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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III
Administrative Law Judge

Appellate Case No. 2015-002611

James Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

RECORD ON APPEAL

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Charleston County Assessor

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	))))))))))	Docket No. 15-ALJ-17-0184-CC **FINAL ORDER AND DECISION**

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

FACTS/PROCEDURAL BACKGROUND[1]

On June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court (Property) on Kiawah Island in Charleston County, South Carolina. The Property is further identified by Charleston County tax map parcel identification number 265-13-00-015. Mary Early is a resident of South Carolina and lives full-time at the Property. James Early, on the other hand, is a resident of, and domiciled in, Connecticut. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. However, on December 26, 2012, James and Mary Early, as joint tenants with rights of survivorship, conveyed the Property to James Early and Mary Early as tenants in common by virtue of a Quitclaim Deed dated December 26, 2012 and recorded December 27, 2012. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of the James F. Early 2012 Trust Agreement by virtue of a Title to Real Estate dated December 26, 2012 and recorded December 27, 2012. Based on the conveyances, James Early owns no interest in the Property. Mary Early

[1] On May 27, 2015, the parties filed a Stipulation of Facts. The facts above are included in that stipulation.

claims that she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early, individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application (Application) in the name of the James F. Early Trust to the Assessor for the 4% assessment ratio. On May 6, 2014, the Assessor denied the Trust's Application, because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Board issued its decision denying Petitioner's Application and affirming the decision of the Assessor. On April 20, 2015, Petitioner filed a Request for a Contested Case with this Court.

DISCUSSION

Petitioner is challenging the denial of the Application on constitutional and due process grounds. Petitioner argues that the "member of my household" language in S.C. Code Ann. § 12-43-220(c)(2)(ii)(A), (iii)(A) (2014) violates both the Due Process and Equal Protection Clauses under the United States and South Carolina Constitutions.[2] Petitioner asserts that "the General Assembly makes [Mr. Early] a 'member of the household' by a stroke of the pen [and so] creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster." However, this Court is without subject matter jurisdiction to hear and decide facial challenges to the constitutionality of statutes. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality thereof).

Petitioner alleges that "[t]he Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of [Section 12-43-220(c)(2)(ii), (iii)(A)]. Petitioner also later argues that the tax exemption statute "must be given its plain ordinary meaning" and that "the taxpayer should receive the benefit in cases of doubt." However, Petitioner does not specify how the Assessor and Board applied the statutory provisions in an unconstitutional manner or even offer an alternative interpretation of the provisions. Rather,

[2] It is noteworthy that S.C. Code Ann. § 12-43-220(c)(2)(iii) defines "a member of my household" "[f]or purposes of subitem (ii)(B)" of subsection (c). However, the phrase "a member of my household" is included in both subitems (ii)(B) and (ii)(A) of subsection (c). Because it would lead to absurd results to apply the definition of "a member of my household" under subitem (iii) to only subitem (ii)(B), the Court finds it reasonable to also apply this definition to subitem (ii)(A) as well.

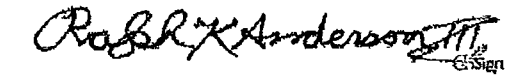
Petitioner argues at length about the unconstitutionality of the statutory provisions themselves and the implications of this "attempt by the General Assembly to close a tax loophole." For instance, Petitioner asserts that the General Assembly has "create[d, with its definition 'member of household,'] a class of newly divorced couples so that the former spouse who lives in South Carolina full time would qualify for the 4% assessment ratio . . ." and this has "plac[ed] an undue burden on couples who are similarly situated to the Earlys who are validly married yet domiciled in different states." According to Petitioner, it is this change by the General Assembly to the definition "a member of my household" in Section 12-43-220(c)(2)(iii)(A) that "violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895." Indeed, Petitioner specifically states that it is "[t]he definition of 'member of household' in the act [that] g[ave] rise to this appeal . . . ."

Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.

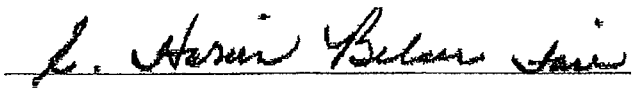


Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	))))))))))	Docket No. 15-ALJ-17-0184-CC **ORDER ON RECONSIDERATION** **FILED** November 13, 2015 SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) pursuant to Petitioner James F. Early Trust's (Petitioner) Motion to Reconsider this Court's dismissal of the action challenging the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner's application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).[1] The Court dismissed Petitioner's case based on a lack of subject matter jurisdiction, because Petitioner brought a facial challenge to the constitutionality of Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014).[2]

DISCUSSION

Petitioner argues that this case should not have been dismissed, because pursuant to S.C. Code Ann. § 12-60-2540 (2014), the General Assembly established the ALC as the only venue to address an appeal from a county board of assessment appeals. Petitioner also cites to S.C. Code Ann. § 12-60-3310, et seq. (2014) as establishing that these matters are to be heard before this Court as contested cases. Petitioner argues that by ruling that this Court had no jurisdiction to hear this matter, it deprived Petitioner of an administrative remedy and the procedure by which to obtain review of the Board's decision, a right which the General Assembly has guaranteed.

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[1] The Assessor declined to file a response to Petitioner's Motion to Reconsider.

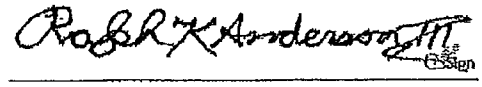
[2] Petitioner appears to request that the Court hear oral argument in this case, and Petitioner states that its "Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing." However, this Court usually does not hear oral argument on Motions to Reconsider. Pursuant to Rule 39 of the Rules of Procedure for the Administrative Law Court (ALC Rules), "[i]n the discretion of the administrative law judge, oral argument may not be required." The Court finds that oral argument is not necessary to resolve the issue in this case.

The Court agrees with Petitioner that the General Assembly has established this Court as the venue to hear as contested cases appeals from county boards of assessment appeals. The Court also has no desire to deprive **any** party of an administrative remedy or any procedural rights guaranteed by the General Assembly. However, in order to invoke its remedy or rights, Petitioner must make arguments that this Court can consider. Petitioner instead made a facial constitutional challenge to Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014), the type of argument that this Court is without jurisdiction to decide. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality of the statutes or regulations themselves).[3] Therefore, the Court had no choice but to dismiss Petitioner's case.

ORDER

IT IS THEREFORE ORDERED that Petitioner's Motion to Reconsider is **DENIED.**

AND IT IS SO ORDERED.



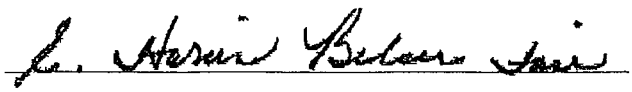
Ralph King Anderson, III
Chief Administrative Law Judge

November 13, 2015
Columbia, South Carolina

[3] It is noteworthy that Petitioner failed to address the Court's basis for dismissal in its Motion to Reconsider.

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

November 13, 2015
Columbia, South Carolina

BUIST
BYARS &
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April 16, 2015

AMANDA C. TAYLOR
PARALEGAL
Amanda.taylor@buistbyars.com

VIA FEDERAL EXPRESS
South Carolina Administrative Law Court (SC ALC)
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Sir/Madam:

Enclosed please find the Request for Contested Case Hearing Form along with a check in the amount of $75.00 in regards to the above-referenced matter.

If you should require any additional information or have any questions, please do not hesitate to contact me directly at 843.284.1461.

Sincerely,

Amanda C. Taylor
Paralegal to G. Hamlin O'Kelley, III

/act
Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

{00568484.DOC}

South Carolina Administrative Law Court (SC ALC)
Request for Contested Case Hearing FORM
Mail to: 1205 Pendleton St., Suite 224, Columbia, SC 29201

Last Name:	First:	Middle:	☑ Mr. ☐ Mrs. ☐ Miss ☐ Ms.	Docket No. (To Be Completed by ALC)
Early	James	F.		

Mailing Address: c/o Burst Byars & Taylor LLC	City:	State and Zip:
652 Coleman Blvd. Ste. 200	Mt. Pleasant	SC 29464

Home Number:	Work Number:	Cell Number:	*E-Mail Address:
(843) 856-4488	—	(843) 209-2231	Hamlin.okelley@burstbyars.com

*By providing your e-mail address, you consent to receive court orders and notices via electronic transmission

REPRESENTATION

Are you representing yourself? ☐ Yes ☑ No

Are you represented by an Attorney? ☑ Yes ☐ No	Name of Attorney: G. Hamlin O'Kelley III
Attorney Mailing Address: 652 Coleman Blvd. Ste. 200	City, State and Zip: Mt. Pleasant, SC 29464
Attorney Work Number and Cell Number: (843) 856-4488 and (843) 209-2231	Attorney E-Mail Address: Hamlin.okelley@burstbyars.com

CASE INFORMATION

Name of Agency that Issued the Decision: (Example – Dept. of Revenue, Dept. of Insurance, DHEC) Charleston County Board of Assessment Appeals

In order to have your case processed, **you must attach the agency decision.** Is it attached? ☑ Yes ☐ No	If no, please explain:
Date the decision was issued: April 13, 2015	Date the decision was received: April 15, 2015

Please provide a brief statement regarding why the hearing is being requested and the relief sought: The constitutionality of the statute requiring a 6% assessment ratio rather than a 4% is being challenged. Mr. Early is not a resident of 206 Sand Fiddler Ct. but due to discrimination against married couples, he is deemed to live there.

Payment via ☑ Check ☐ Money Order ☐ Cash for $ 75.00 (applicable **filing fee pursuant to** ALC Rule 71) is being submitted today to the Administrative Law Court via ☑ U.S. Postal Service ☐ Hand-delivery

X *Your Signature or Signature of Attorney* — *Date* April 16 2015

PROOF OF SERVICE (MUST BE COMPLETED)

Your Name:	Date:	City:	State:

I hereby certify that on the date and place listed above, I served a copy of the foregoing Request for Contested Case Hearing **on all other parties** to this matter by depositing the same in the United States Mail, postage paid, and addressed as follows (use the reverse side for any additional names):

Name and/or Agency Name	Address	City, State and Zip
Ms. Joy Glenron, Charleston County Assessor	101 Meeting St. #135	Charleston SC 29401

X *Your Signature or Signature of Attorney* — *Date* April 16 2015

Attention: All cases filed in the Administrative Law Court are subject to the Rules of Procedure found at the Court's website www.scalc.net or from the Clerk of Court. Failure to follow these rules may result in dismissal of your case.

