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TALLAHASSEE, FLORIDA

B. KOHR

SEP - 3 2009

EXAMINER

**TO: Registration Section  
Division of Corporations**

**Subject: Tax Answers For You, LLC**

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Julie Coleman Korsog  
Tax Answers For You , LLC  
9945 Deer Creek Club Rd. E.  
Jacksonville, FL 32256

For further information concerning this matter, please call:

Julie Coleman Korsog at 904-363-3784

Enclosed is a check for \$125.00

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION  
OF  
Tax Answers For You, LLC**

FILED  
09 SEP -2 AM 9:15  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

These Articles of Organization are submitted for the purpose of forming a limited liability company pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, as the same may from time to time be amended (the "Act").

**ARTICLE I – NAME**

The name of this limited liability company (the "Company") is Tax Answers For You, LLC.

**ARTICLE II – ADDRESS**

The address of the principal office and mailing address of this Company is 9945 Deer Creek Club Road E., Jacksonville, Florida 32256.

**ARTICLE III – INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of this Company is 9945 Deer Creek Club Road E., Jacksonville, Florida 32256; and the name of its initial registered agent at such address is Julie Coleman Korsog.

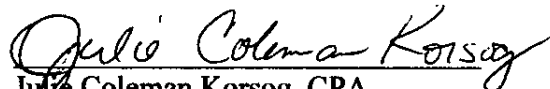
**ARTICLE IV – MANAGEMENT OF THE COMPANY**

The Company is to be managed by one or more managers and is, therefore, a manager-managed company.

**ARTICLE V – LIMITED LIABILITY**

Except as otherwise expressly provided by the Act, no member, manager, officer, agent or employee of the Company shall be personally liable for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, officer, agent or employee of the Company.

IN WITNESS WHEREOF, the undersigned, being an authorized representative of a Member of the Company, has executed these Articles of Organization this 31 day of August, 2009. In accordance with Section 608.403(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

  
Julie Coleman Korsog, CPA  
Authorized Representative

**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 608.415, Florida Statutes, the below named limited liability company, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the limited liability company is:

**Tax Answers For You, LLC**

2. The name and address of the registered agent and office are:

**Julie Coleman Korsog  
9945 Deer Creek Club Road, E.  
Jacksonville, Florida 32256**

HAVING BEEN NAMED AS A REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Dated: Aug 31, 2009

Signature of Registered Agent

  
Julie Coleman Korsog

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
Tax Answers For You, LLC**

This Limited Liability Company Operating Agreement of Tax Answers For You, LLC ("this Agreement") is entered into and shall be effective as of the 31 day of August, 2009 ("the Effective Date"), by and between Julie Coleman Korsog, C.P.A. and Denise Gardner Brown, C.P.A. (each a "Member," and collectively, the "Members") pursuant to and in accordance with the Florida Limited Liability Company Act, Ch 608.401 et seq. (the "Act"), on the following terms and conditions:

**SECTION 1  
THE COMPANY**

1.1 Formation. The Members formed Tax Answers For You, LLC (the "Company") as a limited liability company under and pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. The rights and liabilities of the Members shall be as provided under the Act, the Articles of Organization and this Agreement.

1.2 Name; Purpose; Power; Term; Principal Place of Business. The name of the Company shall be Tax Answers For You, LLC, and all business of the Company shall be conducted in such name. The purpose of the Company is to engage in any activity for which a limited liability company may be organized in the State of Florida. The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purpose of the Company. The term of the Company commenced upon the acceptance of the Articles of Organization by the Department of the Secretary of State of the State of Florida, and its duration shall be perpetual, unless its existence is sooner terminated pursuant to Section 7.

1.3 Title to Property; Payments of Individual Obligations. All property owned by the Company shall be owned by the Company as an entity; no Member shall have any ownership interest in such property in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its property in the name of the Company and not in the name of any Member. The credit and assets of the Company shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

**SECTION 2  
UNITS AND CAPITAL CONTRIBUTIONS**

2.1 Units. Ownership of the Company shall be expressed in Units of the Company. All Units shall be identical and equal in all respects under the terms of this Agreement.

