ImagiNE Nebraska Act – Agreement Transfer Form

*The completion of this form is required for Applicants notifying the Director of a transfer of an ImagiNE Agreement ("Agreement") as provided for under Neb. Rev. Stat. § 77-6834(1)(c). Please submit completed form securely here.

Applicant Information:

Name of Applicant _____

Nebraska ID or SSN_____

Federal ID No. _____ Tax Year End_____

Qualified
Location(s)_____

_____

Application Number _____

Date of Application _____ Level Selected_____

Agreement date ____/____/_____

1. Was the Agreement transferred in its entirety by sale or lease to another taxpayer, or by an acquisition of assets under IRC § 381?

   ☐ YES ☐ NO **Enter the date the sale was completed ___/___/_____.**

2. Is the Acquiring Taxpayer a Foreign Adversary Company under Neb. Rev. Stat. § 77-3,114? See Department of Economic Development Memo 25-03.

   ☐ YES ☐ NO

   If YES, do not proceed. A transfer of an agreement to a Foreign Adversary Company is not permitted. If NO, continue to question 3.

3. Attach a summary of the transaction and sale documents.

Important, Read Before Completing Question 4: The Applicant may NOT file for ANY project benefits after the date of the notification of transfer. Answering YES to question 4. constitutes a notification of transfer and an authorization for DED and the Nebraska Department of Revenue (DOR) to provide information to the Acquiring Taxpayer regarding benefits received, audit results, tax year information, and other information reasonably necessary to determine the future tax incentives and liabilities of the Agreement.

4. Do you want to transfer the entire Agreement to the Acquiring Taxpayer at this time?

☐ YES ☐ NO

If NO, please explain why transfer is delayed and complete the Estimated Transfer Date:

Estimated Transfer Date: ____/____/_____

If YES, proceed to question 5.

5. Do you agree to make available to DOR and the Acquiring Taxpayer all records needed to conduct an audit of benefits claimed?

☐ YES ☐ NO

By signing below the Applicant acknowledges the following:

- The Director may disclose information to the Acquiring Taxpayer about the Agreement and prior benefits that is reasonably necessary to determine the future incentives and liability of Applicant.
- The Acquiring Taxpayer, as of the date of notification to the Director of the completed transfer, shall be entitled to any unused credits and to any future incentives allowable under the Act. The Applicant cannot claim any benefits or use any credits after the date of the notification of the transfer.
- Only future benefits and unused credits can be transferred. Benefits or refunds that could have been claimed by Applicant prior to the transfer of the agreement cannot be transferred.

Under penalties of law, I declare that I have examined the information provided, and to the best of my knowledge and belief, it is correct and complete.

_____
Applicant

By: _____
Authorized Signature

_____
Printed Name

Title: _____

Date: _____

Acquiring Taxpayer and Agreement Holder Information:

***Acquiring Taxpayer** – Acquiring Taxpayer means the taxpayer to whom the agreement is transferred in its entirety and will perform the qualified business activities at the qualified location(s).

***Agreement Holder** – Agreement Holder is the parent company of the Acquiring Taxpayer, if applicable.

6. What is the name, Federal ID, and DUNS number of the Acquiring Taxpayer?

   Name_____ FEIN _____

   DUNS _____

7. If the Acquiring Taxpayer is not the Agreement Holder what is the name, Federal ID, and DUNS number of the Agreement Holder?

   Name_____ FEIN _____

   DUNS_____

8. Attach a copy of the corporate structure of the Agreement Holder following the sale, lease, or acquisition of the Applicant.

9. Is the Acquiring Taxpayer a political subdivision or an organization exempt from income taxes under IRC § 501(a)?

   ☐ YES ☐ NO

   If YES, the Acquiring Taxpayer is not eligible for a transfer. If NO, proceed to question 10.

10. Does the Acquiring Taxpayer accept the transfer of the Agreement and all terms contained therein?

    ☐ YES ☐ NO

By signing below the Acquiring Taxpayer acknowledges the following:

- The Acquiring Taxpayer shall be liable for any recapture that becomes due after the date of the transfer for the repayment of any benefits received either before or after the transfer.
- The Acquiring Taxpayer, as of the date of notification to the Director of the completed transfer, shall be entitled to any unused credits and to any future incentives allowable under the Act. The Applicant cannot claim any benefits or use any credits after the date of the notification of the transfer.
- Only future benefits and unused credits can be transferred. Benefits or refunds that could have been claimed by Applicant prior to the transfer of the agreement cannot be transferred.
- The Acquiring Taxpayer and Applicant shall be jointly and severally liable for the repayment of any outstanding loan made to Applicant pursuant to Neb. Rev. Stat. §§ 77-6841 to 77-6843.
- The Acquiring Taxpayer is not a Foreign Adversary Company as defined by Neb. Rev. Stat. § 77-3,114.

Under penalties of law, I declare that I have examined the information provided, and to the best of my knowledge and belief, it is correct and complete.

_____
Acquiring Taxpayer

By: _____
Authorized Signature

_____
Printed Name

Title: _____

Date: _____

For DED Use Only:

Date Notification Received by DED:_____