Lynn Carmody, Chair
Chaim Pflug, Vice Chair
Lolly A. Fabian
Joseph Good, III
Lydia Pratt Brooks
Thomas H. Lucy, III
William Kleindienst

P. O. Box 1868
Charleston, SC 29402

CHARLESTON COUNTY
SOUTH CAROLINA

L Ryan Neville
Shawn Wills
James H. Martin
Michael J. Ferrer
Glenn Goodwin
John R. Robinson
Chip Sheely
Lisa Richard

843.958.4190
Fax: 843.958.4191

BOARD OF ASSESSMENT APPEALS

4/13/2015

CERTIFIED MAIL - RRR

Mr. G. Hamlin O'Kelley, III
652 Coleman Blvd., STE 200
Mount Pleasant, SC 29464

Re: PID#: 13/265-13-00-015
BAA#: 13-017
OWNER: JAMES F. BARLY TRUST

Dear Mr. O'Kelley, III:

In accordance with your conference before the Charleston County Board of Assessment Appeals held on 4/8/2015, concerning the above-described property, the Board has directed me to advise you of its decision. Therefore, the Board's decision is outlined in the attached "Charleston County Board of Assessment Appeals Decision", dated 4/13/2015.

Either the owner or the Assessor may contest this decision of the Board to the South Carolina Administrative Law Court, Edgar A. Brown Building, 1205 Pendleton Street, Suite 224, Columbia, SC 29201, within thirty (30) days after the date of the Board's written decision. A copy of the Request for Contested Case Hearing must be mailed or delivered to the other parties at the same time. The written request must contain the following:

A. The name and address of the party requesting the hearing and the issue(s) for which the hearing is requested.
B. A copy of the County Board's decision from which the contested case is being requested.
C. The relief requested.

If the Board's decision is not appealed, the Assessor must certify the final value to the County Auditor for entry upon the property tax assessment rolls.

Yours very truly,
Lynn Carmody
Lynn Carmody
Chair
LC/ash

cc: Members, BAA; Toy S. Glennon, Assessor; Joseph Dawson III, County Attorney

CHARLESTON COUNTY
BOARD OF ASSESSMENT APPEALS
DECISION

OWNER:	**JAMES F. EARLY TRUST**
PID#:	**13/265-13-00-015**
BAA#:	**13-017**
Date of Decision:	**4/13/2015**
Deadline for ALC:	**5/13/2015**

The subject property is located at 206 Sand Fiddler Court, Kiawah Island. The Assessor's Office was represented by Ms. Toy Glennon, Charleston County Assessor. The appellant was represented by Mr. G. Hamlin O'Kelley, III, Esquire.

Ms. Glennon began by giving a brief history of the parcel pertaining to 4% Legal Residence Special Exemption. Ms. Glennon stated the subject property was purchased in June of 2000 and in 2010, 4% Legal Residence Special Exemption was granted. She stated in September of 2013, the appellant reapplied for the 4% Legal Residence Special Exemption due to a deed change and the parcel being placed into a trust established in December 2012. Ms. Glennon stated the application was denied due to the applicant's (Mrs. Mary Early) spouse driver's license being issued in the State of Connecticut. Ms. Glennon addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), where "...neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose..." She stated the applicant's spouse provided his tax returns from the State of Connecticut as well. She addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), stating in 2012 the section made a change making it clear that members of the household could not claim to be a legal resident of another jurisdiction for any purpose. Ms. Glennon also addressed relevant case law of Tolpa v. Beaufort County Assessor SCALC, 08-ALJ-17-0088-CC (2008), Ford v. Beaufort County Assessor SCALC, 09-ALJ-17-0179-CC (2010), Ford v. Beaufort County Assessor 730 S.E.2d 335, 398 S.C. 508 (S.C. App 2012), and CRFE, LLC v. Greenville County Assessor Supreme Court of SC, Op. 27032 (Aug. 29, 2011) as they pertained to this appeal and the 4% Legal Residence Special Exemption. Ms. Glennon stated that if the Mr. and Mrs. Early were legally separated, then the 4% Legal Residence Special Exemption would not have been disapproved. Due to the Earlys not being separated, the exemption was disapproved.

Mr. G. Hamlin O'Kelley, III, Esquire began by stating he represents Mrs. Mary Early for the James F. Early Trust. He stated based on ownership, the legislature discriminates against married couples. Mr. O'Kelley stated Mr. James Early does reside in Connecticut and is not an occupant of the home at 206 Sand Fiddler Court, Kiawah Island. Mr. O'Kelley stated the legislature should not base laws and statutes on the way society was in the 1880s and how marriage was viewed during that time. He stated the appellant should not be taxed higher due to the husband residing in Connecticut and not in South Carolina with the appellant. He stated Mr. Early has his law practice in Connecticut and Mrs. Early prefers to reside in South Carolina. Mr. O'Kelley stated the appellant is not legally separated from her husband and the James F. Early Trust was created to protect assets. Mr. O'Kelley stated it was unconstitutional discrimination against married couples for the 4% Legal Residence Special Exemption to be taken away due to the way marriage is viewed by the legislature.

After carefully considering the information presented, the Charleston County Board of Assessment Appeals concurs with the Assessor's Office pursuant to S.C. Code of Laws § 12-43-220 (c) (2) (ii). Therefore, the appellant is denied the 4% Legal Residence Special Exemption for Tax Year 2013.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	))))))))))	**STIPULATION OF FACTS**

The Petitioner James F. Early Trust and the Respondent Charleston County Assessor submit the following Stipulation of Facts.

1. This is an appeal of the denial of the Legal Residence (4%) Special Assessment Application ("Application") of Mary E. Early and Paul L. Behling as Trustees of the James F. Early Trust ("Trust") by the Charleston County Board of Assessment Appeals ("Board") and Charleston County Assessor ("Assessor").

2. On April 13, 2015, the Board issued its decision denying Petitioner's Legal Residence (4%) Special Assessment Application and affirming the decision of the Charleston County Assessor. [Decision of Board dated April 13, 2015].

3. On May 6, 2014, the Assessor denied the Application submitted by Mary E. Early individually and as Trustee of the James F. Early Trust, for property located at 206 Sand Fiddler Court, Kiawah Island, South Carolina. [Letters from Assessor to Earlys dated May 6 & Jan. 2, 2014].

4. On April 28, 2014, the Mary E. Early submitted her Protest of Assessment for tax Year 2013 claiming among other things that the County's denial of "Mrs Early's Application is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility

under the statute and her inherent property rights under the United States Constitution" and that "the statute unfairly penalizes a married couple over individuals who are unmarried and owning property in South Carolina." [Letter from Buist Byars & Taylor, LLC to Assessor dated March 19, 2014].

5. The property that is the subject matter of this contested case hearing is located in the Town of Kiawah Island, Charleston County and further identified by Charleston County tax map parcel identification number 265-13-00-015.

6. On August 31, 2013, Mary E. Early individually and as Trustee, submitted an Application in the name of the owner of the property as the James F. Early Trust to the Assessor for the Legal Residence (4%) Special Assessment. [Application dated August 21, 2013].

7. Mary Early is a resident of South Carolina and lives full time at 206 Sand Fiddler Court. [Letter from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015; Application dated August 21, 2013].

8. James F. Early is a resident of and domiciled in Connecticut. [Letters from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015, March 19, 2014 & Sept. 6, 2013; Application Attachment A dated Aug. 21, 2013].

9. Mary E. Early ("Mary Early") and James F. Early ("James Early") are husband and wife. The Assessor denied the Application based on the fact that James Early is a legal resident of Connecticut. [Letter from Assessor to Earlys dated Jan. 2, 2014].

10. The Earlys submitted the following documents to the Board and Assessor in support of the Application. Petitioner and Respondent stipulate to all facts represented and contained in the documents as facts stated verbatim herein:

a. Attachment A – Legal Residence 4% Special Assessment Application
b. Attachment B – SC Form 2848 Power of Attorney

c. Attachment C – South Carolina Driver's License – Mary E. Early
d. Attachment D – Connecticut Driver's License – James F. Early
e. Attachment E – South Carolina Voter Registration – Mary E. Early
f. Attachment F – South Carolina Vehicle Registrations – Mary E. Early
g. Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
h. Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
i. Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
j. Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early)
k. Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
l. Attachment L – James F. Early 2012 Trust Agreement

11. By way of background, on June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court, Kiawah Island, for $3,762,500 by virtue of that Title to Real Estate recorded June 16, 2000, in Book N349, Page 201 in the Office of the Register of Mesne Conveyance for Charleston County. [Title to Real Estate, Bk N349, Pg 201].

12. On April 1, 2010, James and Mary Early submitted an application for the 4% special tax assessment ratio to the Assessor . On June 8, 2010, the Assessor qualified the Earlys for the special property assessment ratio. [Addendum 1 & 2 of Assessor's Exchange of Evidence dated May 24, 2015, to the Board].

13. James and Mary Early sought to forever sever their joint tenancy and hold the property as tenants in common. On December 26, 2012, James and Mary Early as joint tenants with rights of survivorship and not as tenants in common conveyed the property to James Early and Mary Early by virtue of that Quitclaim Deed dated December 26, 2012, and recorded December 27, 2012, in Book 0299, Page 826 in the Office of the Register of Mesne Conveyance for Charleston County. [Quitclaim Deed, Bk 0299, Pg 826].

14. Further on December 26, 2012, James Early transferred the property to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement by virtue of that Title to Real Estate dated December 26, 2012, and recorded December 27, 2012, in Book 0299, Page 827 in the Office of the Register of Mesne Conveyance for Charleston County. [Title to Real Estate, Bk 0299, Pg 827].

15. The conveyance in 2012 triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment rate from the 4% to 6%.

16. James Early owns no interest in the property by virtue of the conveyance in 2012 of all of his rights, title, and interest in the property to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement. [Title to Real Estate, Bk 0299, Pg 827].