2.2 Capital Contributions. The name, address, Initial Capital Contributions, number of Units, and initial Percentage Interest of each of the Members is as set forth on Exhibit A. "Percentage Interest" means, with respect to any Unit holder as of any date, the ratio (expressed as a percentage) of the number of Units held by such Unit holder on such date to the aggregate Units held by all Unit holders on such date.

2.3 Additional Capital Contributions. In the event that the Manager determines at any time (or from time to time) that additional funds are required by the Company for or in respect of its business or to pay any of its obligations, expenses, costs, liabilities or expenditures, (including, without limitation, any operating deficits), the Manager may require the Members to make additional Capital Contributions in proportion to their ownership of Units. Such additional Capital Contributions shall be payable by the Members in proportion to their ownership of Units within twenty (20) days of a written request from the Manager.

(a) If a Member fails to make any requested additional Capital Contribution (hereinafter sometimes referred to as a "non-contribution Member") the other Member(s) shall have the right to make the additional Capital Contribution to the Company which the non contributing Member failed to make and to treat such additional Capital Contribution as a loan by the contributing Member to the non-contributing Member (a Member to Member Loan). The terms and conditions of such Member to Member Loan shall be as follows:

(i) Simple interest shall accrue at a per annum rate equal to the short-term Applicable Federal Rate;

(ii) Interest shall be paid monthly in arrears on the first day of each month on the unpaid balance of such Member to Member Loan;

(iii) The non-contributing Member shall pay all costs and expenses, including reasonable attorney's fees, incurred by the contributing Member in collecting the principal of, and interest on, such Member to Member Loan; and

(iv) The principal of, the interest on and any costs or expenses associated with such Member to Member Loan shall be due and payable within one hundred eighty (180) days after the making of such Member to Member Loan unless the maturity date of such Member to Member Loan is extended by the contribution Member, in its sole discretion;

(v) Until such time that the non-contributing Member repays the principal of, the interest on and any costs and expenses associated with such Member to Member Loan, such non-contributing Member shall not have any right to vote any of the Units held by such non-contributing Member and such Member's Units shall be deemed not to be outstanding or issued for all purposes, including, without limitation, the purpose of satisfying unanimous or majority voting requirements of the Members. Until the principal of, the interest on and any costs and expenses associated with such Member to Member Loan made on behalf of such non-contributing Member, have been paid in full, any distributions, which otherwise would have been made to such non-contributing Member, shall instead be made directly to the contributing Member(s) making the Member to Member Loan.

(b) Each non-contributing Member hereby grants to the contributing Member a security interest (within the meaning of the Uniform Commercial Code in effect in Florida) in the non-contributing Member's Units as security for the non-contributing Member's obligations to make additional Capital Contributions to the Company and for the payment of principal and interest on, and other amounts payable in connection with, the Member to Member Loans from a contributing Member to a non-contributing Member (collectively, the "Secured Obligations"). If a non-contributing Member defaults in paying the Secured Obligations, the contributing Member who makes a Member-to-Member Loan to a non-contributing Member pursuant to this Section 2.3 shall have the right to exercise all of the rights and remedies of secured parties under the Uniform Commercial Code in effect in Florida, with respect to the non-contributing Member's Units. Within five (5) days after a request by a contributing Member other financing statements and continuation statements as each contributing Member may reasonably request for perfecting its security interest. This Agreement is intended to constitute a security agreement within the meaning of the Uniform Commercial Code. Upon conclusion of the sale of the non-contributing Member's Units pursuant to Article 9 of the Uniform Commercial Code, the purchaser at the sale shall be a transferee of the Units and shall be treated as a transferee with respect to the Units so acquired but shall not be admitted as or become a Member with respect to such Units so acquired until the requirements of Section 6.2 are satisfied in full.

### SECTION 3 ALLOCATIONS, DISTRIBUTIONS AND TAX MATTERS

3.1 Service Revenue. Service Revenue is gross revenues less transaction fees, direct administrative fees, and Unit Member directed operating expenses such as, but not limited to upgraded software, hardware, and/or communication systems.

