UNITED STATES DEPARTMENT OF JUSTICE -- TAX DIVISION
COLLATERAL AGREEMENT
Waiver of Carryovers

| Name and Address of Taxpayer | Social Security and Employer Identification Numbers |
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To: ASSISTANT ATTORNEY GENERAL -- TAX DIVISION

The taxpayer identified above has submitted a settlement offer dated _____ to compromise the following liabilities, plus statutory interest and additions: [SPECIFY TYPES OF LIABILITIES AND TAX PERIODS, INCLUDING THE NAME OF ANY CORPORATION FOR WHICH ANY 100% PENALTY WAS ASSERTED, AND DELETE THIS INSTRUCTION] _____

The purpose of this collateral agreement (hereinafter referred to as this agreement) is to provide additional consideration for acceptance of the offer referred to above. It is understood and agreed as follows:

1. Any net operating losses or capital losses sustained for years ending before the date on which the settlement offer (including this agreement) is accepted, and any unused credits from any such years, are waived and shall not be claimed as loss carryovers or credit carryovers in computing federal income taxes for the tax year in which the settlement offer (including this agreement) is accepted or any subsequent year and, accordingly, shall not be reported on any such federal income tax return. If this agreement is submitted by the taxpayer in the second half of the current tax year, then this paragraph shall also extend to any net operating loss, capital loss, or unused credit arising in the current tax year.

2. Any overpayment of any federal tax liability (income, excise, employment, or otherwise) made by the taxpayer with respect to any tax period ended before the date on which the settlement offer (including this agreement) is accepted, to the extent claimed as an overpayment within the applicable period of limitations, shall be applied to the tax liabilities sought to be compromised under the settlement (including this agreement).

3. If the taxpayer is a corporation, this agreement applies to all subsidiaries and affiliates of the taxpayer which file a consolidated federal income tax return therewith,

or which filed a consolidated federal income tax return with the taxpayer for any tax year during which any of the liabilities sought to be compromised by the settlement (including this agreement) arose, or any year thereafter, except that this agreement does not purport to bind corporations no longer affiliated with the taxpayer if they are not parties to the settlement that includes this agreement. If the taxpayer is a married couple, this agreement shall apply jointly and severally to any income tax return filed by the married couple jointly or by either spouse separately.

Upon the United States' acceptance of the settlement offer (including this agreement), the taxpayer shall have no right to contest in court or otherwise the amount of the liability sought to be compromised and, in the event that the amount of such liability becomes the subject of any court proceeding, the taxpayer agrees to the immediate entry of judgment, if appropriate, for the full unpaid balance of such liability (unless a judgment for a lesser amount has already been entered pursuant to the settlement). It is understood and agreed that the taxpayer's full performance under the settlement (including this agreement), without impairment of any security interest of the United States prior to such full performance and without any unjustified preferential treatment of any other creditor, is a condition precedent to any forgiveness of the balance of liability sought to be compromised as provided in the settlement, and that default shall not be excused on grounds of any inability of the taxpayer to comply with any term of the settlement (including this agreement) resulting from any cause or circumstance whatsoever, including the taxpayer becoming the subject of a proceeding under the Bankruptcy Code. Therefore, the following is also agreed:

(a) In the event of default in payment of any installment of principal or interest due under the terms of the settlement (including this agreement) or in the event any other provision of this agreement is not carried out in accordance with its terms, or in the event the taxpayer becomes the subject of any proceeding whereby the affairs of the taxpayer are placed under the control of another person or under the control and jurisdiction of a court other than in a case under the Bankruptcy Code, the United States, at its sole option, may--

(1) proceed immediately (by suit if necessary) to collect the entire unpaid balance of the amount due under the settlement (including this agreement); or

(2) proceed immediately (by suit if necessary) to collect the full unpaid balance of the liability sought to be compromised (including the entry of a

States may be deemed not to have notice of the bankruptcy.

5. The taxpayer waives the benefit of any statute of limitations applicable to the assessment and/or collection of the liability sought to be compromised, and agrees to the suspension of the running of the statutory period of limitations on assessment and collection for the period during which the settlement offer (including this agreement) is pending or the period during which any installment or payment under the settlement (including this agreement) remains unpaid or any provision of this agreement is not carried out in accordance with its terms, and for one year thereafter.

6. All federal taxes due and owing with respect to any tax period ending while any other provision of this agreement is still in effect will be timely reported and paid in accordance with the provisions of the Code (and the failure of the taxpayer to do so shall constitute non-compliance entitling the United States to take any of the actions described in paragraph 4 above).

7. The taxpayer understands that the settlement offer (including this agreement) is evaluated on the premise that any financial information provided by the taxpayer or other information bearing on the collectibility of the liability sought to be compromised is fully truthful and accurate. Upon the discovery that any information supplied to the Internal Revenue Service or the Department of Justice in such regard contains a material misstatement of fact or a material omission, the United States may take any of the actions described in paragraph 4 above.

8. In the event that any paragraph of this agreement or any provision within any paragraph of this agreement is declared invalid or unenforceable, the other provisions of such paragraph and the other paragraphs of this agreement and the terms of the underlying settlement shall remain in full force and effect.

This agreement shall be of no force or effect unless the underlying settlement offer is accepted.

| Signature of Taxpayer (and, if Corporation, Officer's Title) | Date |
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| (Second signature if taxpayer is a married couple) | Date |