17. Mary Early claims she owns 100% of the property (50% individually and 50% as the income beneficiary under the Trust). [Application Attachment A dated Aug. 31, 2013].

18. The James F. Early 2012 Trust Agreement is the record owner of the property. [Title to Real Estate, Bk 0299, Pg 827].

19. The James F. Early Trust is challenging the denial of the Application in the contested case on constitutional and due process grounds. .

Respectfully submitted:

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Attorneys for Respondent

May 25, 2015

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	)	**CONSENT EXTENDED SCHEDULING ORDER**

The Petitioner James F. Early Trust hereby moves, and the Respondent Charleston County Assessor agrees, to extend the Consent Scheduling Order filed June 1, 2015, as follows:

1. The Petitioner shall file Petitioner's Brief with the Court on or before July 10, 2015;
2. The Respondent shall file Respondent's Brief with the Court on or before July 30, 2015;
3. The Petition shall file Petition's Reply Brief with the Court on or before August 9, 2015;

and

Ralph K. Anderson, III
The Honorable Ralph K. Anderson, III

Columbia, South Carolina
June 26, 2015

CERTIFICATE OF SERVICE
This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, in the United States mail, postage paid, or in the Interagency Mail Service addressed to the party(ies) or their attorney(s).
This 26th day of June, 2015
By: L. Harper Stan
Judicial Law Clerk

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	)	**BRIEF OF THE PETITIONER JAMES F. EARLY**

The Petitioner James F. Early Trust, by and through its undersigned counsel, hereby submits this Brief of the Petitioner in support of the appeal in this matter.

FACTS

This matter is before this Court for an appeal of the denial of the Legal Residence (4%) Special Assessment Application ("Application") of Mary E. Early and Paul L. Behling as Trustees of the James F. Early Trust (the "Trust") by the Charleston County Board of Assessment Appeals (the "Board") and Charleston County Assessor (the "Assessor") as more fully described in the joint Stipulation of Facts filed in this mater by the Petitioner and the Respondent.

On April 13, 2015, the Board issued its decision denying the Petitioner's Legal Residence (4%) Special Assessment Application and affirming the decision of the Charleston County Assessor. (Decision of Board dated April 13, 2015). This appeal by the Trustees of the James F. Early Trust followed.

This matter arises from the original denial on May 6, 2014, by the Charleston County Assessor of the Application submitted by Mary E. Early, Individually, and as Trustee of the James F. Early Trust, for property located at 206 Sand Fiddler Court, Kiawah Island, South

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Carolina. (Letters from Assessor to Earlys dated May 6 & Jan. 2, 2014). That application arose from Mary E. Early submitting her Protest of Assessment for tax Year 2013 claiming among other things that the County's denial of "Mrs. Early's Application is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility under the statute and her inherent property rights under the United States Constitution" and that "the statute unfairly penalizes a married couple over individuals who are unmarried and owning property in South Carolina." (Letter from Buist Byars & Taylor, LLC to Assessor dated March 19, 2014).

As set forth in the Stipulation of Facts, Mary Early is a resident of South Carolina and lives full time at 206 Sand Fiddler Court. (Letter from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015; Application dated August 21, 2013). James F. Early is a resident of and domiciled in Connecticut. (Letters from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015, March 19, 2014 & Sept. 6, 2013; Application Attachment A dated Aug. 21, 2013).

By way of background, on June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court, Kiawah Island, for $3,762,500 by virtue of that Title to Real Estate recorded June 16, 2000, in Book N349, Page 201 in the Office of the Register of Mesne Conveyance for Charleston County. (Title to Real Estate, Bk N349, Pg 201). On April 1, 2010, James and Mary Early submitted an application for the 4% special tax assessment ratio to the Assessor . On June 8, 2010, the Assessor qualified the Early's for the special property assessment ratio. (Addendum 1 & 2 of Assessor's Exchange of Evidence dated May 24, 2015, to the Board). James and Mary Early sought to forever sever their joint tenancy and hold the property as tenants in common. On December 26, 2012, James and Mary Early as joint tenants with rights of survivorship and not as tenants in common conveyed the property to James Early and Mary Early by virtue of that Quitclaim Deed dated December 26, 2012, and recorded December 27, 2012, in Book 0299,

Page 826 in the Office of the Register of Mesne Conveyance for Charleston County. (Quitclaim Deed, Bk 0299, Pg 826). Further on December 26, 2012, James Early transferred the property to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement by virtue of that Title to Real Estate dated December 26, 2012, and recorded December 27, 2012, in Book 0299, Page 827 in the Office of the Register of Mesne Conveyance for Charleston County. (Title to Real Estate, Bk 0299, Page 827). The conveyance in 2012 triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment rate from the 4% ratio to 6% ratio.

James Early owns no interest in the property by virtue of the conveyance in 2012 of all of his rights, title, and interest in the property to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement. (Title to Real Estate, Bk 0299, Pg 827). Mary Early claims she owns 100% of the property as a Trustee (50% individually and 50% as the income beneficiary under the Trust). (Application Attachment A dated Aug. 31, 2013). Despite this ownership by Mrs. Early, neither the Assessor nor the Board of Assessment Appeals would grant the 4% ratio due to changes in the statute defining "member of household." It is this definition that penalizes married couples who are not domiciled in the same state and which cannot pass constitutional scrutiny for Due Process or Equal Protection under either the United States Constitution or the South Carolina Constitution of 1895.

STANDARD OF REVIEW

Tax appeals to the Administrative Law Court are subject to the Administrative Procedures Act. *CFRE, LLC v. Greenville Cnty. Assessor*, 395 S.C. 67, 73-74, 716 S.E.2d 877, 880-81 (2011). The Administrative Law Court may not substitute its judgment for that of an administrative agency as to evidences and facts presented. S.C. Code Ann. §1-23-380 (1976, as amended). The Administrative Law Court may reverse or modify the decisions of an agency if the appellant's substantial rights are prejudiced if that decision violates constitutional or statutory rights of the appellant. S.C. Code Ann. §1-23-380(5)(a) (1976, as amended).

ARGUMENT

The Assessor and the Board of Assessment Appeals denied the application for the 4% tax ratio due to statutory language defining "member of my household" having to be an occupant of the residence to receive the 4% rate. S.C. Code Ann. §12043-220(c)(2)(ii)(1976, as amended).

The James F. Early Trust is challenging the denial of the Application in the contested case on both constitutional and due process grounds. .

The Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of a recently amended Section of the South Carolina Tax Code. Specifically, the Assessor and the Board of Assessment Appeals relied upon Section 12-43-220(c)(2)(ii) that states:

> Under penalty of perjury, I certify that:
>
> (A) The residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, **nor any member of my household**, claim to be a legal resident of a jurisdiction other than South Carolina for **any** purpose; and
>
> (B) That neither I nor a member of my household claim the special assessment ration allowed by this section on another residence.

S.C. Code Ann. §12-43-220(c)(2)(ii) (1976, as amended)(emphasis added).

More importantly to this case, the General Assembly also added the following language to the statute in an attempt to close any loopholes but which penalizes spouses who are domiciled in different states:

> (iii) For purposes of subitem (ii)(B) of this item, "a member of my household" means
> **(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant**
> ....

S.C. Code Ann. §12-43-220(c)(2)(iii)(1976, as amended)(emphasis added)

The General Assembly changed this Section to provide that a member of a household means an owner-occupant's spouse, unless the owner-occupant and the spouse are legally separated. *Id.* Such a change violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895. *See United States v. Windsor*, 133 S.Ct. 2675 (U.S. 2013)(the Federal Defense of Marriage Act in a tax setting deemed unconstitutional for treating classes of people differently even though recognition of civil marriages is central to state and domestic relations law applicate to its residents and citizens); *Williams v. North Carolina*, 63 S.Ct. 207 (1942)(each state has a rightful and legitimate concern in the marital statue of persons domiciled within its borders). As in the case of *United States v. Windsor* arising from a tax issue and ultimately declaring the Federal Defense of Marriage Act unconstitutional, the definition of "member of my household" to include an owner-occupant's spouse violates both Due Process and Equal Protection as it inures to a small group and assumes that spouses cannot be domiciled in different states without having to be legally separated. Such a definition flies in the face of the Constitution's guarantee of equality and cannot justify a different treatment of husbands and wives who many not live together on a

regular basis and imposes a higher tax burden on an owner-occupant simply because she is marred. *Department of Agriculture v. Moreno,* 93 S.Ct. 2821 (1973)(guarantee of equality must mean that a desire to harm a politically unpopular group cannot justify the disparate treatment of that group). In this case, Mrs. Early is the owner-occupant who has been treated disparately by the State of South Carolina simply because she is married.

If Mrs. Early were to legally separate from her husband, she would come into compliance with the "member of household" definition and qualify for the 4% assessment ratio. Were she to divorce her husband, she would qualify for the 4% assessment ratio. It could not have been the intent of the General Assembly to encourage divorce or separation in order to close a tax loophole, but that is what the General Assembly has done in this tax setting. Since marriage is the bedrock of society, the General Assembly cannot have meant to encourage divorce and separation by defining "member of household" to be a spouse regardless of that spouse's residence. The County's denial by Mrs. Early of her application punishes her and treats her differently and unequally from spouses who do in fact live full time with each other. This treatment is an echo of an earlier time where a female spouse was subsumed to her husband. This definition of "member of household" brings financial harm to Mrs. Early and any other spouse who choose to have different domiciles. This definition of "member of household" raises taxation and costs by taxing residences at the 6% rate any time a husband or spouse lives in another domicile. This increased burden cannot withstand scrutiny. *See Windsor, id.* at 133 S.Ct. 2675 (U.S. 2013). The power of the Constitution both grants and restrains so that legislatures have great authority but they must also comply with Due Process and Equal Protection. *Id.* The effects of the "member of household" definition basically demean and vilify

those in a lawful marriage who, for whatever reason, live in different domiciles so that they are taxed at a higher rate than those spouses who live together in Charleston County.

