

## Offer in Compromise

		Date
Name of Corporation		California Corporation Number
Address		Telephone Number
Corporate Officer/Director/Shareholder Name and Address		Federal Employer ID Number (FEIN)
Telephone Number	Title	
Corporation or Individual Assumer's Name and Address		
Telephone Number	California or Federal Identification Number	
Corporation's Representative Address		
Telephone Number	(Attach Power of Attorney)	

The undersigned submits this Offer in Compromise for payment of the California state tax liability shown below:

1. AMOUNT OWED

Tax Year(s) \_\_\_\_\_ Amount Due \_\_\_\_\_  
(Include tax, interest, and penalties.)

2. OFFER

The sum of \$ \_\_\_\_\_ is offered in compromise.

If this Offer in Compromise is denied, the Franchise Tax Board is to:

\_\_\_\_\_ Retain any amounts deposited and credit it to the undersigned's liabilities.

\_\_\_\_\_ Return the amount deposited.

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### 3. SOURCE OF FUNDS

- a. Is all or part of the amount being offered a loan? ☐ Yes ☐ No

If yes, please provide the following information and attach a copy of the loan agreement.

Amount borrowed \$ \_\_\_\_\_

Name of lender \_\_\_\_\_

Lender's address \_\_\_\_\_

Lender's telephone number \_\_\_\_\_

- b. Is all or part of the amount being offered a gift? ☐ Yes ☐ No

If yes, please provide the following information:

Amount of gift \$ \_\_\_\_\_

Name of donor \_\_\_\_\_

Donor's relationship to the corporation \_\_\_\_\_

- c. Describe sources of offered funds other than those listed in a or b.

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### 4. OWNERSHIP

List any individual or corporate owners with 25% or more interest in this corporation.

Name of Owner(s)	% Owned	Federal or State Corporation Identification No. (if applicable)
_____		
_____		
_____		
_____		

(Attach a separate sheet scheduling any parent or subsidiary corporation relationship.)

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5. BASIS FOR THE OFFER

The following facts and reasons are submitted as grounds for acceptance of this offer:

(If more space is needed, please attach additional pages.)

6. It is understood that this offer will be considered and acted upon in due course and that it does not relieve the corporation from the liability sought to be compromised unless and until the offer is accepted by the Franchise Tax Board and there has been full compliance with the terms of the agreement including any collateral agreement.
7. It is agreed that, except for any amounts deposited in connection with this offer, the Franchise Tax Board will keep all payments and other credits made to the account for the periods covered by this offer, and that the Franchise Tax Board will keep any and all amounts to which the corporation may be entitled under the Revenue and Taxation Code, due through overpayments of any tax, penalty or interest, for any periods ending before the end of the calendar year in which this offer is accepted.
8. It is further agreed that upon notice to the corporation of the acceptance of the offer, the corporation shall have no right to contest in court or otherwise the amount of the liability sought to be compromised. No liability will be compromised until all obligations of the corporation under the compromise agreement or collateral agreement are completely performed. In the event of a default by the corporation on the collateral agreement, it is agreed that the Franchise Tax Board may disregard the amount of the offer and retain all amounts previously deposited under the offer and proceed to collect the balance of the original liability.

Under penalties of perjury, I declare that I have examined the information given in this statement and all other documents included with this offer and to the best of my knowledge and belief, it is (or they are) true, correct and complete.

Date of the Statement	Signature	Title