

Instructions

This request must be completed prior to transfer of title, change in partnership name, corporate name or status. Final documentation must be supplied after closing.

Owners with an allocation of tax credits in 2019 or later: Approval is required for any change in ownership including: transfer of title, transfer of more than a 50% interest in a general partner or member or a change in nonprofit partner during the term of the Declaration of Land Use Restrictive Covenants Agreement (LURA).

Owners with an allocation prior to 2019: Approval is required for any change in ownership including transfer of title, transfer of more than a 50% interest in a general partner or a change in a nonprofit partner prior to issuance of 8609, within five years after placed in service and where provided for in the LURA.

After the five year period, owners are required at a minimum to notify Minnesota Housing of any change in ownership or ownership interest. The LURA may have additional requirements please refer to the recorded documents for the specific terms for the development.

Project Information

Project Name: _____ Property Number #: D_____

Name of project owner on IRS form(s) 8609: _____

Legal name of current project owner or ownership entity (if different than above): _____

Current owner Federal Tax ID #: _____

Contact person name, phone and email: _____

Type of Change

- | | |
|---|--|
| <input type="checkbox"/> Change in owner name/status (entity type) | _____ Date of Purchase Agreement |
| <input type="checkbox"/> Sale of property | _____ Expiration date of Contract for Deed |
| <input type="checkbox"/> Transfer of partnership interest (substitution, withdrawal, addition). | _____ Anticipated/actual closing date |

New or Updated Owner Information

Name

Address

Tax ID #

Contact Person

Phone Number

Email address

List all partners/members:
Name:

Percentage of
Ownership:

New or Updated Management Information

Name of Management Company

Address

Tax ID #

Contact Person

Phone Number

Email address

Attached is the following documentation (include all that apply):

For transfer of ownership, ownership interest, or change in partnership name/status

- Copy of the amended or new partnership agreement, Articles of Incorporation and By-Laws or LLP/LLC Organizational Documents including but not limited to Operating Agreement and Member Control Agreement; and
- Copy of the Certificate of Good Standing from the Minnesota Secretary of State no older than 30 days from the date of this notice, if applicable; and
- Attorney opinion letter in form and substance similar to the attached form.

Additional submissions for transfer of ownership

- Copy of the purchase agreement and any addenda or amendments
- Copy of the recorded contract for deed or warranty deed transferring ownership of the property to the purchaser, or title policy indicating ownership

Additional submissions for transfers prior to placed in service date

- Revised Minnesota Multifamily Rental Housing Common Application (HTC-1) or Workbook with changes highlighted, dated and initialed
- An executed Minnesota Housing - Housing Tax Credit Program Transfer Agreement (HTC Form 20) [Required for any project that does not yet have IRS Form(s) 8609 issued]
- A written statement signed by the owner under penalty of perjury that the buildings have not been placed in service within the meaning of Section 42(d)(2)(B)

Transfer Fee

- Transfer fee in the amount of \$2,500 for transfers within five years of placed in service date
- Request for Action (RFA) processing fee for transfers after the five year period. Consult the RFA fee schedule for additional information

For transfers after year 15

- An executed Housing Tax Credit Transfer Agreement (In Extended Use Period) in form and substance similar to the attached

Transferring Owner/Partner:

Print Name of Transferring Entity

By: _____

Its: _____

Print name of person signing

Date: _____

New Owner/Partner:

By signing below I declare that I have read and understand the terms and conditions of this property's Declaration of Land Use Restrictive Covenants (LURA) for Low Income Housing Tax Credits, including any amendments. I have reviewed the [Housing Tax Credit Compliance Manual](#) (Manual). I understand that for the full term of the LURA, including the three year period following the expiration of the Extended Use Period: the property must be operated in compliance with the LURA, the Manual, and Section 42 of the Internal Revenue Code. I also understand that for the full term of the LURA an owner certification of continuing program compliance and occupancy information for all units in the property must be submitted annually in Minnesota Housing's [Property Online Reporting Tool](#) (or in such other form as may be directed by Minnesota Housing); an annual compliance monitoring fee must be paid to Minnesota Housing; that the property is subject to periodic on-site inspections including review of the tenant income certifications and supporting documentation in tenant files, utility allowance source documentation and other administrative records; and that any noncompliance found as a result of Minnesota Housing's monitoring reviews must be timely corrected. I have the necessary [training](#) and capacity to successfully operate the property in accordance with the LURA, the Manual, and Section 42 of the Internal Revenue Code.