Mrs. Early is being denied the same liberties given to any other married couple that is not domiciled together with the General Assembly assuming that all married spouses must live together so as to make her unqualified for the 4% taxation ratio. The liberty protected by the Constitution contains within it the prohibition against denying to any person equal protection of the law. *Aderand Constructors, Inc. v. Pena,* 115 S.Ct. 2097 (1995). The class of persons this definition of "member of household" seeks to include takes into account the legal fiction that spouses are one person and must live together. This legal fiction was abolished in the Nineteenth Century with the enactment of the Married Women's Property Acts in the United States obliterating the fiction that a woman became her subsumed to all of her husband's rights. *See* S.C. Code Ann. §20-5-10, *et seq.*; South Carolina Constitution of 1895, Article 17, Section 9. The South Carolina Constitution of 1895, Article 17, Section 9 provides

> The real and personal property of a woman held at the time of her marriage, or that which she may thereafter acquire, either by gift, grant, inheritance, devise or otherwise, shall be her separate property, and she shall have all the rights incident to the same to which an unmarried woman or a man is entitled. She shall have the power to contract and be contracted with in the same manner as if she were unmarried.

S.C. Const. of 1895, Art. 17, §9.

In the South Carolina Constitution of 1895, South Carolina destroyed the idea that a married woman's property became that of her husband. The definition of "member of household" in the act giving rise to this appeal takes South Carolina back to a time prior to the South Carolina Constitution of 1895 and cannot stand.

To hold Mrs. Early to the 6% rate would be to ignore the South Carolina Constitution's allowance of women to hold property in their own names and to not be subsumed to the identity

of their spouse by requiring spouse to be domiciled together by virtue of marriage alone. Defining "member of household" to be the owner-occupant's spouse regardless of domicile places spouses, mainly women, back into the position of being subsumed to that of her husband, which violates both the United States Constitution and the South Carolina Constitution of 1895. This definition singles out a class of persons and imposes a burden upon them while refusing to acknowledge the realities of marriage today: spouses can and do live in separate domiciles for many reasons while continuing to be married. These marriages are no less worthy than those of spouses who choose to live together. In an attempt by the General Assembly to close a tax loophole, they have taken away the rights of a certain class and group of people who for whatever reason remained married but are domiciled in different states. Such attempt is a directly violation of due process and equal protection. *Windsor, id.* at 133 S.Ct. 2675 (2013). That Mr. Early is domiciled in Connecticut is not in dispute; that this violates both Mr. and Mrs. Early's rights is not in dispute.

The Charleston County Assessor and the Board of Assessment Appeals decisions amount to errors of law which this Court should reverse due to the violation of the constitutionally guaranteed right to Equal Protection. The statute for which Mrs. Early is seeking the 4% rate is a tax exemption statute and must be given its plain ordinary meaning. *Ford v. Beaufort Cty. Assessor;* 398 S.C. 508, 730 S.E.2d 335 (2012) *Owen Indus. Prod. v. Sharpe,* 274 S.C. 193, 262 S.E.2d 33 (1980). That does not mean that this Court should strictly construe the claimed exemption where such an exemption and the decision based on that standard violate the constitutional or statutory rights of the appellant. S.C. Code Ann. §1-23-380(5)(a) (1976, as amended). Generally, the taxpayer should receive the benefit in cases of doubt. *South Carolina Nat'l Bank v. South Carolina Tax Comm'n,* 297 S.C. 279, 376 S.E.2d 512 (1989). The case

before this Court is one in which the taxpayer should receive the benefit of the doubt where the strict interpretation of the definition of "member of household" places undue and unconstitutional burdens upon the taxpayer. Again, were the Earlys to divorce or legally separate, then Mrs. Early would independently qualify for the 4% assessment ratio. A strict construction of the assessment statute's definition of "member of household" penalizes the Earlys and any other couple that does not live together full time and who pay taxes in more than one state. That Mr. Early is a resident of another state is not in dispute. That the General Assembly makes him a "member of the household" by a stroke of the pen creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster. *See Windsor, id.* at 133 S.Ct. 2675 (2013). Accordingly, the Petitioner would urge this Court to reverse the decision of the Charleston County Board of Assessment Appeals and allow the 4% assessment ratio for 2013 and each subsequent tax year as long as Mrs. Early is a resident of South Carolina. The General Assembly cannot have desired to create a class of newly divorced couples so that the former spouse who lives in South Carolina full time would qualify for the 4% assessment ratio. That is what the General Assembly has done with its definition of "member of household" placing an undue burden on couples who are similarly situated to the Earlys who are validly married yet domiciled in different states.

CONCLUSION

For the reasons stated herein, the Petitioner would ask that this Court reverse the decisions of the Charleston County Board of Assessment Appeals and the Charleston County Assessor and provide the Legal Residence (4%) Special Assessment to the Petitioner.

Mt. Pleasant, South Carolina
Aug. 3, 2015

BUIST, BYARS & TAYLOR, LLC

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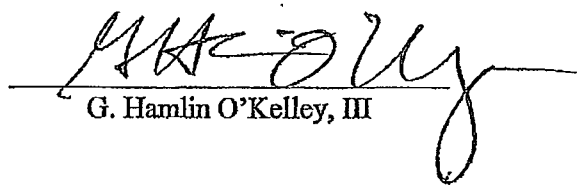
Attorneys for the Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing pleading by placing a copy of same, postage prepaid, in the U.S. mail this 3rd day of Aug., 2015, addressed as follows:

Bernard E. Ferrara, Jr., Esq.
Charleston County Attorney's Office
4045 Bridge View Dr.
North Charleston, SC 29405-7464



G. Hamlin O'Kelley, III

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SC ADMIN. LAW COURT

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust,	)	Docket No. 15-ALJ-17-0184-CC
Petitioner,	)	
vs.	)	**BRIEF OF RESPONDENT**
Charleston County Assessor,	)	
Respondent.	)	

TO: HONORABLE RALPH K. ANDERSON, III, ADMINISTRATIVE LAW JUDGE

Respondent Charleston County Assessor ("Assessor") submits this Brief in support of its denial of the Petitioner's application for the 4% special tax assessment ratio ("4% Assessment Ratio") as provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) and the constitutionality of the statute.

FACTS

Mary E. Early and Paul L. Behling as Trustees of the James F. Early Trust ("Trust") own property located at 206 Sand Fiddler Court, Kiawah Island, South Carolina and further identified by Charleston County tax map parcel identification number 265-13-00-015 ("Property"). Mary Early is a resident of South Carolina and lives full time at 206 Sand Fiddler Court. [Letter from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015, attached as "Exhibit A;" Application dated August 21, 2013, attached as "Exhibit B"]. Mrs. Early's husband, James F. Early, is a resident of, and domiciled in, Connecticut. [Letters from Buist Byars & Taylor, LLC to Assessor dated Jan. 19, 2015, March 19, 2014, attached as "Exhibit C" and Sept. 6, 2013, attached as "Exhibit D;" Application Attachment A dated Aug. 21, 2013, attached as "Exhibit E"]. By way of background, on June 15, 2000, James and Mary Early purchased the Property for

$3,762,500. [Title to Real Estate, Bk N349, Pg 201, attached as "Exhibit F"]. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. [Addendum 1 & 2 of Assessor's Exchange of Evidence dated May 24, 2015, to the Board, attached as "Exhibit G"].

James and Mary Early sought to forever sever their joint tenancy and hold the Property as tenants in common. On December 26, 2012, James and Mary Early as joint tenants with rights of survivorship and not as tenants in common conveyed the Property to James Early and Mary Early by virtue of that Quitclaim Deed dated December 26, 2012, and recorded December 27, 2012. [Quitclaim Deed, Bk 0299, Pg 826, attached as "Exhibit H"]. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement by virtue of that Title to Real Estate dated December 26, 2012, and recorded December 27, 2012. [Title to Real Estate, Bk 0299, Pg 827, attached as "Exhibit I"]. Based on the conveyances, James Early owns no interest in the Property. [Title to Real Estate, Bk 0299, Pg 827]. Mary Early claims she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). [Application Attachment A dated Aug. 21, 2013]. The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application ("Application") in the name of the owner of the Property as the James F. Early Trust to the Assessor for the 4% Assessment Ratio. [Application dated August 21, 2013]. On May 6, 2014, the Assessor denied the Trust's Application [Letters from Assessor to Earlys dated May 6, attached as "Exhibit J" and Jan. 2, 2014, attached as

"Exhibit K"]. The Assessor denied the Application because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Charleston County Board of Assessment Appeals ("Board") issued its decision denying Petitioner's Application and affirming the decision of the Charleston County Assessor. [Decision of Board dated April 13, 2015, attached as "Exhibit L"]. The Trust[1] is challenging the denial of the Application in this contested case because it believes the 4% Assessment Ratio Statute violates the constitution. The Trust argues that the denial of the "Application is unreasonable in that it fails to take in to consideration 1) all elements of Mrs. Early's eligibility under the statute", 2) "her inherent property rights under the United States Constitution", and 3) that "the statute unfairly penalizes a married couple over individuals who are unmarried and owning property in South Carolina." (Pet'r Br. 2). The ALC should affirm the Assessor's decision denying the 4% Assessment Ratio for the Trust because the statute does not violate the United States or South Carolina Constitutions.

LAW / ANALYSIS

I. THE 4% TAX ASSESSMENT IS A LAWFUL PROPERTY TAX EXEMPTION UNDER THE SOUTH CAROLINA CONSTITUTION.

A. To the Extent the Trust Makes a Facial Challenge to the 4% Tax Assessment Statute, this Court Should Dismiss this Case for Lack of Jurisdiction.

The ALC lacks jurisdiction to hear this matter. The South Carolina Administrative Law Court cannot decide facial challenges to a statute or regulation. Travelscape, LLC v. S.C. Dep't of Revenue, 391 S.C. 89, 705 S.E.2d 28 (2011). Instead, the ALC is limited to making factual determinations for an "as applied" challenge to determine if a statute is unconstitutional as applied to a party and not affecting the facial validity of the statute. Id.

[1] Although this Petition is styled with James F. Early Trust as the Petitioner, Mary Early claims to own 100% of the property (50% individually and 50% as the income beneficiary under the Trust) and should be a Petitioner in this case.

