

CORPORATION TAX ORGANIZER (1120, 1120S)
(EXPANDED VERSION)

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE # _____

FAX # _____

E-MAIL ADDRESS _____

TAX YEAR ENDING _____

FEDERAL ID # _____

STATE ID # _____

Enclosed is an organizer that I (we) provide to our tax clients to assist in gathering the information necessary to prepare the current year tax returns.

The Internal Revenue Service matches information returns with amounts reported on income tax returns. A negligence penalty may be assessed where income is unreported. Accordingly, all Forms 1099, Schedules K-1 and other information returns reflecting amounts reported to the Internal Revenue Service should be submitted with this organizer.

For your convenience, there is an engagement letter enclosed which explains the services that I (we) will provide to the corporation. Please sign a copy of the engagement letter and return it in the enclosed envelope. Keep the other copy for your records.

Your corporate income tax returns are due on _____. In order to meet this filing deadline, your completed tax organizer needs to be received no later than _____. Any information received after this date may require an extension of time be filed for this return.

If an extension of time is required, any tax that may be due must be paid with the extension. Any taxes not paid by the filing deadline may be subject to late payment penalties and interest when those taxes are actually paid.

I (we) look forward to providing services to you. Should you have any questions regarding any items, please do not hesitate to contact me (us).

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(EXPANDED VERSION)

Provide a general ledger, trial balance, depreciation schedules, balance sheet, and profit and loss statement by activity. In addition, provide the following information:

YES NO N/A

100) GENERAL INFORMATION

101) If this is the first year we will prepare your tax return(s), provide the following from your file or your prior accountant:

- | | | | |
|--|-------|-------|-------|
| .1) Tax returns for the prior three years | _____ | _____ | _____ |
| .2) Depreciation schedules | _____ | _____ | _____ |
| .3) List of all investments | _____ | _____ | _____ |
| .4) All tax carryforward schedules, such as net operating losses, tax credits, contributions, etc. | _____ | _____ | _____ |
| .5) Shareholder buy/sell agreement | _____ | _____ | _____ |
| .6) Copies of rulings issued by the IRS or other tax authorities | _____ | _____ | _____ |
| .7) Copies of notices or changes to prior returns by the IRS or any other tax authorities | _____ | _____ | _____ |
| .8) Copies of corporate documents, such as articles of incorporation and bylaws | _____ | _____ | _____ |

S CORPORATION ONLY

- | | | | |
|--|-------|-------|-------|
| .9) A copy of the S Corporation approval. | _____ | _____ | _____ |
| .10) A list of all shareholders and provide the following information: | _____ | _____ | _____ |
| (a) Name | | | |
| (b) Address | | | |
| (c) Tax ID# | | | |
| (d) Type of entity | | | |
| (e) Number of shares or percentage of ownership | | | |
| .11) If the corporation was a C Corporation prior to making the S election, provide a copy of the schedule of net built-in gains. | _____ | _____ | _____ |
| .12) Has the corporation elected a fiscal year end? If yes, provide a copy of Form 8716. | _____ | _____ | _____ |
| .13) Does the corporation engage in more than one trade or business activity? If yes, provide details of each activity. | _____ | _____ | _____ |
| .14) Does the corporation engage in any rental activity? If yes, details thereof. | _____ | _____ | _____ |
| 102) Has the address on the prior year return changed? If so, furnish new address. | _____ | _____ | _____ |
| 103) Has the corporation been notified of any changes to previous returns by any taxing authority? If yes, provide copies of all correspondence. | _____ | _____ | _____ |

YES NO N/A

- 104) Has the corporation received any notices or correspondence from the IRS or any other tax agency? If yes, provide copies. ___ ___ ___
- 105) If ownership changed during the year, has there been a change in ownership percentages? If yes, provide a schedule of all changes, including dates and number of shares or percentage of ownership. ___ ___ ___
- 106) Have there been any changes to the shareholders' buy/sell agreement(s)? If yes, provide a copy(ies). ___ ___ ___
- 107) Has the corporation updated its minute book for the year? If yes, provide copies. ___ ___ ___
- 108) Provide the names and telephone numbers of the corporation's advisors:

	Name and Address	Telephone #	Fax #	E-Mail
Attorney				
Banker				
Insurance				
Investment Broker				

- 109) Describe the principal business activity of the corporation:

- .1) Did the corporation purchase or sell a business or business segment during this year? If yes, provide a copy of contract or agreement. ___ ___ ___
- .2) Did the corporation engage in any new activities during the year? If yes, describe new business on an attached sheet. ___ ___ ___
- .3) Did the corporation discontinue operations this year? If yes, provide details. ___ ___ ___
- 110) Does the corporation have any of the following employee benefit plans? If yes, provide copies of plan documents. ___ ___ ___
- .1) Qualified retirement plan(s)? ___ ___ ___
 If yes, are we to prepare Form(s) 5500? ___ ___ ___
 Are we to compute the contribution(s)? ___ ___ ___
- .2) SEP or SIMPLE Plan? ___ ___ ___
 If yes, are we to compute the contribution(s)? ___ ___ ___
- .3) Cafeteria plan? ___ ___ ___
 If yes, are we to prepare Form 5500? ___ ___ ___
- .4) Non-qualified deferred compensation plan(s) or agreement(s)? ___ ___ ___
 If yes, has the "one time only" filing with the Department of Labor been done? ___ ___ ___

YES NO N/A

- .5) Other benefit plans not described above? _____
- 111) Did the corporation include taxable fringe/welfare benefits such as health insurance, group-term life insurance, educational assistance, non-accountable expense allowances and personal use of corporate vehicles in compensation on employees' Forms W-2 and, if applicable, subject such amounts to payroll taxes? _____
- 112) At year end, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? If yes, provide a copy of that corporation's current tax return. _____
- Ownership percentage: _____
- 113) At year-end did any corporation, individual, partnership, trust or estate own, directly or indirectly, 50% or more of the corporation's voting stock? If yes, provide the following information for all owners: _____
- .1) Name: _____
Address: _____
ID#: _____
Ownership percentage: _____
- .2) Was such owner a person other than a U.S. citizen? _____
- 114) Do the shareholders owning 80% or more of this corporation own 80% or more of any other corporation(s)? If yes, provide a copy of the other corporate tax returns. _____
- 115) Is this corporation a shareholder of any foreign corporation? If yes, identify each corporation. _____
- 116) Is this corporation a partner in any foreign partnership? If yes, identify each partnership. _____
- 117) Did this corporation own a disregarded entity at any time during the year? If yes, provide details. _____
- 118) Did the corporation at any time during the year have an interest in a foreign bank account? If yes, provide details. _____
- 119) Was the corporation the grantor or transferor to a foreign trust during the year? If yes, provide details. _____
- 120) During this taxable year, did the corporation pay dividends? If yes, attach a schedule reflecting date declared, date paid, amount and form of payment (cash, other). _____

YES NO N/A

121) Did one foreign person, at any time during the tax year, own directly or indirectly, 25% or more of the total voting power or value of all classes of stock of the corporation? If yes:

___ ___ ___

- .1) Enter the percentage owned _____
- .2) Enter the owner's country _____

122) List income tax deposits below in order of date paid:

	Prior Year Overpayment Applied	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Extension
FEDERAL						
Date Paid						
Amount	\$					
STATE						
Date Paid						
Amount	\$					

123) Provide a list of all entries in the general ledger relating to income taxes, including liability and expense accounts.

___ ___ ___

124) Circle method of accounting for tax purposes:

Cash Accrual Other (Describe) _____

125) Did the corporation establish any new general ledger accounts during the year? If yes, provide a list with a brief explanation of each new account.

___ ___ ___

126) Did the corporation post any entries to the retained earnings account during the year? If yes, provide a list of all entries.

___ ___ ___

127) Provide copies of all federal and state payroll tax reports.

