



RECOMMENDED BY MAJOR LAW, AUDIT AND TAX ADVISORY FIRMS



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## TRANSFER PROCESS AND DOCUMENTS - LIMITED PARTNERSHIP



Dear  
Sir/Madam

The attached documents will be required from the Purchaser for the purpose of acquiring a Trinity Shelf Company.

**(Each of the Purchasers will need to provide the below documents, whether acquiring rights of a general or limited partner in a Limited Partnership, or shares in our sp. z o.o., being the general partner in a Limited Partnership).**

No	Document	Description	Responsible party
<b>Legal person</b>			
1.	Excerpt from the Commercial Register of the new Partners/ Shareholder	Original or notarized, apostilled and sworn translated into Polish. The document should not be older than three months.	Client Trinity can organize the sworn translation, if necessary.
<b>Physical person</b>			
2.	ID/Passport of the new Partners/Shareholder	Copy. Original will have to be presented to the Vendor on signing of the Transfer of Rights and Obligations Agreement and/or Share Transfer Agreement.	Client
<b>Physical or Legal person</b>			
3.	Transfer of Rights and Obligations Agreement/Share Transfer Agreement	There are three possibilities of concluding the agreement:  (i) The agreement can be signed in person by the representative/ representatives of the purchasers in Poland  (ii) The agreement can be signed first by the purchaser in the country of origin. On receipt of signed originals Trinity will sign the agreements which are legally binding from the date of the last signature;	Trinity prepares the Transfer of Rights and Obligations Agreement in negotiations with the Client or his legal advisors.
4.	Power of Attorney (required only in case iii)	(iii) The agreement can be signed by the proxies on behalf of the partners on the basis of a Power of Attorney issued by the purchasers (such PoA should be signed by the Management Board Member/Members authorized to represent the legal entities according to its representation rules shown in the excerpt from the commercial register or by the physical person partners. The Client may use the Trinity bilingual standard PoA for such transaction in which case the translation is not required. Trinity staff can be appointed as such proxies if required at no extra cost). Please note that according to the Polish Commercial Companies Code after the change of the General Partner the Articles of Association of the Company must be amended in the scope of the Company's name. So please note the Client will be responsible for doing so after the Transfer or if proxies are appointed the POA's must also authorized the proxies to do so. (The Trinity standard POA does include this authorization.) Such PoA's must be prepared in a form of notarial deeds in countries where such legal form is possible. In other countries where notarial deed is not available, Polish law required notarized signatures under such PoA, apostilled with sworn translation of notary stamps and apostilled into Polish. The Client can also change the AoA in scope of adding general partner's name into the Limited Partnership's name by himself when Rights and Obligations Transfer Agreement is signed by the Client in person. In such case Trinity assists the Client in the preparation of the new AoA and during the notary meeting.	Client Trinity may draft the required Power of Attorney and/or arrange necessary translations.