

Irrevocable Trust Application

SECTION I – Irrevocable Trust Information

INSTRUCTIONS

Irrevocable Trust applicants must answer all questions in this section. An Irrevocable Trust is a Trust where Grantor(s) irrevocably place assets into a Trust for the future benefit of other parties. Once the assets are placed in the Trust, they are no longer the Grantor's assets and cannot be retrieved by the Grantor. Trust tax credits are either used by the Trust itself or by the Trust's beneficiaries.

1. Name of Trust Applicant _____
2. Name and Address of Your Trust Attorney: _____

Street
City
State
Zip
3. Please complete the financial statement below or send a separate financial statement referencing your application.

Abbreviated State of Trust's Financial Condition

Date of Statement _____

Assets		Liabilities	
Cash in Banks & On Hand	\$	Notes Payable to Banks <i>(Unsecured and Secured)</i>	\$
Securities Readily Marketable <i>(U.S. Gov't & listed on Stock Exchange)</i>	\$	Accounts Payable	\$
Securities Not Readily Marketable <i>(Uninsured stocks, bonds and investments)</i>	\$	Real Estate Mortgages Payable	\$
Cash Value of Life Insurance	\$	Federal and State Income Taxes Payable	\$
Real Estate	\$	Charge Accounts Payable	\$
Other Assets	\$	Net Worth <i>(Assets less Liabilities)</i>	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$

4. Who used the tax credits granted to the Trust? () The Trust Only () The Trust's Beneficiaries
5. If the Trust used all of the tax credits directly, please provide the following information:
 - a. Trust's Tax Identification Number: _____
 - b. Copy of IRS Form #56 – NOTICE CONCERNING FIDUCIARY RELATIONSHIP
6. If the Trust's Beneficiaries received all of the tax credits from the trust, please provide the Beneficiaries' names, social security numbers and the total dollar amount of all tax credits granted to each Beneficiary. Make sure to include all tax credits received in previous years and any additional tax credits that the recipient anticipates claiming in the year of sale.

_____	_____	_____
Name	SS Number	Tax Credits
_____	_____	_____
Name	SS Number	Tax Credits
_____	_____	_____
Name	SS Number	Tax Credits
_____	_____	_____
Name	SS Number	Tax Credits

Irrevocable Trust Application (Continued)

7. Each Trust BENEFICIARY that received trust's tax credit as listed under question #6, must complete the **INDIVIDUAL INFORMATION APPLICATION** in Section III. Each BENEFICIARY and their spouse must also sign the **INDEMNITY AGREEMENT** in Section IV.

8. Please provide the names and social security numbers of all of the Trust's "TRUSTEES" or "GRANTORS" (A Grantor is person that has put assets into the Trust).

Name	SS Number	Name	SS Number
Name	SS Number	Name	SS Number

9. Are TRUSTEES or GRANTORS married with past joint tax returns filed under one social security number? Yes () No ()

5. Each TRUSTEE and GRANTOR listed in Question # 5 must complete **INDIVIDUAL INFORMATION APPLICATION** in Section II. Each TRUSTEE or GRANTOR and their spouse must also sign the **INDEMNITY AGREEMENT** in Section IV.

CONTINUE ON TO SECTION II WHICH STARTS AT THE TOP OF PAGE THREE

Irrevocable Trust Application (Continued)

SECTION II – Individual Information Application

INSTRUCTIONS

All “ BENEFICIARIES,” “GRANTORS” and “TRUSTEES” of the Revocable Trust should complete a separate Individual Information Application. This Form may be duplicated. If any of the BENEFICIARIES, GRANTORS or TRUSTEES are married and have always filed tax credits under one joint tax return, only the husband needs to complete the application. Answer ALL questions.

1. Name of Individual _____ Date Of Birth _____ Social Security Number _____
2. Name of Spouse _____ Date Of Birth _____ Social Security Number _____
3. Current Address _____
Street City State Zip
4. Previous Address _____
(If less than 2 years) Street City State Zip
5. Home Phone (____) _____ Work Phone (____) _____ Email _____
6. Individual’s Occupation _____ Years with Current Employer _____
7. Employer’s Name and Address _____
Street City State Zip
8. Name and Address of Bank _____
Street City State Zip
9. Annual Income *(include wages, investment earnings and/or dividends, retirement benefits, social security benefits, etc.)* \$ _____
10. Have you ever filed for bankruptcy? YES () NO ()
11. Please complete the financial statement below or send a separate financial statement referencing your application.