___ ___ ___

128) Provide copies of Forms 1099/1096, 5500, 1042, 5471, 5472, 8865, 8858, and 8886 that have been filed.

___ ___ ___

129) Provide copies of Forms 1099, 5471, 5472, 8865, 8858, 8886, and Schedules K-1 that have been received.

___ ___ ___

130) Schedules of interest and dividend income, not included on Forms 1099.

___ ___ ___

YES NO N/A

131) Did the corporation have loans to/from shareholder(s) and other related parties during the tax year? If yes, provide a schedule indicating the amount of the loan, date of transaction, interest rate and payments. Also, provide a copy of the note if not previously provided.

___ ___ ___

132) Did the corporation refinance or restructure any outstanding debt this year? If yes, provide documentation.

___ ___ ___

133) Does the corporation do business in more than one state? If yes, list the states that the corporation did business in during this year:

___ ___ ___

.1) Provide copies of supporting schedules reflecting property, rents, payroll, and sales by state.

___ ___ ___

.2) Provide a schedule showing any amounts for which there are known timing or treatment differences between federal and state reporting.

___ ___ ___

134) Can the Internal Revenue Service discuss questions about this return with the preparer?

___ ___ ___

135) How many additional paper copies of the return do you need? _____

136) Do you want an electronic copy of return?

___ ___ ___

200) INCOME

201) Did the corporation receive interest and dividend income from the following sources? If yes, provide details.

___ ___ ___

- U.S. agencies
- U.S. government
- Tax-exempt by state
- Tax-exempt private activity

202) Did the corporation sell any stocks, bonds, or securities during the year? If yes, furnish Form(s) 1099B and complete the following:

___ ___ ___

Description of Securities Sold	Date Acquired	Cost or Basis Plus Selling Expenses	(Trade Date) Date Sold	Total Sales Price

YES NO N/A

203) Did the corporation own securities that became worthless or loans that became uncollectible during the year? If yes, provide details.

____ _

204) Did the corporation sell or dispose of any assets used in its business? If yes, provide a schedule listing:

____ _

- Description of asset sold (Form HUD-1 for real estate)
- Date sold
- Sales price
- Selling expenses
- Date acquired
- Original cost or basis
- Depreciation claimed in prior years

205) Provide detail of all items greater than \$ _____ in the miscellaneous income account.

____ _

Description	Amount

206) If dividends were received from mutual funds, provide the annual statements.

207) Did the corporation make any sales qualifying for the installment method of reporting? If yes, attach a copy of the agreement, a schedule of the payments received, and the beginning of year contract balance. Provide amortization schedule if available.

____ _

208) Were there any sales or exchanges during the year between the corporation and a shareholder or other related party? If yes, provide a detailed schedule.

____ _

219) Did the corporation engage in any bartering activity during the year? If yes, provide a schedule of all such activities.

____ _

210) Did the corporation have any foreign sales? If yes, provide sales by country and amount.

____ _

YES NO N/A

300) DEDUCTIONS

301) Provide information for corporate officers and directors:

Name	Title	Social Security Number	% Time Devoted to Business	% Stock Owned		Compensation
				Common	Preferred	

302) Fiscal year Personal Service Corporation (PSC):

___ ___ ___

.1) Is the PSC on a fiscal year? If yes, provide the following information:

Name of Officer/Shareholder	Compensation from Beg. of Fiscal Year to End of Calendar Year	Compensation from Beg. of Subsequent Calendar Year to End of Fiscal Year	Total Compensation

.2) If the PSC has elected a fiscal year-end, provide a copy of an approved election (Form 8716) if not previously provided.

___ ___ ___

303) Do the Uniform Capitalization Rules under section 263A related to items such as inventory and construction apply? If yes, provide copies of all schedules supporting the calculation of the amount of general and administrative expenses required to be capitalized in ending inventory or associated with self-constructed assets.

___ ___ ___

304) Provide details for calculating the domestic production activities deduction.