3.2 Profits and Losses. Profits and Losses for any Fiscal Year shall be allocated to the Unit holders:

First: Operating Revenue will be shared based on the Job Allocation report. Whereby the Job Allocation report will be generated through out the year and will reflect the Service Revenue for each job and will be allocated to the Unit Members based on the services provided by each Unit Member, employee, and independent contractor. Whereby preparatory services will be allocated 67% of the Service Revenue and review services will be allocated 33% of the Service Revenue. Fixed and/or overhead operating costs not covered above will be allocated based on percentage of Units owned.

Second: All other profits and losses will be based on the percentage of Initial Capital Contributions.

For purposes of this Agreement, "Profits" and "Losses" mean the net profits or net losses of the Company (including, without limitation, each item of Company income, gain, loss, deduction or credit) reflected by the Company books of account which shall be determined for each fiscal year of the Company in accordance with section 703(a) of the Internal Revenue Code of 1986, as amended (the "Code") with the following adjustments: (a) any income of the Company which is exempt from federal income tax shall be added to such taxable income or loss; (b) any expenditures of the Company described in Code Section 705(a)(2)(B) shall be subtracted from such taxable income or loss; (c) gain or loss from the disposition of property contributed to the Company or held by it at the time of this Agreement for purposes of determining capital accounts but not for determining taxable income or loss, shall be computed by reference to the agreed upon fair market value of the property as determined for purposes of crediting capital accounts of the Members, notwithstanding that the adjusted tax basis of such property may differ from such agreed on fair market value; (d) for purposes of determining capital accounts but not for determining taxable income or loss, depreciation or similar adjustments, if any, with respect to such property shall be determined by reference to such fair market value rather than by reference to adjusted tax basis; and (e) any other adjustments as shall be required in connection with the maintenance of capital accounts under Treasury Regulation Section 1.704-1(b).

3.3 Substantial Economic Effect. The Members hereby acknowledge and agree that the foregoing allocation of Profits and Losses is intended to comply with the substantial economic effect requirements of Treasury Regulation Section 1.704-1(b) and hereby further agree that in the event an allocation of Profits or Losses hereunder would violate the limitations of these regulations then the Manager is hereby authorized to make such minimum reallocations as is necessary to comply with these regulatory requirements and, if necessary, the subsequent allocations of Profits and Losses pursuant to Section 3.2 shall be adjusted to the end that upon liquidation of the Company and distribution of the proceeds in liquidation to the Members, each Member's capital account balance is zero (-0-).

3.4 Distributions. Except as otherwise provided herein, Net Cash Flow, if any, shall be distributed, in such amounts and at such times, as determined by the Manager in his sole discretion, to the Unit holders in proportion to their profit and loss sharing percentages to the extent the member has a positive capital account before Initial Capital Contributions and then based on percentage of Units owned. For purposes of this Agreement, "Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expense, debt payments, capital improvements, replacements, and contingencies, all as determined by the Manager. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition and Capital Contributions other than Initial Capital Contributions.

3.5 Tax Matters. It is the intention of the Company to be treated as a "partnership" for federal and all relevant state tax purposes, and shall make all available



elections to be so treated. The Manager shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes. The Treasurer appointed pursuant to Section 4.4 hereof is specifically authorized to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law.

## SECTION 4 MANAGEMENT

4.1 Management by Member. The management of the Company shall at all times be Member Managed. Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the Company shall be exclusively vested in the Member Manager and the Member Manager may exercise all powers of the company and do all such lawful acts as are not by statute, the Articles of Organization or this Agreement directed or required to be exercised or done by the Members and in so doing shall have the right and authority to take all actions which the Member Manager deems necessary, useful or appropriate for the management and conduct of the business of the Company.

4.2 Liability and Indemnification. The Member Manager and officers shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company. The Company, its receiver or its trustee, shall indemnify, save harmless and pay all judgments and claims against the Member Manager and officers and their respected officers, directors, partners, employees, agents, affiliates, successors and assigns, for any liability, loss or damage incurred by them or by the Company by reason of any act performed or omitted to be performed in connection with the activities of the Company in dealing with third parties on behalf of the Company, including reasonable costs and attorneys' fees (which attorneys' fees may be paid as incurred) and any amounts expended in the settlement of any claims of liability, loss or damage provided that the act or omission of such Member Manager or officer does not constitute fraud, bad faith, willful misfeasance, gross negligence, breach of fiduciary duty or breach of a material provision of this Agreement by such Member Manager or officer and provided further that any such indemnification shall be recoverable only from assets of the Company and not from the assets of any Member.