Abbreviated State of Financial Condition

Date of Statement _____

Assets		Liabilities	
Cash in Banks & On Hand	\$	Notes Payable to Banks <i>(Unsecured and Secured)</i>	\$
Securities Readily Marketable <i>(U.S. Gov’t & listed on Stock Exchange)</i>	\$	Accounts Payable	\$
Securities Not Readily Marketable <i>(Uninsured stocks, bonds and investments)</i>	\$	Real Estate Mortgages Payable	\$
Cash Value of Life Insurance	\$	Federal and State Income Taxes Payable	\$
Real Estate	\$	Charge Accounts Payable	\$
Other Assets	\$	Net Worth <i>(Assets less Liabilities)</i>	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$

Irrevocable Trust Application (Continued)

SECTION III- Indemnity Agreement

INSTRUCTIONS

All "TRUSTEES" for the Trust must sign the Indemnity Agreement on behalf of the Trust. All "BENEFICIARIES," "GRANTORS" and "TRUSTEES" and their respective SPOUSES are required to sign the Indemnity Agreement as "Third-Party Indemnitors." Each signature must be witnessed by a third party.

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter called the Indemnitor(s), hereby certify that the foregoing declarations made and answers given, are the truth without reservation, and are made for inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, One Tower Square, Hartford CT 06183 for itself and its affiliates, parent, and subsidiaries, hereafter called the Surety, to become Surety on certain bond(s) or undertaking(s) applied for and any renewal and increase of the same or of any bond(s) or undertaking(s) of a similar nature given in substitution or renewal thereof (all comprehended in the word "bond(s)" or "undertaking(s)" as herein used), and in consideration of the Surety executing said bond(s) or undertaking(s) do undertake and agree as follows:

To pay the Surety all premiums when due, until the Indemnitor(s) shall serve upon the Surety, at its said office, competent written legal evidence, satisfactory to the Surety, of it being duly discharged from such bond(s) or undertaking(s). That the Indemnitor(s) hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, and corporations in order to confirm and verify information referred to or listed on this application. The Indemnitor(s) will at all times indemnify, and keep indemnified, the Surety, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it shall or may, at any time, sustain or incur by reason or in connection with furnishing any bond(s) or undertaking(s) and to deposit with the Surety on demand an amount sufficient to discharge any claim made against the Surety on bond(s) or undertaking(s). This sum may be used by Surety to pay such claim(s) or be held by Surety as collateral security against loss or cost on bond(s) or undertaking(s).

Regardless of the date of signature(s), this indemnity agreement is effective as of the date of execution of aforementioned bond(s) or undertaking(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Signed this **X** _____ day of **X** _____, 20_____.

Trust Indemnity (Trustee(s) sign below):

Name of Trust

Trust Tax Identification Number (if Applicable)

X _____
Witness to Trustee signature

X _____
Trustee Signature – Please Print Name:

X _____
Witness to Trustee signature

X _____
Trustee Signature – Please Print Name:

Third-Party Individual Indemnitor(s) (All Beneficiaries, Grantors and Trustees and their spouses must sign below):

In consideration of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA executing the bond herein above applied for, we jointly and severally join in the foregoing indemnity agreement.

Name of Individual Indemnitor (typed or printed here)

X _____
Witness to Individual signature

X _____
Individual Indemnitor sign here
Individual Investor's Social Security # _____

X _____
Witness to Individual signature

Name of Individual Indemnitor (typed or printed here)

X _____
Individual Indemnitor sign here
Individual Investor's Social Security # _____

Name of Individual Indemnitor (typed or printed here)

Irrevocable Trust Application (Continued)

X _____
Witness to Individual signature

X _____
Witness to Individual signature

X _____
Individual Indemnitor sign here
Individual Investor's Social Security # _____

Name of Individual Indemnitor (typed or printed here)

X _____
Individual Indemnitor sign here
Individual Investor's Social Security # _____

THIS IS AN INDEMNITY AGREEMENT AND OBLIGATES ALL SIGNATORIES. PLEASE READ CAREFULLY.

Irrevocable Trust Application (Continued)

SECTION IV- Property Information

INSTRUCTIONS

Complete this section based upon information for the entire project. If the Trust has a partnership interest in Section 42 property, Section IV and Section V should be completed by partnership's syndicator, general partner or project's property manager on behalf of all Partnership Investors.

- | | |
|--|--|
| <p>1. Location of property:</p> <p><input type="checkbox"/> Rural</p> <p><input type="checkbox"/> Suburban</p> <p><input type="checkbox"/> Urban</p> | <p>2. Description of the property:</p> <p><input type="checkbox"/> single family home</p> <p><input type="checkbox"/> duplex</p> <p><input type="checkbox"/> multiple unit property with less than 5 units</p> <p><input type="checkbox"/> multiple unit property with more than 5 units</p> <p><input type="checkbox"/> multiple building property/projects</p> |
|--|--|

3.