> ALC's are empowered to hear as applied challenges to statutes and regulations. ALC's are better suited for making the factual determinations necessary for an as applied challenge and finding a statute or regulation unconstitutional as applied to a specific party does not affect the facial validity of that provision. We wish to reiterate that our decision today does not affect the ALC's inability to decide facial challenges to a statute or regulations; those are legal questions that are properly raised for the first time on appeal or in a declaratory judgment action before the circuit court.

Id.

Petitioner claims that S.C. Code Ann. § 12-43-220(c)(2)(ii) "violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895." (Pet'r Br. 5). To the extent Petitioner has made a facial challenge to the constitutionality of S.C. Code Ann. § 12-43-220, this Court should dismiss the claim for lack of jurisdiction.

B. In the Alternative, the 4% Assessment Ratio Statute, as Applied to Petitioner, Does Not Violate the South Carolina Constitution.

The Trust mistakenly claims that the 4% Assessment Ratio Statute violates the Due Process and Equal Protection guaranteed by the United States and South Carolina Constitutions because the statute imposes a higher *ad valorem* real property tax burden on spouses who live apart and are domiciled[2] in South Carolina and another state compared to spouses who live apart but are domiciled in South Carolina. (Pet'r Br. 5). The South Carolina Supreme Court has held that "[t]his Court recognizes that 'the determination of whether a classification is reasonable is initially one for the legislature and will not be set aside by the courts unless it is plainly arbitrary.'" Fop v. S.C. Dep't of Revenue, 352 S.C. 420, 430, 574 S.E.2d 717, 722 (2002). Moreover, "[f]or tax statutes, 'the presumption of constitutionality can be overcome only by the most explicit demonstration that a classification is a hostile and oppressive discrimination against

[2] Black's Law Dictionary defines "domicile" as a person's legal home; that place where a man has his true, fixed, and permanent home and principal establishment, and to which whenever he is absent he has the intention of returning.

particular persons and classes.' The purpose of the tax statutes is to raise revenue." Id. (citing Madden v. Kentucky, 309 U.S. 83, 88, 60 S. Ct. 406, 408, 84 L. Ed. 590 (1940)). The Trust has failed to meet its burden that the Legislature's classification, which excludes spouses who live apart and who are not domiciled in South Carolina from receiving the 4% Assessment Ratio's tax benefit, is a "hostile and oppressive discrimination" in this case.

The South Carolina Constitution provides that "[t]he General Assembly may provide for the ad valorem taxation by the State or any of its subdivisions of all real and personal property. The assessment of all property shall be equal and uniform in the following classifications . . . ." S.C. Const. art. X, § I. The Constitution also provides that "[t]he General Assembly may define the classes of property and values for property tax purposes of the classes of property set forth in Section 1 of this article and establish administrative procedures for property owners to qualify for a particular classification." S.C. Const. Art. X, § 2. To that end, the Legislature adopted the 4% Assessment Ratio Statute which provides that:

> The legal residence and not more than five acres contiguous thereto . . . are taxed on an assessment equal to four percent of the fair market value of the property . . . For purposes of the assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

S.C. Code Ann. § 12-43-220(C)(1).

As a prerequisite to qualify for the 4% Assessment Ratio, the otherwise qualifying taxpayer must certify to the following statement:

> Under penalty of perjury I certify that:
>
> (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and **that neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose;** . . . .

S.C. Code Ann. § 12-43-220(C)(2)(ii)(emphasis added).[3]

1. **Due Process**

The Trust claims that Mrs. Early as owner-occupant has been treated disparately by the State of South Carolina simply because she is married, and therefore, her due process has been violated.[4] (Pet'r Br. 6). The Trust's claim is patently false because her tax treatment is not based on the fact that she is married, rather it is based on the legal residency of both spouses. The S.C. Constitution Article I, § 3 states that no person shall" . . . be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws."[5] "Substantive due process provides that one may not be deprived of property for arbitrary reasons. Worsley Co. v. Town of Mount Pleasant, 339 S.C. 51, 56, 528 S.E.2d 657, 660 (2000)

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[3] The 4% Tax Assessment Statute defines "member of my household" as "the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant." S.C. Code Ann. § 12-43-220(C)(2)(iii)(A).

[4] Petitioner alleges a Due Process violation. The South Carolina Constitution states that:

> No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard; nor shall he be subject to the same person for both prosecution and adjudication; nor shall he be deprived of liberty or property unless by a mode of procedure prescribed by the General Assembly, and he shall have in all such instances the right to judicial review.

S.C. Const. art. I, § 22.

Although Petitioner does not specify whether the alleged violation is substantive or procedural, the procedure for adjudicating this very claim dispenses with any such procedural claim. Therefore, a procedural due process claim would not be justiciable. The Legislature has afforded the Trust a mode of procedure with the right of judicial review in the Revenue Procedures Act ("RPA"). The RPA authorizes a taxpayer to pay his taxes and file a request for a refund within two years from the date the tax was paid. See S.C. Code Ann. § 12-60-2560. The United States Supreme Court in McKesson Corp. stated:

> Our precedents establish that if a State penalizes taxpayers for failure to remit their taxes in a timely fashion, thus requiring them to pay first and obtain review of the tax's validity later in a refund action, the Due Process Clause requires the State to afford taxpayers a meaningful opportunity to secure postpayment relief for taxes already paid pursuant to a tax scheme ultimately found unconstitutional.

McKesson Corp. v. Div. of Alcoholic Beys. & Tobacco, 496 U.S. 18, 22, 110 S. Ct. 2238, 2242 (1990).

The RPA provides a post payment remedy for taxpayers after making their tax payments. Therefore, the RPA passes constitutional muster.

[5] The 14th Amendment to the United States Constitution is similar to the South Carolina Constitution. It states that, "[n]o State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws " USCS Const. Amend. 14, § 1.

('Substantive due process protects a person from being deprived of life, liberty or property for arbitrary reasons.'). To support a substantive due process violation, a party must show "'he was arbitrarily and capriciously deprived of a cognizable property interest rooted in state law.'" Anonymous Taxpayer v. S.C. Dep't of Revenue, 377 S.C. 425, 437-38, 661 S.E.2d 73, 79 (2008). "In R.L. Jordan, Inc. v. Boardman Petroleum, Inc., this Court adopted the modern test for substantive due process challenges to social and economic welfare legislation. 338 S.C. 475, 527 S.E.2d 763 (2000). Noting that modern rules give great deference to legislative judgment to promote public welfare, this Court adopted the modern standard for reviewing all substantive due process challenges to state statutes. Id. Under R.L. Jordan, 'legislation is not overturned unless the law has no rational relationship to any legitimate interest of government.'" Fop v. S.C. Dep't of Revenue, 352 S.C. 420, 433-434, 574 S.E.2d 717, 724 (2002).

The Trust has not been deprived of its money through the exaction of *ad valorem* property taxes without notice and the opportunity to be heard. In addition, the Legislature has a legitimate interest in treating residents of South Carolina different from non-residents. South Carolina courts have held that:

> The substantive due process guarantee ensures that legislation which deprives a person of a life, liberty, or property right have, at a minimum, a rational basis, and not be arbitrary or overly vague. The guarantee allows a court to examine the constitutionality of the underlying statute as opposed to merely the process by which it is applied to each individual. The purpose of the substantive due process clause is to prohibit government from engaging in arbitrary or wrongful acts 'regardless of the fairness of the procedures used to implement them.'
>
> When an act is challenged under the due process clause, this 'Court only requires the act to be reasonably designed to accomplish its purposes, unless some fundamental right or suspect class is implicated. Legislation restricting or impairing a fundamental right 'is subject to 'strict scrutiny' in determining its constitutionality.' Legislation that does not infringe on fundamental rights is subject only to a rational basis test. Under either type of analysis, the one who attacks the law bears the burden of showing it is unconstitutional.

In re Treatment & Care of Luckabaugh, 351 S.C. 122, 139-40, 568 S.E.2d 338, 346-47 (2002).

Despite Petitioner's burden to show a violation of substantive due process rights, Petitioner does not perform an appropriate analysis and instead relies on its assertions that "the definition of 'member of my household' to include an owner-occupant's spouse violates both Due Process and Equal Protection as it inures to a small group and assumes that spouses cannot be domiciled in different states without having to be legally separated." (Pet'r Br. 5). These assertions are insufficient to prove a substantive due process violation.

First, there is no fundamental right or suspect class implicated by the statute. Petitioner has not alleged the statute infringes on a fundamental right, nor does the statute affect a suspect class. The United States Supreme court defines a suspect class as a class "'saddled with such disabilities, or subjected to such history of purposeful unequal treatment, or relegated to such a position of powerlessness as to command extraordinary protection from the majoritarian political process.'" Denene, Inc. v. City of Charleston, 359 S.C. 85, 93-94, 596 S.E.2d 917, 921 (2004)(citing Massachusetts Bd. of Retirement v. Murgia, 427 U.S. 307, 313, 49 L. Ed. 2d 520, 96 S. Ct. 2562 (1976)). Suspect classes are generally based on race, alienage, national origin, sex or illegitimacy. Luckabaugh at 147, 568 S.E.2d at 351. Petitioner claims "Mrs. Early is being denied the same liberties given to any other married couple that is not domiciled together." (Pet'r Br. 7). That is not true. Married couples could qualify for the 4% Assessment Ratio on one property if they lived apart but were both domiciled in South Carolina. However, even if Petitioner's claims were accurate, there is no case law or common sense to support this as a suspect class as defined by the United States Supreme Court.

Since there is no fundamental right or suspect class implicated, the statute is subject to a rational basis test. "In order to prove a denial of substantive due process, a party must show that he was arbitrarily and capriciously deprived of a cognizable property interest rooted in state

law." Denene at 96, 596 S.E.2d at 923 (citation omitted). "The standard for reviewing all substantive due process challenges to state statutes or municipal ordinances, including economic and social welfare legislation, is whether the ordinance bears a reasonable relationship to any legitimate interest of government. Id. Here, the statute clearly bears a reasonable relationship to South Carolina's legitimate interest in providing a legal residence (4%) special tax assessment ratio and exemption to South Carolina property owners, which includes spouses who are both domiciled in South Carolina but has no bearing on whether they live together. Therefore, there is some rational basis, and it is not unreasonable to disqualify someone who is not domiciled in South Carolina, or to disqualify an owner-occupant if his/her spouse is not domiciled in South Carolina.