___ ___ ___

YES NO N/A

305) List charitable contributions made or accrued during the year by organization, date and amount:

NOTE: You need to have written acknowledgment from any charity to which individual donations of \$250 or more were made during the year. You must have receipts or bank records for all cash contributions.

.1) Did the corporation have an accrued charitable contribution at year-end? If yes, provide a copy of minutes authorizing contribution. _____

.2) Did the corporation make a charitable contribution of inventory or property? If yes, provide details. Provide appraisal if the value exceeds \$5,000. _____

.3) Did the corporation make political contributions during this tax year? If yes, enter amount \$ _____. _____

306) Did you incur any expenses to influence legislation and "lobbying?" If yes, provide a schedule of "lobbying expenses" and indicate which accounts these expenses were posted to. _____

307) Was any computer equipment donated to educational institutions? If yes, provide details. _____

308) Does the corporation pay life insurance premiums (other than group-term life) for officers of the corporation? If yes, provide the following for each policy: _____

- Face amount
- Premium paid
- Insured
- Cash surrender value at year end
- Policy owner
- Loan balance at year end
- Beneficiary
- Interest paid on policy loan
- Type of policy
- Loans to pay premiums

To which general ledger accounts have the payments been posted? _____

309) Did the corporation purchase life insurance on any employee after 08/17/06? If yes, have employees been notified and annual informational reports filed? _____

310) Did the corporation pay penalties/fines during the tax year? If yes, list amount(s) and indicate the reason for the penalty/fine. _____

Description	Amount

YES NO N/A

- 311) Did the corporation acquire any assets during the tax year? If yes, provide a schedule of assets purchased including the date placed in service and a copy of the purchase invoice. Include any trade-in information. Form HUD-1 for real estate. _____
- 312) Does the corporation wish to use accelerated depreciation methods? _____
Does the corporation wish to use first year Section 179 depreciation? _____
- 313) Does the corporation own or lease any passenger vehicles? If yes, provide the following information for each vehicle (note certain exceptions may apply for companies with more than five vehicles): _____
- Vehicle description
 - Other personal miles
 - Date placed in service
 - Total miles
 - Business miles
 - Average daily round trip commuting distance
 - Commuting miles
- .1) Does the corporation have evidence to support the claimed business use? _____
If yes, is the evidence written? _____
- .2) Were the vehicles available for personal use during off-duty hours? _____
- .3) Were the vehicles used primarily by a more than 5% owner or related person? _____
- .4) Is another vehicle available for personal use? _____
- .5) Provide a copy of the lease for any leased vehicles. If not available, provide the following: _____
- Date of lease
 - Fair market value at inception
 - Term of the lease
 - Lease payments
- 314) Regarding corporate policy for vehicles:
- .1) Does the corporation maintain a written policy that prohibits all personal use of vehicles, including commuting, by employees? _____
- .2) Does the corporation maintain a written policy that prohibits personal use of vehicles, excluding commuting, by employees? _____
- .3) Does the corporation treat all use of vehicles by employees as personal use? _____
- .4) Does the corporation provide more than five vehicles to employees and retain the information received from employees concerning the use of the vehicles? _____
- .5) Does the corporation require or maintain copies of vehicle logs? _____

YES NO N/A

315) Are computers or cellular phones or other listed property used by employees for personal purposes? If "yes, complete the following: _____

Description	Date Placed in Service	Business Use %	Cost or Basis

.1) Does the corporation have evidence to support the business use claimed? _____

.2) If yes, is evidence written? _____

316) Did the corporation have any meal and/or entertainment expenses? If yes, provide details. To which account(s) were these items posted? _____

317) Did the corporation pay any club dues? If yes, provide details. To which account were these items posted? _____

318) List all items in the miscellaneous expense account greater than \$_____.