4.3 Delegation of Authority. The Member Manager shall have the power to delegate authority to officers, employees, agents and representatives of the Company as he may from time to time deem appropriate. The Member Manager may delegate any or all of the powers of the Manager hereunder to any officer or employee of the Company, or to any other person.

4.4 Appointment of Officers. The Member Manager hereby appoints the following officers of the Company and delegates the authority of the Manager to the following officers of the Company:

Julie Coleman Korsog

President/Treasurer

Denise Gardner Brown

Vice President/Secretary

Such officers shall act as Managers of the Company who shall have such power as are usually exercised by comparably designate officers of a Florida corporation and who shall have the power to bind the Company through the exercise of such power to the extent consistent with the terms hereof. By their execution hereof, the Members hereby approve such delegation of authority by the Manager.

#### 4.5 Right to Rely on Officers.

(a) Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by an officer of the Company as to: (i) the identity of the officers of the Company; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any officer or which are in any other manner germane to the affairs of the Company; (iii) the persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or failure to act by the Company or any other matter whatsoever involving the Company.

(b) The signature of the President of the Company shall be necessary and sufficient to convey title to any real property owned by the Company or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of Members agree that a copy of this Agreement may be shown to appropriate parties in order to confirm the same, and further agree that the signature of the President of the Company shall be sufficient to execute any documents necessary to effectuate this or any other provision of this Agreement.

### SECTION 5 ROLE OF MEMBERS

5.1 Rights or Powers. The Members shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

5.2 Withdrawal/Resignation. Except as otherwise provided in this Agreement, no Member shall demand or receive a return on or of his or her capital contributions or withdraw from the Company without the consent of all Members.

5.3 Members Liability. No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company. A Member shall not be required to restore a deficit balance in his or her capital account or to lend any funds to the Company or to make any additional capital contributions, assessments or payments to the Company, provided that a Member may be required to repay distributions made to him or her as provided in the Act.

5.4 Partition. While the Company remains in effect or is continued, each Member agrees and waives his or her rights to have any Company property partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Company property partitioned, and each Member, on behalf of himself or herself, his or her successors and his or her assigns hereby waives any such right.

## SECTION 6 TRANSFERS

6.1 Restriction on Transfer. No Member shall transfer, pledge, hypothecate, encumber or otherwise dispose of all or any portion of his or her Units without the prior written consent of all other Members. Any attempted transfer, pledge, hypothecation, encumbrance or other disposal of any or all of a Member's Units without the prior written consent of all other Members shall be deemed void and of no force or effect.

6.2 Effect of Transfer; Documents. Upon any voluntary or involuntary sale, transfer or assignment of Units by a Member, the Company shall not be dissolved or wound up but instead shall continue as before without interruption. In the event of any voluntary or involuntary sale, transfer or assignment of Units by a Member, until such time as the assignee is admitted as a substitute Member, the assignee of any Units (a "Non-Member Assignee") shall not be entitled to any of the rights, powers or privileges of his or her predecessor in interest, including the right to vote on matters coming before the Members of the Company, except, to the extent so assigned to the Non-Member Assignee, the right to an allocable share of Profits, Losses and Net Cash Flow distributions. A Non-Member Assignee shall, however, be subject to all terms, conditions, restrictions and obligations imposed upon a Member under this Agreement. Any Units held by a Non-Member Assignee shall be excluded for purposes of determining a quorum and the number of Units outstanding for voting purposes. NO such assignment shall relieve the assignor from any of his or her obligations under this Agreement existing as of the date of execution of this Agreement or accruing prior to such assignment nor from any obligations (whether past or future) under any other agreement without the prior specific approval of such release by the other Members. Each Member shall execute such instruments and documents (including, but not limited to, amendments to this Agreement) as the Manager shall reasonably request in order to confirm the foregoing and accomplish such assignment. As a condition to any Non-Member Assignee becoming a substitute Member, (i) the Non-Member Assignee must execute (a) a written assumption agreement assuming all of the obligations of the assignor as to the Units being assigned and agreeing to be bound by the terms of this Agreement (as the same may have been amended from time to time) and (b) a signed, original counterpart copy of this Agreement which shall be filed with the Company records; and (ii) such assignee must be approved as a substitute Member by all other Members, which approval shall be in the sole and absolute discretion of the other Members.