2. Equal Protection

Petitioner also alleges the 4% Assessment Ratio Statute violates the Equal Protection rights of married couples under the United States and South Carolina Constitutions who are domiciled in South Carolina and another State. In particular, the Trust claims that "the statute unfairly penalizes a married couple over individuals who are unmarried and owning property in South Carolina." (Pet'r Br. 2). This claim does not support an equal protection violation. The Equal Protection Clause of the South Carolina Constitution provides:

> The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.

S.C. Const. art. I, § 3.

> Equal protection requires that 'all persons be treated alike under like circumstances and conditions, both in privileges conferred and liabilities imposed.' G.T.E. Sprint Communications v. Public Service Commission, 288 S.C. 174, 181, 341 S.E.2d 126, 129 (1986). If a classification is reasonably related to a proper legislative purpose and the members of each class are treated equally, any challenge under the equal protection clause fails. Equal protection is satisfied if: (1) the classification bears a reasonable relation to the legislative

> purpose; (2) the members of the class are treated alike under similar circumstances; and (3) the classification rests on some reasonable basis. Brown, supra. 'The fact that the classification may result in some inequity does not render it unconstitutional.'

Skyscraper Corp. v. County of Newberry, 323 S.C. 412, 417, 475 S.E.2d 764, 766 (1996).

An equal protection analysis begins with the determination of the level of scrutiny to apply. Luckabaugh, 351 S.C. 122, 139-40, 568 S.E.2d 338, 346-47 (2002). Strict scrutiny is applied if the law involves a suspect classification, which are generally based on race, alienage, national origin, sex or illegitimacy. Id. (citations omitted). Petitioner's argument is based on couples who are married and one spouse is not domiciled in South Carolina. This is not a suspect classification, so the rational basis test applies.

For equal protection challenges, the rational basis test is satisfied when: (1) the classification bears a reasonable relation to the legislative purpose sought to be affected; (2) the members of the class are treated alike under similar circumstances and conditions; and (3) the classification rests on some reasonable basis. Denene at 92, 596 S.E.2d at 920 (citations omitted). "'The determination of whether a classification is reasonable is initially one for the legislative body and will be sustained if it is not plainly arbitrary and there is a reasonable hypothesis to support it.'" Luckabaugh at 149, 568 S.E.2d at 352 (citation omitted). Here, the reasonable hypothesis is the South Carolina General Assembly chose to confer a benefit on an owner-occupant and his/her spouse, so long as both are domiciled in South Carolina. The General Assembly did not sweepingly alienate married couples who simply do not live together as Petitioner asserts, but instead, South Carolina chose to confer the benefit of legislative grace to owner-occupants and their spouses, so long as both are domiciled in South Carolina.

Notwithstanding the Trust's contentions, the 4% Assessment Ratio Statute applies to married couples, on one qualifying residence in South Carolina, as long as they are South

Carolina residents – whether they live separate or apart. For instance, a married couple could live in Charleston County and Richland County, own houses in both Counties, and be domiciled separately in each County. Notwithstanding the other conditions of the statute, if the married couple applies for the 4% Assessment Ratio for their home in Charleston County and not Richland, the Charleston County home would qualify for the 4% Assessment Ratio. All married couples who are legal residents of South Carolina whether living separate or together qualify for the 4% Assessment Ratio for one property, and therefore, are treated the same.

In addition, an owner-occupant whose spouse does not live in South Carolina but is domiciled in South Carolina would qualify for the 4% Assessment Ratio. However, spouses who live apart and only one spouse lives in South Carolina and the other spouse is domiciled in a state other than South Carolina would not qualify for the 4% Assessment Ratio. No one within each classification is treated differently and there are no facts in the record to support any other conclusion. In order to prove an equal protection violation, a party must show that similarly situated persons received disparate treatment. TNS Mills, Inc. v. S.C. Dep't of Revenue, 331 S.C. 611, 626, 503 S.E.2d 471, 479 (1998).

The Trust's chief complaint is that the statute imposes a higher *ad valorem* real property tax burden on spouses who live apart and are domiciled in South Carolina and another state compared to spouses who live apart but are domiciled in South Carolina. (Pet'r Br. 5). "The equal protection clause does not require that mathematical symmetry be attained between benefits received and payment for those benefits." Ex parte Yeargin, 295 S.C. 521, 525, 369 S.E.2d 844, 845-46 (1988). "'When social or economic legislation is at issue the Equal Protection Clause allows the states wide latitude, and the Constitution presumes that even improvident decisions will eventually be rectified by the democratic processes.'" Denene at 91,

596 S.E.2d at 920. Additionally, the "constitutional guaranty of equal protection of the laws requires that all persons shall be treated alike under like circumstances and conditions, both in the privileges conferred and in the liabilities imposed. . . .The equal protection guaranty is intended to secure equality of protection not only for all, but against all similarly situated." Luckabaugh at 147, 568 S.E.2d at 351(citing Thompson v. S.C. Comm'n on Alcohol and Drug Abuse, 267 S.C. 463, 229 S.E.2d 718, 722 (1976)).

Petitioner contends that Mrs. Early's disqualification from receiving the 4% Assessment Ratio "ignore[s] the South Carolina Constitution's allowance of women to hold property in their own names and to not be subsumed to the identity of their spouse by requiring spouses to be domiciled together by virtue of marriage alone." (Pet'r Br. 7 – 8). However, Petitioner is simply upset that Mrs. Early does not qualify for an exemption that courts have characterized as "legislative grace." (See Centex, 406 S.C. 132, 140, 750 S.E.2d 65, 68 (2013); CFRE, L.L.C. v. Greenville County Assessor, 395 S.C. 67, 74, 716 S.E.2d 877, 881 (2011)). Nothing in the statute undermines women's rights to hold and own property or treats men differently from women. In fact, the statute refers generically to "the owner-occupant's spouse" without regard to whether the owner-occupant is a man or woman.

Petitioner argues that the "County's denial by Mrs. Early of her application punishes her and treats her differently and unequally from spouses who do in fact live full time with each other." (Pet'r Br. 6). This statement mischaracterizes the statute. The law disqualifies spouses from the exemption when he or she has a legal residence in a jurisdiction other than South Carolina for any purpose. S.C. Code Ann. § 12-43-220(c)(2)(ii) requires a taxpayer to certify that "I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose." In addition, the statute defines "a member of my household" as

"the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant." Again, just because spouses do not live together does not disqualify one or both from the exemption. It is the fact that the owner-occupant's spouse claims legal residence in a jurisdiction other than South Carolina for any purpose. Under the statute, an owner-occupant's spouse may claim a legal residence other than that of the owner-occupant, as long as that legal residence is in the jurisdiction of South Carolina.

Accordingly, there is no valid equal protection claim. In this case, Mrs. Early is not treated differently because she is married, but instead, she does not qualify for the 4% Assessment Ratio because her spouse is not domiciled in South Carolina. Petitioner states that if Mrs. Early were to legally separate from her husband or divorce him, she would qualify for the 4% assessment ratio. (Pet'r Br. 6). In the same vein, if Mrs. Early's husband made South Carolina his domicile – and did not claim legal residence in any other jurisdiction for any purpose, she would equally qualify. Even by Petitioner's own admission by virtue of its citation and reference to "Williams v. North Carolina, 63 S.Ct. 207 (1942) (each state has a rightful and legitimate concern in the marital statue of persons domiciled within its borders), the Legislature has chosen to confer a special benefit on married persons domiciled in South Carolina. Here, the fact that the statute allows the 4% Assessment Ratio to couples domiciled in South Carolina is a permissible application of South Carolina's legitimate concern in the marital status of persons domiciled in South Carolina.

II. PETITIONER DOES NOT MEET THE ELEMENTS FOR THE TAX EXEMPTION.

The Trust mistakenly believes that the denial of the "Application is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility under the statute". (Pet'r

Br. 2). As a prerequisite to qualify for the special tax treatment, the otherwise qualifying taxpayer must certify to the following statement:

> Under penalty of perjury I certify that:
>
> (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and **that neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose;** . . . .

S.C. Code Ann. § 12-43-220(C)(2)(ii).

By the Trust's own admission, it cannot meet this standard. "The burden of proving the entitlement to an exemption is on the party asserting the exemption." Bovain v. Canal Ins., 383 S.C. 100, 110, 678 S.E.2d 422, 427 (2009). "In general, exemptions are an act of legislative grace and, as such, they are to be strictly and reasonably construed. See State v. Life Ins. Co., 254 S.C. 286, 293-94, 175 S.E.2d 203, 206-07 (1970) (noting exemptions are provided as an act of legislative grace and are to be construed strictly; a party must meet the specified conditions to obtain the benefit conferred by the exemption)." Id. "The words used in legislation 'must be given their plain and ordinary meaning without resort to subtle or forced construction to limit or expand [their] operation.'" Hitachi Data Sys. Corp. v. Leatherman, 309 S.C. 174, 178, 420 S.E.2d 843, 846 (1992); see Owen Indus. Prods., Inc. v. Sharpe, 274 S.C. 193, 195, 262 S.E.2d 33, 34 (1980) (stating the general rule that a statutory exemption "must be given its plain, ordinary meaning and must be construed strictly against the claimed exemption"); State v. Hood, 49 S.C.L. (15 Rich.) 177, 185 (1868) ("Every exemption must be couched in such plain and unambiguous language as to satisfy the Court beyond doubt that the Legislature intended to create the exemption. Such a right can never arise by mere implication, and all laws granting the exemption are to be most strictly construed."). Id. (citation omitted). When a statute's terms are clear and unambiguous on its face, there is no room for statutory construction and a court must

apply the statute according to its literal meaning. Centex Int'l, Inc. v. S.C. Dep't of Revenue, 406 S.C. 132, 139, 750 S.E.2d 65, 68 (2013)(citing Sloan v. Hardee, 371 S.C. 495, 498, 640 S.E.2d 457, 459 (2007)).

Here, the language clearly and unambiguously excludes a taxpayer from receiving the 4% Assessment Ratio if a member of the taxpayer's household, including a spouse (not legally separated), does not claim legal residence in South Carolina for any reason. Since the statutory language is clear and unambiguous, it must be given its plain and ordinary meaning. Therefore, it is permissible for the statute to disqualify Petitioner from receiving the 4% Assessment Ratio because Mrs. Early's spouse is a legal resident of a jurisdiction other than South Carolina. To allow otherwise, would violate a constitutionally valid State law.

