

In order to avoid data loss, we recommend that you save the file on your computer and fill it out there.

## Purchase contract for a German GmbH & Co. KG

Client and Purchaser the limited partner contribution:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Surname	First and middle names according ID document	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Nationality	Passport number	Place of birth
<input type="text"/>		
Street and house number of the registration address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Zip code	City of the registration address	Country (if not Germany)
<input type="text"/>	<input type="text"/>	
Telephone	E-mail address	

If the purchaser is a legal entity (e.g. company), please enter here the person authorised to sign and enter the organisational data into the Notes field at the end of the form. The same procedure applies if additional purchasers are to be specified.

Purchaser of the general partner GmbH, if different from above:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Surname	First and middle names according ID document	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Nationality	Passport number	Place of birth
<input type="text"/>		
Street and house number of the registration address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Zip code	City of the registration address	Country (if not Germany)
<input type="text"/>	<input type="text"/>	
Telephone	E-mail address	

If the purchaser is a legal entity (e.g. company), please enter here the person authorised to sign and enter the organisational data into the Notes field at the end of the form. The same procedure applies if additional purchasers are to be specified.

Requested configuration and registered office:

[Redacted]

Desired name of the GmbH & Co. KG (corporate name)

[Redacted]

If desired: new name of the general partner GmbH (company name e.g. ABC Management GmbH)

What activity will the GmbH Co. KG undertake (business purpose):

[Redacted]

The registered office in Berlin with extended service is rented for the for the GmbH & Co. KG and the general partner GmbH: Rent € 350 plus VAT per month, monthly cancellation possible. The rent will be settled directly between your company and the landlord. The Client and the Managing Director of the Company are personally jointly and severally liable for the payment of the amounts owed under this contract.

Otherwise the registered office is at:

[Redacted]

Street and house number

[Redacted]

[Redacted] [Redacted]

Zip code City in Germany

Managing Director the general partner GmbH:

The client (see above) becomes managing director

Otherwise the managing director shall be:

[Redacted] [Redacted] [Redacted]

Surname First and middle names according ID document Date of birth

[Redacted] [Redacted] [Redacted]

Nationality Passport number Place of birth

[Redacted]

Street and house number of the registration address

[Redacted] [Redacted] [Redacted]

Zip code City of the registration address Country (if not Germany)

[Redacted] [Redacted]

Telephone E-mail address

Notes or additional information:

I hereby take over the the shelf GmbH & Co. KG and the associated general partner GmbH according to German law at the price of **€ 29,400** (tax-free according to §4 8 f UStG) including € 25,000 bank balance of the general partner GmbH and € 100 limited partner contribution:

- GmbH & Co. KG and general partner GmbH registered in the commercial register
- German bank account including € 25,000 bank balance
- Take over of the limited partner contribution of € 100
- Preparation and execution of the purchase formalities including notary appointment
- Tax number already applied for
- Immediately able to act
- Rent of the registered office (if commissioned)

I will transfer the purchase price of € 29,400 or the down payment of € 2,000 to the following account if no other account is specified in the invoice:

**Bank:** Landesbank Berlin  
**Account holder:** ELA Verwaltungs GmbH  
**IBAN:** DE23 1005 0000 0190 9523 85  
**BIC/Swiftcode:** BELADEVXXX

**General Terms and Conditions for the Shelf GmbH & Co. KG**

The services of SiBa Wirtschaftskanzlei GmbH relate exclusively to the sale of shelf companies. Additional services (such as consulting) are only owed upon separate written agreement.

**The purchase price covers all notary and formation costs of the shelf company until the time of sale. The notary and court costs of the transfer and the changes to the GmbH & Co. KG and the general partner GmbH are always borne by the buyer.**

I am aware that you will only start providing your service after receipt of the said down payment or the purchase price.

After the prerequisites have been met (including complete receipt of payment, submission of identification documents, power of representation, ownership and control structure, information on money laundering prevention and submission of all other information and documents that may be requested by the notary), SiBa Wirtschaftskanzlei GmbH will execute the order or part of the order for which the requirements are met, within 10 working days except Saturday.

I hereby authorise you to instruct the notary selected by you to draw up all necessary deeds (including sales contract, company changes, company registration) on my behalf. I am aware that the notary will charge a drafting fee even if no notarial deed is executed through my fault. I agree that you may then settle this fee from the down payment or purchase price paid by me and that you will then no longer reimburse me for this portion.

If the full purchase price has not yet been received in the seller's account at the time of the notarial deed, the notarial contract will have a suspensive effect until the full purchase price has been received. This will delay the procedure accordingly.

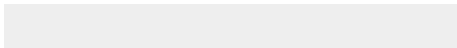

I have received and read the cancellation policy of SiBa Wirtschaftskanzlei GmbH:  
<https://siba-wirtschaftskanzlei.de/pdf/en/withdrawal.pdf>

I agree and expressly request that SiBa Wirtschaftskanzlei GmbH already begins with the commissioned service before the end of the cancellation period. I am aware that I lose my right of withdrawal upon complete fulfilment of the contract by SiBa Wirtschaftskanzlei GmbH. I am aware that I owe an appropriate amount according to § 357a (2) of the German Civil Code (BGB) for the service provided by SiBa Wirtschaftskanzlei GmbH if I exercise the right of revocation after I have expressly requested SiBa Wirtschaftskanzlei GmbH to begin the service before the end of the revocation period.

I am aware that there is no right of revocation for the notarial contracts and certifications to be concluded in this context (§ 312g (2) 13 BGB).

Neither the client nor any other party involved, or their beneficial owner is a politically exposed person, a family member of a politically exposed person or a closely related to politically exposed person.

The place of jurisdiction is Berlin (Germany) if the client is a merchant or a legal entity under public law or a special fund under public law or if he does not have a permanent residence in Germany, or the Client has moved its place of residence or habitual residence abroad after these GTC have come into effect or if the place of residence or habitual residence is unknown at the time the action is brought.

 Place and Date	 Signature
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Please send the signed form by E-Mail to [post@siba-wirtschaftskanzlei.de](mailto:post@siba-wirtschaftskanzlei.de)  
or by fax to +49 30 77 00 600 89