

**Transfer Agreement Under Section 965(h)(3)**

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

► Go to [www.irs.gov/Form965C](http://www.irs.gov/Form965C) for instructions and the latest information.

**Part I Transferor Information**

Name of eligible section 965(h) 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(h) 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 Acceleration Event**

- 1** Select the acceleration event leading to this transfer agreement:
- a**  A liquidation, sale, exchange, or other disposition of substantially all of the assets of the transferor (other than by reason of death)
- (1)** Did the transferee acquire substantially all of the transferor's assets? . . . . .  Yes  No  
**(2)** Is the acceleration event a qualifying consolidated group member transaction? . . . . .  Yes  No  
**(3)** If the event is a qualifying consolidated group member transaction, is the transferee the departing member or a qualified successor? . . . . .  Yes  No
- b**  Transferor became a member of a consolidated group
- c**  Transferor is a consolidated group that ceased to exist or otherwise discontinued filing a consolidated return resulting from (check the box below that applies)
- (1)**  Acquisition of a consolidated group in which the acquired consolidated group members joined a different consolidated group as of the day following the acquisition  
 If the box on line 1c(1) is checked, is the transferee the agent (within the meaning of Regulations section 1.1502-77) of the consolidated group? . . . . .  Yes  No  
**(2)**  Consolidated group ceasing to exist due to the transfer of the assets of one or more members to other members with one entity (the successor entity) remaining  
 If the box on line 1c(2) is checked, is the transferee the successor entity? . . . . .  Yes  No  
**(3)**  Consolidated group ceasing to exist due to the termination of the subchapter S election (pursuant to section 1362(d)) of a shareholder of the common parent of the group, and, for the shareholder's tax year immediately following the termination, the shareholder joins in the filing of a consolidated return as a consolidated group that includes all of the members of the former consolidated group.  
 If the box on line 1c(3) is checked, is the transferee the agent of the consolidated group that the shareholder whose subchapter S election was terminated and all of the members of the former consolidated group joined? . . . . .  Yes  No
- 2** Enter the date of the acceleration event . . . . . ► \_\_\_\_\_
- 3** Provide a detailed description of the acceleration event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part IV Report of Unpaid Section 965(h) Net Tax Liability Being Assumed**

**4** Enter the amount of the transferor's section 965(h) net tax liability remaining unpaid (see instructions) \$ \_\_\_\_\_

**5** Enter the date on which the next installment payment is due . . . . . ► \_\_\_\_\_

**Part V Transferee's Ability to Pay Remaining Liability**

- 6** Is the transferee able to make the remaining payments required under section 965(h) with respect to the section 965(h) net tax liability being assumed? . . . . .  Yes  No
- 7** Does the transferee's leverage ratio exceed 3:1? . . . . .  Yes  No
- 8** Provide any additional information pertaining to the transferee's ability to pay: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part VI 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 any unpaid installment payments of the transferor under section 965(h).
- The transferee and the transferor (if it continues to exist immediately after the acceleration event) agree to comply with all of the conditions and requirements of section 965(h) and Regulations section 1.965-7(b), as well as any other applicable requirements of the regulations under section 965.
- If the transferor continues to exist immediately after the acceleration event, the transferor and any successor to the transferor will remain jointly and severally liable for any unpaid installment payments of the transferor under section 965(h), including, if applicable, under Regulations section 1.1502-6.
- If the Commissioner requests additional information (for example, additional information regarding the ability of the transferee to fully pay the remaining section 965(h) net tax liability), the transferee will provide such information.
- If the Commissioner determines, at the time of submission or such later date until the section 965(h) 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 to the transferee, the Commissioner may reject the transfer agreement effective as of the date of the related acceleration event or, in the alternative, on the date the Commissioner determines that this transfer agreement includes a material misrepresentation or material omission.
- If the Commissioner rejects the transfer agreement, at the time of submission or such later date, any unpaid installment payments of the transferor assumed by the transferee become due and payable on the date of rejection.
- The transferee waives the right to a notice of liability and consents to the immediate assessment of the portion of the transferor's section 965(h) net tax liability remaining unpaid, as shown in Part IV. The transferee understands that by signing this agreement, the transferee will not be able to contest this liability in Tax Court, except as additional transferee or fiduciary liability is determined for this year.

**Transferor Signature**

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

**Transferee Signature**

<b>Sign Here</b>	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, and V are true, correct and complete. I certify that I have the authority to execute this transfer agreement for the eligible section 965(h) transferee reported in Part II.	
	Signature _____	Date _____
	Print Name _____	Print title _____
	Email address _____	Daytime phone _____

If either the transferor or the transferee is a corporation, the agreement must be signed with the corporate name, followed by the signature and title of the officer authorized to sign.