6.3 Death of a Member. Neither (i) the death of a Member which is an individual, (ii) the voluntary or involuntary dissolution of a Member which is an entity, or

(iii) the judicially declared legal incapacity of a Member (said events being hereinafter referred to individually and collectively as the "Death of a Member") shall cause a dissolution or termination of the Company business or require the liquidation of the Company. In the event of the Death of a Member, the Company and its business shall continue in full force and effect and that Member's Units shall pass to his or her lawful successor in interest. The terms and conditions of this Agreement shall be binding upon said successor in interest; provided, however, the successor in interest shall only have the rights of an Non-Member Assignee of Units and shall not be Member until such time as the successor in interest has been admitted as a Member in accordance with Section 6.2 of this Agreement.

## SECTION 7 DISSOLUTION AND WINDING UP

7.1 Dissolution Events. The Company shall dissolve and shall commence winding up and liquidating upon the affirmative vote of the Members holding more than fifty percent (50%) of the issued and outstanding Units held by all Members entitled to vote to dissolve, wind up, and liquidate the Company (a "Dissolution Event"). The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

7.2 Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Manager shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed as promptly as is consistent with obtaining the fair value of the property of the Company. The Manager shall take full account of the Company's liabilities and property and shall cause the property or the proceeds from the sale thereof, to the extent sufficient therefore, to be applied and distributed, to the maximum extent permitted by law, in the following order.

(a) First, to creditors (including Members who are creditors, to the extent otherwise permitted by law) in satisfaction of all of the Company's debts and other liabilities (whether by payment or the making or reasonable provision for payment thereof);

(b) Second, except as provided in this Agreement, to Members and former Members of the Company in satisfaction of liabilities for distribution under the Act; and

(c) Third to the Unit holders in accordance with the positive balance in their capital accounts, after giving effect to all contributions, distributions and allocations for all periods until each capital account is equal to each members Initial Capital Contribution.

(d) Lastly, based on the percentage of Initial Capital Contributions.

In the discretion of the Manager, a pro rata portion of the distributions that would otherwise be made to the Unit holders pursuant to this Section 7 may be withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Unit holders as soon as practicable.

7.3 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the property of the Company for the return of his or her capital contribution and has no right or power to demand or receive property other than cash from the Company. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such capital contribution, the Members shall have no recourse against the Company or any other Member.

## SECTION 8 MISCELLANEOUS

8.1 Amendment. This Agreement may be amended, modified or altered only by the written agreement of all of the Members.

8.2 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the Person or to an officer of the Person to whom the same is directed, or (ii) when the same is actually received, if sent either by registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members: (a) if to a Member, to the address set forth in Exhibit A hereto; and (b) if to the Company, to the address set forth in Section 1.2.

8.3 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective successors, transferees, and assigns.

8.4 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 8.4 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid

term or provision would be to cause any Member to lose the Material benefit of his or her economic bargain.

8.5 Governing Law; Waiver of Jury Trial. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder. Each of the Members irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement.

8.6 Counterpart Execution. This Agreement may be executed in any number of counterparts, and by facsimile transmission, with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed the Limited Liability Company Operating Agreement of Tax Answers For You, LLC as of the Effective Date.

  
Julie Coleman Korsog

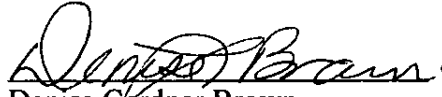
  
Denise Gardner Brown

EXHIBIT A  
SCHEDULE OF MEMBERS

<b>Name/Address:</b>	<b>Units</b>	<b>Percentage Interest</b>	<b>Initial Capital Contribution</b>
Julie Coleman Korsog 9945 Deer Creek Club Rd. E. Jacksonville, Fl 32256	50 Units	50%	\$ 2,000 DBJck
Denise Gardner Brown 1221 Salt Creek Pointe Way Ponte Vedra Beach, FL 32082	50 Units	50%	\$ 2,000 DBJck