferee subjects himself to the immediate compulsory execution as it comes to the obligation to pay based on this deed, whereby an enforceable official copy has to be issued without evidence.

JA

Nein

Yes

No



**6. Profits**

Who is entitled to profits for which appropriation was not resolved up to now?

- the transferee       the transferor

Who is entitled to undistributed profits?

- the transferee       the transferor

**7. Scope of liability**

- The transferor usually is liable for the accuracy of the data and also that he is entitled to the transferred share free of any rights of third parties, and that he can freely dispose of that share, otherwise, however, he is liable for nothing. Yes      No
- In Addition the transferor is liable for

\_\_\_\_\_  
\_\_\_\_\_

**8. Are some more changes of the company projected?**

- Change of the managing director?
- |                                                                          |     |    |
|--------------------------------------------------------------------------|-----|----|
| <input type="radio"/> Transferor is recalled as managing director?       | Yes | No |
| <input type="radio"/> Transferee is called as new managing director?     | Yes | No |
| <input type="radio"/> Another person is called as new managing director? |     |    |
- Surname: \_\_\_\_\_ Name: \_\_\_\_\_
- Birth name: \_\_\_\_\_ Date of birth: \_\_\_\_\_
- Address: \_\_\_\_\_

The new managing director represents the company

- according to the articles
- always acting alone
- The new managing director is exempted from sec. 181 BGB (German Civil Code). Yes      No
- 
- Procuracy? Yes      No
- Surname: \_\_\_\_\_ Name: \_\_\_\_\_
- Birth name: \_\_\_\_\_ Date of birth: \_\_\_\_\_
- Address: \_\_\_\_\_



Full power of attorney conferred on a single person?      Yes      No

Collective power of attorney?      Yes      No

Amendment of the statutes?      Yes      No

If so, which articles should be changed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9. Required documents**

- Articles of association (latest version)
- List of members of the company
- When indicated
  - Notarial assignments of company shares, which transferred the company shares to the transferor
  - corporate decision, which are not registered yet