Print Name of New Entity

By: _____

Its: _____

Print name of person signing

Date: _____



**Housing Tax Credits
Minnesota Housing Approved Form of
Attorney's Opinion for Transfer of Ownership**

[Letterhead of law firm]

Minnesota Housing Finance Agency
400 Wabasha Street North, Suite 400
St. Paul, MN 55102

RE: Name and Location of Development
Minnesota Housing Dev ID #D _____]

Dear Sir/Madam:

We have acted as counsel to _____, a Minnesota _____ (the "Owner"), with its principal place of business located at _____, in connection with the Owner's purchase of the above described development from _____ (the "Seller"). The development is receiving the benefits of Seller's allocation of low income housing tax credits pursuant to Minnesota Statutes, Section 462A.222 to 462A.24 and Section 42 of the Internal Revenue Code of 1986, as amended from the Minnesota Housing Finance Agency. In that regard, we have reviewed and are familiar with the (i) [name of purchase agreement for transfer] (ii) [Certificate of Limited Partnership] of the owner, dated _____, and name of limited partnership agreement] of the Owner, dated _____ (iii) [list other appropriate documents] and (iv) any other documents deemed necessary for the delivery of this opinion (collectively, such [transfer agreement, certificate and agreement] being hereinafter referred to as the "Organizational Documents").

Based upon our review of the documentation described above, which we assume for the purpose of this opinion to be authentic copies of documents actually executed and enforceable in accordance with their respective terms against the parties thereto, it is our opinion that:

1. The Owner is a _____, organized and in good standing under the laws of the State of Minnesota, and has full legal power and authority under its Organizational Documents to do all things necessary to operate the development.
2. The managing general partner of the Owner is _____, a Minnesota _____ [if not a legal entity give person's name], the following person(s) is/are authorized to execute documents in behalf of the Owner:
[name of any and all persons]
3. The Owner is the owner for tax purposes of the development.
4. To the best of my knowledge, information and belief, there is no legal action pending or threatened which would prevent the ownership and operation by Owner of the development.

Sincerely,



Housing Tax Credits
Minnesota Housing Approved Form of
Attorney's Opinion for Transfer of Partner Interest

[Letterhead of law firm]

Minnesota Housing Finance Agency
400 Wabasha Street North, Suite 400
St. Paul, MN 55102

RE: Name and Location of Development
Minnesota Housing Dev ID #D _____]

Dear Sir/Madam:

We have acted as counsel to _____, a Minnesota _____ (the "General Partner"), with its principal place of business located at _____ in connection with the General Partner's purchase from _____ (the "Seller") of the general partner's interest in [name of ownership entity] (the "Partnership"), which is the owner of the above referenced development (the "Development").

Based upon our review of the documentation described above, which we assume for the purpose of this opinion to be authentic copies of documents actually executed and enforceable in accordance with their respective terms against the parties thereto, it is our opinion that:

- 1. The General Partner is a _____, organized and in good standing under the laws of the State of Minnesota, and has full legal power and authority under its Organizational Documents to do all things necessary to operate the Partnership and the Development.
2. The managing general partner of the Partnership is _____, a Minnesota _____ [if not a legal entity give person's name], the following person(s) is/are authorized to execute documents in behalf of the Partnership: [name of any and all persons]
3. The Partnership is the owner for tax purposes of the Development.
4. To the best of my knowledge, information and belief, there is no legal action pending or threatened which would prevent the ownership and operation of the Development by the Partnership and the General Partner.

Sincerely,

**MINNESOTA HOUSING FINANCE AGENCY
HOUSING TAX CREDIT PROGRAM**

**TRANSFER AGREEMENT
(Prior to Issuance of IRS Form 8609)**

WHEREAS, the Minnesota Housing Finance Agency (Minnesota Housing) issued an allocation of Housing Tax Credits (HTC) on _____, _____, to _____ (Owner) in the amount of \$ _____ for a _____ unit rental housing development located on lands in the City of _____, County of _____, State of Minnesota, more particularly described in Exhibit A (legal description), hereto known as or to be known as _____ (the Development); and

WHEREAS, the Owner desires to sell the real property and transfer the tax credit allocation to _____ (Transferee); and

WHEREAS, the terms and conditions of such sale of real property have been agreed upon by Owner and Transferee in that certain purchase agreement dated _____, _____; and

WHEREAS, the Transferee will own the Development for which a final allocation is requested at the time the Development is placed in service;

NOW, THEREFORE, the parties agree to the following:

1. The Owner agrees that all of the Owner's rights and obligations under the HTC Allocation are transferred to the Transferee and that the Owner has no further right to a credit allocation or a reservation of credit allocation.
2. The Owner, for a good and valuable consideration the receipt of which and sufficiency of which is hereby acknowledged, does hereby release and forever discharge Minnesota Housing, its agents, successors, and assigns, for any and all claims, demands, damages, actions, causes of action, of any kind or nature whatsoever on account of any damages that may have been sustained, known or unknown, anticipated or unanticipated, which may have resulted as a result of the transfer of the credit allocation to the Transferee.
3. The Transferee agrees to be deemed the "Owner" of the Development for purposes of all the terms, obligations, and conditions, past and present, of the HTC credit allocation.
4. The Transferee agrees to be bound by all the terms, obligations, and conditions, past and present, of the HTC application and credit reservation.
5. The Owner shall provide to Minnesota Housing not later than 10 days after the final closing between Owner and Transferee the following items:
 - A. A copy of a recorded deed transferring the benefits and burdens of ownership of the Development to the Transferee.
 - B. A written statement signed by the Owner under penalty of perjury that the Development has not been placed in service within the meaning of Section 42(d)(2)(B) of the Code if the transfer occurs prior to issuance of the 8609.
6. Minnesota Housing consents to the transfer of the credit allocation, subject to the conditions of the Carryover Agreement for the Development, the applicable Minnesota Housing - Housing Tax Credit Qualified Allocation Plan and Section 42 of the Internal Revenue Code.

7. This Transfer Agreement shall be effective upon receipt by Minnesota Housing of a \$2,500 transfer of ownership fee and the date of its execution by a duly authorized representative of Minnesota Housing.

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be signed by their respective duly authorized representative(s).

NAME: _____

OWNER

BY: _____

ITS: _____

DATE: _____

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

NAME: _____

TRANSFeree

BY: _____

ITS: _____

DATE: _____

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

NAME: Minnesota Housing Finance Agency

BY: _____

ITS:

DATE: _____

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

MINNESOTA HOUSING FINANCE AGENCY
HOUSING TAX CREDIT PROGRAM

TRANSFER AGREEMENT
(During the term of the LURA)

WHEREAS, the Minnesota Housing Finance Agency (Minnesota Housing) issued an allocation of Housing Tax Credits (HTC) on _____, _____, to _____ (Owner) in the amount of \$ _____ for a _____ unit rental housing development located on lands in the City of _____, County of _____, State of Minnesota, more particularly described in Exhibit A (legal description), hereto known as _____ (the Development); and

WHEREAS, the Development is subject to that certain Declaration of Land Use Restrictive Covenants and any amendments thereto (Declaration), a copy of which is attached to this agreement, dated _____, and recorded in County as Doc. No. _____, which covenants run with the land; and

WHEREAS, the 15-year compliance period expired on _____, and the Extended Use Period ends on _____; and

WHEREAS, the Owner desires to sell the real property to _____ (Transferee); and

WHEREAS, the terms and conditions of such sale of real property have been agreed upon by Owner and Transferee in that certain purchase agreement dated _____, _____; and

WHEREAS, the Transferee will own the Development.

NOW, THEREFORE, the parties agree to the following:

1. The Owner agrees that all of the Owner's rights and obligations under the HTC Allocation are transferred to the Transferee.
2. The Owner, for a good and valuable consideration the receipt of which and sufficiency of which is hereby acknowledged, does hereby release and forever discharge Minnesota Housing, its agents, successors, and assigns, for any and all claims, demands, damages, actions, causes of action, of any kind or nature whatsoever on account of any damages which may have been sustained, known or unknown, anticipated or unanticipated, which may have occurred as a result of the transfer of the Development to the Transferee.
3. The Transferee agrees to be bound by all of the terms, obligations and conditions, past and present, of the HTC application and credit allocation.
4. The Transferee has read the Declaration and understands its terms and conditions. The Transferee further agrees to comply with the Declaration for the full term of the Extended Use Period and the 3-year period thereafter. Following the Extended Use Period, low income tenants may not be evicted or have tenancy terminated for other than good cause and rents may not exceed the allowable rent limits for a 3-year period.
5. The Transferee acknowledges it has reviewed Minnesota Housing's [Housing Tax Credit Compliance Manual](#) (Manual), that it will comply with the Manual, and that it has the training and capacity to successfully operate the Development.
6. The Transferee agrees to timely submit the annual owner's certification and occupancy information in Minnesota Housing's [Property Online Reporting Tool](#) (or in such form designated by Minnesota Housing), pay the annual compliance monitoring fees, allow periodic inspections of the property, as well as its books and

records including utility allowance source documentation and tenant files, and to make timely corrections to noncompliance found as a result of Minnesota Housing's reviews.

