

Transfer Agreement Under Section 965(i)(2)

File in Duplicate
 (see *When and Where To File*
 in the separate instructions)

▶ Go to www.irs.gov/Form965 for instructions and the latest information.

Part I Transferor Information

Name of eligible section 965(i) transferor (see instructions for definition)	Taxpayer identification number
Address (number, street, room, suite, or P.O. box number)	
City or town, state or province, country, and ZIP or foreign postal code	

Part II Transferee Information

Name of eligible section 965(i) transferee (see instructions for definition)	Taxpayer identification number
Address (number, street, room, suite, or P.O. box number)	
City or town, state or province, country, and ZIP or foreign postal code	

Part III Identifying Information of the S Corporation (with respect to which the section 965(i) election was effective)

Name	Taxpayer identification number
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Part IV Triggering Event Leading to Transfer Agreement

- 1 Enter the date of the triggering event ▶
- 2 Was the transfer by reason of death of the transferor? Yes No
- 3 Provide the portion, expressed as a percentage, of the transferor’s section 965(i) deferred net tax liability with respect to the S corporation which is properly allocable to the portion of stock being transferred to the transferee _____ %
- 4 Provide a detailed description of the triggering event that led to the transfer agreement:

Part V Report of Unpaid Section 965(i) Net Tax Liability or Portion Thereof Attributable to Transferred Stock

5 Enter the amount of the transferor’s unpaid section 965(i) net tax liability being assumed (see instructions) \$ _____

Part VI Transferee’s Ability To Pay Remaining Liability

- 6 Is the transferee able to pay the section 965(i) net tax liability being assumed? Yes No
- 7 Did the leverage ratio (see instructions) of the transferee, immediately after the triggering event, exceed 3:1? . Yes No
- 8 Provide any additional information pertaining to the transferee’s ability to pay (see instructions):

Part VII Terms of Agreement

By signing this transfer agreement, you agree to the following.

- This document constitutes an agreement by the transferee to assume the liability of the transferor for the unpaid portion of the section 965(i) net tax liability or, in the case of a partial transfer, for the unpaid portion of the section 965(i) net tax liability attributable to the transferred stock;
- The transferee agrees to comply with all the conditions and requirements of section 965(i) and Regulations section 1.965-7(c), including the annual reporting requirement, as well as any other applicable requirements of the regulations under section 965;
- The transferor and any successor to the transferor will remain jointly and severally liable for the section 965(i) net tax liability being assumed by the transferee;
- If the Commissioner requests additional information (for example, additional information regarding the ability of the transferee to fully pay the section 965(i) net tax liability), the transferee will provide such information; and
- If the Commissioner determines, at the time of submission or such later date until the section 965(i) net tax liability has been fully paid, that this transfer agreement contains a material misrepresentation or material omission, or if the transferee does not provide the additional information requested by the Commissioner within a reasonable timeframe communicated by the Commissioner, the Commissioner may reject the transfer agreement effective as of the date of the related triggering event or, in the alternative, on the date the Commissioner determines that this transfer agreement includes a material misrepresentation or material omission.

Transferor

Sign Here	Under penalties of perjury, I declare that I have examined this form, and to the best of my knowledge and belief, Parts I, III, IV, and V are true, correct and complete. I certify that I have the authority to execute this transfer agreement for the eligible section 965(i) transferor reported in Part I.	
	▶ _____ Signature	▶ _____ Date
	_____	_____
	Print name	Print title
	_____	_____
	Email address	Daytime phone

Transferee

Sign Here	Under penalties of perjury, I declare that I have examined this form, and to the best of my knowledge and belief, Parts II, III, IV, V, and VI are true, correct and complete. I certify that I have the authority to execute this transfer agreement for the eligible section 965(i) transferee reported in Part II.	
	▶ _____ Signature	▶ _____ Date
	_____	_____
	Print name	Print title
	_____	_____
	Email address	Daytime phone