Total No. of Units <i>(market rate and low-income)</i>	Total No. of Units currently occupied/rented	Total No. of Units deemed "Rent Restricted"	Total No. of "Rent Restricted" Units currently occupied

4. Why is property being sold? _____

5. Discounting depreciation expense, is the property currently generating a profit? YES () NO ()

6. Is the property currently in compliance with IRS regulations? YES () NO ()

7. Has the property fallen out of compliance in the past? YES () NO ()

8. If yes, in what way – what codes were violated? _____

9. Was compliance subsequently secured? YES () NO ()

10. Under your ownership, did a professional property management company manage the property? YES () NO ()

11. After property sale, will a professional property management company manage the property? YES () NO ()

12. Name and address of the new property management company _____

Street

City

State

Zip

13. Is there a land use restriction provision on the property? YES () NO ()

14. If yes, briefly outline terms or submit a copy of restrictions _____

15. Date of property sale _____

16. Exact percentage of your ownership interest in entire project _____%

17. Total amount of tax credits you received on this property *(This amount should include all tax credits for previous years, whether or not taken, and any additional tax credits that you anticipate claiming in the year of sale prior to the date of disposition)* \$ _____

18. Explain in detail how tax credits flowed from the original Building Owner to the Applicant. *(Please list the exact names and Federal Identification Number of all entities that are involved in the tax credit passthrough. Sometimes information on these entities can be found in project's investment prospectus, IRS Form 8906 or in Partnership's annual K-1 Tax Statement.)* _____

Irrevocable Trust Application (Continued)

SECTION VI – Trust Attorney's Letter

INSTRUCTIONS

This letter must be (1) retyped onto the Trust Attorney's letterhead, (2) signed by Trust Attorney and (3) returned to us with Trust Application and other required Trust information.

Trust's Attorney Letter

(to be completed by Trust's Attorney on Attorney's firm letterhead)

Sara Range
Bonds-Commercial Risk
TRAVELERS PROPERTY & CASUALTY
PO Box 35
Minneapolis, MN 55440-0035

RE: Indemnity of the _____ Trust

Dear Ms. Range:

I am licensed to practice law in the State of _____ and represent _____ in his/her/their capacity as trustee(s) of the _____ Trust.

The transaction with respect to which you have requested an opinion are the execution by _____ in his/her/their capacity as Trustee(s) of the above named Trust, certain Indemnity Agreements incident to the issuance by **Travelers Casualty and Surety Company of America** of a **Low-Income Housing Credit Disposition Surety Bond**. You have also requested an opinion as to whether the trust assets may be reached by **Travelers Casualty and Surety Company of America** to satisfy liabilities resulting from the execution of these Indemnity Agreements.

This firm has reviewed the Trust Agreement with respect to the Trust and it is of the opinion that:

1. The Trust Agreement with respect to the Trust is in conformance with the laws of the State of _____
2. The terms of the Trust in the applicable state law empower the Trustee to pledge or obligate trust assets for liabilities resulting from the execution of Indemnity Agreements on behalf of the Trust and the execution of an otherwise valid enforceable Indemnity Agreement will bind the Trust and its assets.

Yours very truly,

(signature of attorney)
(print name of attorney)
(print firm name)

Date: _____

Enclosures

Irrevocable Trust Application (Continued)

SECTION VII – Trustee’s Letter

INSTRUCTIONS

This letter must be (1) completed by Trustee(s), (2) signed by Trustee(s) and (3) returned to us with Trust Application and other required Trust information.

Trustee’s Letter to be completed by Trustees

Sara Range
Bonds-Commercial Risk
TRAVELERS PROPERTY & CASUALTY
PO Box 35
Minneapolis, MN 55440-0035

RE: Indemnity of the _____ Trust

Dear Ms. Range:

We hereby verify that we are the Trustees of the above named trust. We have been advised by our counsel, _____, of the law firm of

_____ that we, in our capacity as Trustees of the above named Trust, have the authority to execute certain indemnity agreements incident to the issuance of a **Low-Income Housing Credit Disposition Surety Bond** by **Travelers Casualty and Surety Company of America**.

We have further been advised by our counsel that the execution of an otherwise valid and enforceable indemnity agreement will bind the Trust of its assets.

Yours very truly,

Yours very truly,

Name of Trustee

Name of Trustee

Date

Date