- 7. The Owner shall provide to Minnesota Housing not later than 10 days after the final closing between Owner and Transferee the following items:
 - A. A fully completed and executed copy of this agreement; and
 - B. A copy of a recorded deed transferring the benefits and burdens of ownership of the Development to the Transferee.
 - C. A copy of the Transferee's Partnership Agreement, Articles of Incorporation and By-Laws, or other organizational documents, as applicable to the type of ownership entity under which Transferee is formed.
 - D. An attorney opinion letter in form and substance acceptable to Minnesota Housing.

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be signed by their respective duly authorized representative(s).

NAME: _____, Owner

BY: _____

ITS:

DATE:

NAME: _____, Transferee

BY: _____

ITS:

DATE:

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

NAME: Minnesota Housing Finance Agency

BY: _____

ITS:

DATE: _____

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

**MINNESOTA HOUSING FINANCE AGENCY
HOUSING TAX CREDIT PROGRAM**

**TRANSFER AGREEMENT (Partner Interest)
(During the term of the LURA)**

WHEREAS, Minnesota Housing Finance Agency (Minnesota Housing) issued an allocation of Housing Tax Credits (HTC) on _____, to _____ (Owner) in the amount of \$ _____ for a _____ unit rental housing development located on lands in the City of _____, County of _____, State of Minnesota, more particularly described in Exhibit A (legal description), hereto known as _____ (the Development); and

WHEREAS, the Development is subject to that certain Declaration of Land Use Restrictive Covenants (Declaration), dated _____, and recorded in _____ County as Doc. No. _____, which covenants run with the land; and

WHEREAS, the 15-year compliance period expired on _____, and the Extended Use Period ends on _____; and

WHEREAS, _____, (the General Partner) desires to sell its partnership interest in the Owner to _____ (Transferee); and

WHEREAS, the terms and conditions of such sale of ownership interest have been agreed upon by General Partner and Transferee in that certain purchase agreement dated _____; and

WHEREAS, the Owner will continue to own the Development.

NOW, THEREFORE, the parties agree to the following:

1. The General Partner agrees that all of the General Partner's rights and obligations under the HTC Allocation are transferred to the Transferee.
2. The General Partner, for a good and valuable consideration the receipt of which and sufficiency of which is hereby acknowledged, does hereby release and forever discharge Minnesota Housing, its agents, successors, and assigns, for any and all claims, demands, damages, actions, causes of action, of any kind or nature whatsoever on account of any damages which may have been sustained, known or unknown, anticipated or unanticipated, which may have occurred as a result of the transfer of its partnership interest to the Transferee.
3. The Transferee agrees to be bound by all of the terms, obligations and conditions, past and present, of the HTC application and credit allocation.
4. The Transferee has read the Declaration and understands its terms and conditions. The Transferee further agrees to comply with the Declaration for the full term of the Extended Use Period and the 3-year period thereafter. Following the Extended Use Period, low income tenants may not be evicted or have tenancy terminated for other than good cause and rents may not exceed the allowable rent limits for a 3-year period.
5. The Transferee acknowledges it has read Minnesota Housing's [Housing Tax Credit Compliance Manual](#) and has the training and capacity to successfully operate the Development.
6. The Transferee agrees to timely submit the annual owner's certification and occupancy information in Minnesota Housing's [Property Online Reporting Tool](#) or in such format designated by Minnesota Housing, pay the annual compliance monitoring fees, allow periodic inspections of the property, as well as its books and records including tenant files, and to make timely corrections to noncompliance found as a result of Minnesota Housing's reviews.

7. The Owner shall provide to Minnesota Housing not later than 10 days after the final closing between General Partner and Transferee the following items:

- A. A fully completed and executed copy of this agreement; and
- B. A copy of the Amended Partnership Agreement, Articles of Incorporation and By-Laws, and/or other organizational documents, as applicable to the type of ownership entity under which Owner is formed transferring the benefits and burdens of General Partner's ownership interest in the Owner to the Transferee; and
- C. An attorney opinion letter in form and substance acceptable to Minnesota Housing.

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be signed by their respective duly authorized representative(s).

NAME: _____, General Partner

BY: _____

ITS:

DATE:

NAME: _____, Transferee

BY: _____

ITS:

DATE:

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____

NAME: Minnesota Housing Finance Agency

BY: _____

Mary Tingerthal

ITS: Commissioner

DATE: _____

Subscribed and sworn to this _____ day
of _____, _____.

(SEAL) Notary Public, State of Minnesota
My commission expires: _____