Notwithstanding the legislature's clear intent behind the 4% Assessment Ratio, Petitioner argues that "[g]enerally, the taxpayer should receive the benefit in cases of doubt." (Pet'r Br. 8). However, that is an incomplete statement of the law that does not apply to tax exemption statutes. Petitioner cites to S.C. Nat'l Bank v. S.C. Tax Comm'n, 297 S.C. 279, 376 S.E.2d 512 (1989). The full quote reads, "In the enforcement of tax statutes, the taxpayer should receive the benefit in cases of doubt." Id. However, Petitioner fails to distinguish between the "enforcement of tax statutes" generally and the construction of tax exemption statutes.

The "South Carolina Supreme Court's policy is "to strictly construe a tax credit against the taxpayer as it is a matter of legislative grace." Centex, 406 S.C. 132, 140, 750 S.E.2d 65, 68 (2013)(emphasis added). Interlaced with standard canons of statutory construction is the Court's policy of strictly construing tax exemption statutes against the taxpayer. CFRE, L.L.C. v. Greenville County Assessor, 395 S.C. 67, 74, 716 S.E.2d 877, 881 (2011). Further, this rule of strict construction means that constitutional and statutory language will not be strained or

liberally construed in the taxpayer's favor. Id. However, courts will not search for an interpretation in the taxing authority's favor where the plain and unambiguous language leaves no room for construction. Id. "It is only when the literal application of the statute produces an absurd result will [courts] consider a different meaning." Id.

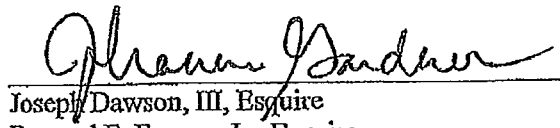
S.C. Code Ann. § 12-43-220 is a tax exemption statute that authorizes a special (4%) legal residence assessment ratio if an owner-occupant meets specific qualifications as dictated by the South Carolina General Assembly. The General Assembly has made it a requirement that an owner-occupant's spouse claim legal residence only in South Carolina. Under South Carolina law, this requirement must be strictly construed against Petitioner and cannot be limited or liberally construed in favor of the taxpayer/Petitioner. Therefore, Petitioner does not qualify for the exemption.

CONCLUSION

For the reasons stated, Respondent asks this Court to dismiss Petitioner's claim and uphold the Charleston County Board of Assessment Appeals and the Charleston County Assessor's denial of the application for the 4% Assessment Ratio by the Petitioner.

Respectfully submitted:

CHARLESTON COUNTY ASSESSOR



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Attorneys for Respondent

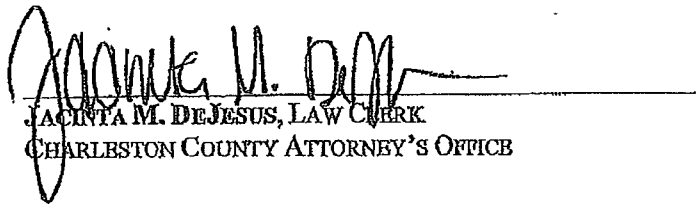
Charleston, South Carolina
August 27, 2015

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust,	)	Docket No. 15-ALJ-17-0184-CC
	)	
Petitioner,	)	
	)	
vs.	)	**CERTIFICATE OF SERVICE**
	)	
Charleston County Assessor,	)	
	)	
Respondent.	)	
	)	

I certify that I served a true and correct copy of the **Brief of Respondent** upon Petitioner James F. Early Trust, by depositing a copy of the same in the United States Mail, postage prepaid, on August 27, 2015, addressed to its attorney of record as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars& Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, South Carolina 29464



JACINTA M. DEJESUS, LAW CLERK
CHARLESTON COUNTY ATTORNEY'S OFFICE

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	)	**DOCKET NO. 15-ALJ-17-0184-CC** **PETITIONER'S MOTION TO RECONSIDER**

TO: THE HONORABLE RALPH KING ANDERSON, III
ADMINISTRATIVE LAW JUDGE

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 29(D) of the South Carolina Administrative Law Court Rules and Rule 59(e) of the South Carolina Rules of Civil Procedure, the Plaintiff, James F. Early Trust, will move before the Honorable Ralph King Anderson, III, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order modifying or reversing the Court's Order dated October 20, 2015, and received on October 21, 2015, by counsel for the Plaintiff, James F. Early Trust, based upon the Court's ruling dismissing this appeal for lack of subject matter jurisdiction. A copy of the Order is attached hereto as Exhibit "A." The General Assembly has established that this Court is the only venue to address an appeal from a county board of assessment appeals. S.C. Code Ann. §12-60-2540 (1976, as amended). By ruling that this Court has no jurisdiction to hear this matter, the Petitioner is left without an administrative remedy and no procedure to appeal the determination of the Charleston County Board of Assessment Appeals. The General Assembly established the procedure for this type of appeal to go directly to this Court for the express purpose of ruling on any appellate matter as a contested case before this Court. *See* S.C. Code Ann. §12-60-3310, et

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OCT 29 2015
SC ADMIN. LAW COURT

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seq., establishing the procedure for such an appeal. This Court's Order of October 20, 2015, robs the Petitioner of the statutory procedural rights guaranteed by the General Assembly.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

Pursuant to Rule 11 SCRCP, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

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Attorneys for the Petitioner

Mt. Pleasant, South Carolina
October 29, 2015

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served on the following counsel by depositing same in via Overnight Delivery Service, fees prepaid, to counsel at the following address on this the 29th Day of October, 2015:

The Honorable Ralph King Anderson, III
Administrative Law Judge
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Bernard E. Ferrara, Esq.
Johanna S. Gardner, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
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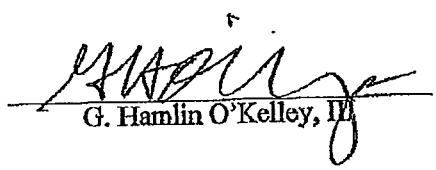

G. Hamlin O'Kelley, III

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OCT 29 2015
SC ADMIN. LAW COURT

EXHIBIT "A"

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	)	Docket No. 15-ALJ-17-0184-CC **FINAL ORDER AND DECISION**

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

FACTS/PROCEDURAL BACKGROUND[1]

On June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court (Property) on Kiawah Island in Charleston County, South Carolina. The Property is further identified by Charleston County tax map parcel identification number 265-13-00-015. Mary Early is a resident of South Carolina and lives full-time at the Property. James Early, on the other hand, is a resident of, and domiciled in, Connecticut. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. However, on December 26, 2012, James and Mary Early, as joint tenants with rights of survivorship, conveyed the Property to James Early and Mary Early as tenants in common by virtue of a Quitclaim Deed dated December 26, 2012 and recorded December 27, 2012. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of the James F. Early 2012 Trust Agreement by virtue of a Title to Real Estate dated December 26, 2012 and recorded December 27, 2012. Based on the conveyances, James Early owns no interest in the Property. Mary Early

[1] On May 27, 2015, the parties filed a Stipulation of Facts. The facts above are included in that stipulation.

claims that she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early, individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application (Application) in the name of the James F. Early Trust to the Assessor for the 4% assessment ratio. On May 6, 2014, the Assessor denied the Trust's Application, because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Board issued its decision denying Petitioner's Application and affirming the decision of the Assessor. On April 20, 2015, Petitioner filed a Request for a Contested Case with this Court.

DISCUSSION

Petitioner is challenging the denial of the Application on constitutional and due process grounds. Petitioner argues that the "member of my household" language in S.C. Code Ann. § 12-43-220(c)(2)(ii)(A), (iii)(A) (2014) violates both the Due Process and Equal Protection Clauses under the United States and South Carolina Constitutions.[2] Petitioner asserts that "the General Assembly makes [Mr. Early] a 'member of the household' by a stroke of the pen [and so] creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster." However, this Court is without subject matter jurisdiction to hear and decide facial challenges to the constitutionality of statutes. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality thereof).

Petitioner alleges that "[t]he Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of [Section 12-43-220(c)(2)(ii), (iii)(A)]. Petitioner also later argues that the tax exemption statute "must be given its plain ordinary meaning" and that "the taxpayer should receive the benefit in cases of doubt." However, Petitioner does not specify how the Assessor and Board applied the statutory provisions in an unconstitutional manner or even offer an alternative interpretation of the provisions. Rather,

[2] It is noteworthy that S.C. Code Ann. § 12-43-220(c)(2)(iii) defines "a member of my household" "[f]or purposes of subitem (ii)(B)" of subsection (c). However, the phrase "a member of my household" is included in both subitems (ii)(B) and (ii)(A) of subsection (c). Because it would lead to absurd results to apply the definition of "a member of my household" under subitem (iii) to only subitem (ii)(B), the Court finds it reasonable to also apply this definition to subitem (ii)(A) as well.

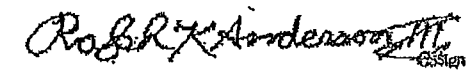
Petitioner argues at length about the unconstitutionality of the statutory provisions themselves and the implications of this "attempt by the General Assembly to close a tax loophole." For instance, Petitioner asserts that the General Assembly has "create[d, with its definition 'member of household,'] a class of newly divorced couples so that the former spouse who lives in South Carolina full time would qualify for the 4% assessment ratio . . ." and this has "plac[ed] an undue burden on couples who are similarly situated to the Earlys who are validly married yet domiciled in different states." According to Petitioner, it is this change by the General Assembly to the definition "a member of my household" in Section 12-43-220(c)(2)(iii)(A) that "violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895." Indeed, Petitioner specifically states that it is "[t]he definition of 'member of household' in the act [that] g[ave] rise to this appeal . . . ."

Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.