319) Will all compensation-related accruals (including vacation pay) be paid within 2½ months of year-end? If no, provide details of unpaid amounts. _____

320) Are there any unpaid expenses to shareholder(s) at year-end? If "yes, provide detail. _____

321) Provide copies of certification for employees of target groups and associated wages paid qualifying for Work Opportunities Credit. _____

400) S CORPORATIONS ONLY

Have fringe benefits paid on behalf of more than 2% shareholders (including but not limited to medical, life insurance, disability, housing, etc.) been included in shareholder's compensation, and included in payroll taxes? Indicate to which accounts these amounts have been posted. _____

2009 CORPORATE TAX RETURN ENGAGEMENT LETTER

Dear Client,

We are pleased to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide regarding the preparation of your income tax return(s).

We will prepare your 2009 corporate federal income tax return, state corporate tax return and local tangible property tax return where applicable. This engagement pertains only to the 2009 tax year, and our responsibilities do not include preparation of any other tax return years that may be due to any taxing authority. We are responsible for preparing only the returns referenced above. If you have taxable activity in a state or local municipality other than that referenced, you are responsible for providing our firm with all the information necessary to prepare any additional applicable state and local income tax returns as well as informing us of the applicable states and local municipalities. If you have income tax filing requirements in a given state or local municipality but do not file that return, there could be possible adverse ramifications such as an unlimited statute of limitations, penalties, etc.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalty thereon, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or the circumstances of these interest and penalties, please contact us. Your returns may be selected for review by the taxing authorities or you may receive a notice requesting a response to certain issues on your tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will be available upon request to represent you or respond to such inquiry. At that time, we will provide you a subsequent engagement letter to clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services and expenses incurred.

We will prepare the returns from information, which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. If applicable, we have included a checklist from the prior year to aid you in the collection of data.

The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive this information from you, as noted above, by February 23, 2010, it may be necessary for us to pursue extensions of the due date of your returns. Various penalties and interest are imposed when taxpayers fail to pay the full amount of taxes owed by the filing due date. Furthermore, additional penalties and interest are imposed when taxpayers fail to remit the proper amount of subsequent year tax estimates. Based on information you have provided to us, we can assist you in determining the correct amount of taxes owed for the current year and subsequent year tax estimates. You acknowledge that any such penalties and interest that arise due to the underestimation of current year taxes owed or subsequent year tax estimates remitted are your responsibility, and that we have no responsibility in that regard. If you would like information on the amounts or the circumstances of these penalties and interest, please contact us.

We will not audit or otherwise verify the data you submit. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on your tax return for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, we will outline in a written communication each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf the alternative, which you select after having considered the information provided by us. Pursuant to new standards prescribed in IRS Circular 230 and IRC 6694, we are forbidden from signing a tax return unless we have a reasonable belief that a tax position taken on the return will have

a more likely than not probability of being sustained on its merits unless we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform. In addition, you agree to reimburse us for any out of pocket costs incurred in connection with the performance of our services.

Our fees and costs will be billed and are due when the return is complete unless other prior arrangements are made. Invoices unpaid past the due date may be deemed delinquent, and are subject to an interest charge of 1% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for the costs of collection including attorneys' fees.

You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us, as set forth above, for the time we expend in connection with such response at our normal consulting rate of \$80/hour, and to reimburse us for all of our out of pocket costs incurred in that regard.

In the event that we become obligated to pay any judgment or similar award, you agree to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that you provided to us during the course of this engagement. You agree to indemnify us, defend us, and hold us harmless against such obligations, agreements, and/or costs.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement. A law firm specializing in the mediation process, not associated with either party, and selected by us, according to its mediation rules, shall administer any mediation initiated as a result of this engagement. Any ensuing litigation shall be conducted within the County of Hillsborough, Florida, according to Florida law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The participating parties shall share the costs of any mediation proceeding equally.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree to authorize us to prepare your personal income tax returns pursuant to the terms set forth above, please execute this letter on the line(s) below designated for your signature(s), and return the this executed letter to this office along with your official tax documents so that preparation of your return can begin. You should keep a copy of this fully executed letter for your records.

Thank you for your attention in this matter, and please contact us with any questions that you may have.

Sincerely,

Toby McDaniel

ACCEPTED AND AGREED:

Corporate Officer Signature

Date

Corporate Officer Printed Name
