



FRANK UND SCHNEEWEISS

NOTARE IM PREYSING PALAIS

FORMATION OF A GMBH

name of GmbH:

stated capital (min. 25,000 €):

€

legal seat of GmbH:

full address:

business purpose of GmbH:

share holders:

(1)

name (incl. name at birth):

birth date:

family status

(if married: contract? status?):

residence (full address):

amount of share:

(thereof: amount immediately due for payment:

€

€

(2)

name (incl. name at birth):

birth date:

family status

(if married: contract? status?):

residence (full address):

amount of share:

(thereof: amount immediately due for payment:

€

€

(3)

name (incl. name at birth):

birth date:

family status

(if married: contract? status?):

residence (full address):

amount of share:

(thereof: amount immediately due for payment:

€

€

n.b.:

payment of the stated capital (min. 12.500 €) has to be done **after** notarization; proof of payment to be presented to notary



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managing directors: (1)

name (incl. name at birth):

birth date:

residence (full address):

power to represent the company:

- in any case: alone
- together with second director or proxy holder
- exempted from any restrictions of multiple representation and self-contracting (sec. 181 BGB)

(2)

name (incl. name at birth):

birth date:

residence (full address):

power to represent the company:

- in any case: alone
- together with second director or proxy holder
- exempted from any restrictions of multiple representation and self-contracting (sec. 181 BGB)

fiscal year:

- according to calendar year
- other: _____

transfer of shares possible:

- only with consent of
 - all other shareholders?
 - managing director based on a shareholder resolution (majority vote)?
- without any consent?
- preemptive right of other shareholders?
- in case of death of a shareholder
 - shares remain with the heir(s)
 - shares can be confiscated by company in return for payment of
 - fair market value or
 - lower amount: _____



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other stipulations (e.g. exemption from non-competing clause, specific restrictions for managing board, ...)
