

Collateral Agreement
Waiver of Net Operating Losses, Capital Losses, and Unused Business Credits

Name and Address of Taxpayer(s) and Corporations/Limited Liability Company

Social Security and Employer Identification Numbers

To: Commissioner of Internal Revenue

The taxpayer(s) identified above have submitted an offer dated 4/1/2019 in the amount of \$ 10,457.00 to compromise unpaid tax liabilities plus interest, penalties, additions to tax, and additional amounts required by law (tax liability), for the taxable periods marked below. (Please mark an "X" in the box for the correct description and fill-in the correct tax period(s), adding additional periods if needed.)

- ☒ **1040/1120 Income Tax**—Year(s) 2007,2012,2013,2014,2015,2016,2017,2018
- ☐ **941 Employer's Quarterly Federal Tax Return** - Quarterly Period(s) _____
- ☐ **940 Employer's Annual Federal Unemployment (FUTA) Tax Return** - Year(s) _____
- ☐ **Trust Fund Recovery Penalty** as a responsible person of (name of employer) _____
for failure to pay withholding and Federal Insurance Contributions Act Taxes (Social Security taxes), for period(s) ending _____
- ☐ **Other Federal Tax(es)** [specify type(s) and period(s)] _____

Note: If you need more space, use another sheet titled "Attachment to Form 2261-C Dated _____." Sign and date the attachment following the listing of the tax periods.

The purpose of this collateral agreement (hereinafter referred to as this agreement) is to provide additional consideration for acceptance of the offer in compromise described above. It is understood and agreed that for the purpose of computing the taxpayers' Federal income tax for all taxable years beginning after December 31, 2018 :

1. That the net operating losses sustained for the years _____ to _____, inclusive, shall not be claimed as net operating loss deductions under the provisions of section 172 of the Internal Revenue Code.
2. That a partial net operating loss sustained for the years _____ to _____, inclusive, shall only be claimed for the amount agreed to in this agreement. The amount agreed to that can be claimed as a net operating loss is _____. As a result of this agreement, any losses that exceed this amount shall not be claimed as net operating loss deductions under the provisions of section 172 of the Internal Revenue Code.
3. That any net capital losses sustained for the years prior to 2019, inclusive, shall not be claimed as carryovers or carrybacks under the provisions of section 1212 of the Internal Revenue Code.
4. That any unused business credits for the years _____ to _____, inclusive, shall not be claimed as business credit carrybacks or carryovers under the provisions of Internal Revenue Code section 39 as applicable.
5. That the aggregate amount paid under the terms of the offer in compromise and taxes paid as the result of the waiver of the losses and credits involved in this agreement shall not exceed an amount equivalent to the liability covered by the offer plus statutory additions that would have become due in the absence of the compromise.