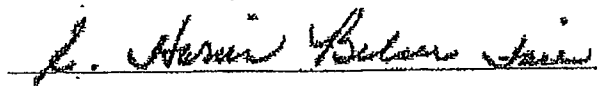


Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
DEC 22 2015
SC Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III
Administrative Law Judge

Case No. 15-ALJ-17-0184-CC

James F. Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

NOTICE OF APPEAL

James F. Early Trust hereby appeals the Orders of the Honorable Ralph King Anderson, III, dated November 13, 2015, and October 20, 2015, copies of which are attached hereto. The Appellant received a copy of the Order on Reconsideration on November 15, 2015.

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Mt. Pleasant, South Carolina
Dec 15, 2015

Attorneys for the Appellant James F. Early Trust

{00707084.DOC}

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

RECEIVED
DEC 22 2015
SC Court of Appeals

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	)	Docket No. 15-ALJ-17-0184-CC **ORDER ON RECONSIDERATION**

FILED
November 13, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) pursuant to Petitioner James F. Early Trust's (Petitioner) Motion to Reconsider this Court's dismissal of the action challenging the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner's application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).[1] The Court dismissed Petitioner's case based on a lack of subject matter jurisdiction, because Petitioner brought a facial challenge to the constitutionality of Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014).[2]

DISCUSSION

Petitioner argues that this case should not have been dismissed, because pursuant to S.C. Code Ann. § 12-60-2540 (2014), the General Assembly established the ALC as the only venue to address an appeal from a county board of assessment appeals. Petitioner also cites to S.C. Code Ann. § 12-60-3310, et seq. (2014) as establishing that these matters are to be heard before this Court as contested cases. Petitioner argues that by ruling that this Court had no jurisdiction to hear this matter, it deprived Petitioner of an administrative remedy and the procedure by which to obtain review of the Board's decision, a right which the General Assembly has guaranteed.

---

1 The Assessor declined to file a response to Petitioner's Motion to Reconsider.

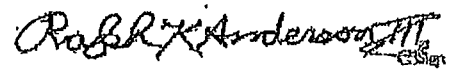
2 Petitioner appears to request that the Court hear oral argument in this case, and Petitioner states that its "Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing." However, this Court usually does not hear oral argument on Motions to Reconsider. Pursuant to Rule 39 of the Rules of Procedure for the Administrative Law Court (ALC Rules), "[i]n the discretion of the administrative law judge, oral argument may not be required." The Court finds that oral argument is not necessary to resolve the issue in this case.

The Court agrees with Petitioner that the General Assembly has established this Court as the venue to hear as contested cases appeals from county boards of assessment appeals. The Court also has no desire to deprive any party of an administrative remedy or any procedural rights guaranteed by the General Assembly. However, in order to invoke its remedy or rights, Petitioner must make arguments that this Court can consider. Petitioner instead made a facial constitutional challenge to Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014), the type of argument that this Court is without jurisdiction to decide. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality of the statutes or regulations themselves).[3] Therefore, the Court had no choice but to dismiss Petitioner's case.

ORDER

IT IS THEREFORE ORDERED that Petitioner's Motion to Reconsider is **DENIED.**

AND IT IS SO ORDERED.



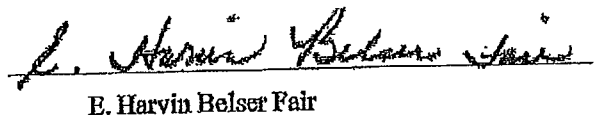
Ralph King Anderson, III
Chief Administrative Law Judge

November 13, 2015
Columbia, South Carolina

[3] It is noteworthy that Petitioner failed to address the Court's basis for dismissal in its Motion to Reconsider.

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

November 13, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	Docket No. 15-ALJ-17-0184-CC FINAL ORDER AND DECISION

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

FACTS/PROCEDURAL BACKGROUND[1]

On June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court (Property) on Kiawah Island in Charleston County, South Carolina. The Property is further identified by Charleston County tax map parcel identification number 265-13-00-015. Mary Early is a resident of South Carolina and lives full-time at the Property. James Early, on the other hand, is a resident of, and domiciled in, Connecticut. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. However, on December 26, 2012, James and Mary Early, as joint tenants with rights of survivorship, conveyed the Property to James Early and Mary Early as tenants in common by virtue of a Quitclaim Deed dated December 26, 2012 and recorded December 27, 2012. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of the James F. Early 2012 Trust Agreement by virtue of a Title to Real Estate dated December 26, 2012 and recorded December 27, 2012. Based on the conveyances, James Early owns no interest in the Property. Mary Early

[1] On May 27, 2015, the parties filed a Stipulation of Facts. The facts above are included in that stipulation.

claims that she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early, individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application (Application) in the name of the James F. Early Trust to the Assessor for the 4% assessment ratio. On May 6, 2014, the Assessor denied the Trust's Application, because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Board issued its decision denying Petitioner's Application and affirming the decision of the Assessor. On April 20, 2015, Petitioner filed a Request for a Contested Case with this Court.

DISCUSSION

Petitioner is challenging the denial of the Application on constitutional and due process grounds. Petitioner argues that the "member of my household" language in S.C. Code Ann. § 12-43-220(c)(2)(ii)(A), (iii)(A) (2014) violates both the Due Process and Equal Protection Clauses under the United States and South Carolina Constitutions.[2] Petitioner asserts that "the General Assembly makes [Mr. Early] a 'member of the household' by a stroke of the pen [and so] creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster." However, this Court is without subject matter jurisdiction to hear and decide facial challenges to the constitutionality of statutes. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality thereof).

Petitioner alleges that "[t]he Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of [Section 12-43-220(c)(2)(ii), (iii)(A)]. Petitioner also later argues that the tax exemption statute "must be given its plain ordinary meaning" and that "the taxpayer should receive the benefit in cases of doubt." However, Petitioner does not specify how the Assessor and Board applied the statutory provisions in an unconstitutional manner or even offer an alternative interpretation of the provisions. Rather,

---

[2] It is noteworthy that S.C. Code Ann. § 12-43-220(c)(2)(iii) defines "a member of my household" "[f]or purposes of subitem (ii)(B)" of subsection (c). However, the phrase "a member of my household" is included in both subitems (ii)(B) and (ii)(A) of subsection (c). Because it would lead to absurd results to apply the definition of "a member of my household" under subitem (iii) to only subitem (ii)(B), the Court finds it reasonable to also apply this definition to subitem (ii)(A) as well.

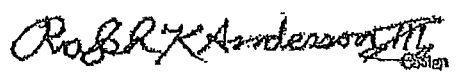
Petitioner argues at length about the unconstitutionality of the statutory provisions themselves and the implications of this "attempt by the General Assembly to close a tax loophole." For instance, Petitioner asserts that the General Assembly has "create[d, with its definition 'member of household,'] a class of newly divorced couples so that the former spouse who lives in South Carolina full time would qualify for the 4% assessment ratio . . ." and this has "plac[ed] an undue burden on couples who are similarly situated to the Earlys who are validly married yet domiciled in different states." According to Petitioner, it is this change by the General Assembly to the definition "a member of my household" in Section 12-43-220(c)(2)(iii)(A) that "violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895." Indeed, Petitioner specifically states that it is "[t]he definition of 'member of household' in the act [that] g[ave] rise to this appeal . . . ."

Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.



Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).

E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

Docket No. 15-ALJ-17-0104-CC
Parcel No. 265-13-00-015
James F. Early Trust

Sept 6, 2013: Legal Residence 4% Special Assessment Application sent by Ms. Maria Kiehling Brees, Esquire.

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

September 6, 2013

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

BY HAND T. Williams
DATE 9.9.2013

RECEIVED
2013 SEP -9 AM 9:2
CHARLESTON COUNTY
ASSESSOR'S OFFICE

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Pam Meeke
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Pam:

Our firm represents Mrs. Mary E. Early, the current owner of 206 Sand Fiddler Court, the above-referenced property (the "Property"). Enclosed please find the following documents:

- Attachment A – Legal Residence 4% Special Assessment Application
- Attachment B – SC Form 2848 Power of Attorney
- Attachment C – South Carolina Driver's License – Mary E. Early
- Attachment D – Connecticut Driver's License – James F. Early
- Attachment E – South Carolina Voter Registration – Mary E. Early
- Attachment F – South Carolina Vehicle Registrations – Mary E. Early
- Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
- Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
- Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
- Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early)
- Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
- Attachment L – James F. Early 2012 Trust Agreement

The enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as

{00378454.DOC}

Attachment A

Legal Residence 4% Special Assessment Application

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

{00378453.DOCX}

BK N 349PG201

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that I, **MILDRED RUSSELL WILLIAMS** (hereinafter referred to as "Grantor"), in the State aforesaid, for and in consideration of the sum of THREE MILLION SEVEN HUNDRED SIXTY-TWO FIVE HUNDRED AND NO/100 ($3,762,500.00) DOLLARS, to me in hand paid at and before the sealing of these presents, and by **JAMES F. EARLY AND MARY EARLY** (hereinafter referred to as "Grantees"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), the following real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY EXPRESS REFERENCE.

Being the same property conveyed to the Grantor herein by deed of Willis S. Hesselroth, dated May 17, 1999, and recorded in Book W-326, Page 497, Charleston County RMC Office.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their heirs and assigns forever.

TMS# 265-13-00-015

GRANTEE'S ADDRESS:

38 Hunting Hill Road

Woodbridge, CT 06525

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their heirs and assigns forever, against myself and my heirs, executors and administrators, and against every person whomsoever lawfully claiming, or to claim the same or any part hereof.

BK N 349PG202

WITNESS my Hand and Seal this 14 day of June, in the year of our Lord, two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Claire C. Wright

Darla O. Walls

Mildred Russell Williams
By Leonard Krawcheck Attorney in fact (SEAL)
MILDRED RUSSELL WILLIAMS, BY
LEONARD KRAWCHECK, MY ATTORNEY
IN FACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 14 day of June, 2000, by MILDRED RUSSELL WILLIAMS, BY LEONARD KRAWCHECK, MY ATTORNEY IN FACT.

Darla O. Walls (SEAL)
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 1-11-09

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 - 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO, at Page 169, in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

(1) All covenants, obligations, restrictions and limitations contained in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, recorded in Book T-108, Page 338; Book M-114, Page 406; Book T-108, Page 337; Book M-114, Page 407; Book O-125, Page 163; Book K-139, Page 58; Book R-210, Page 748; Book R-210, Page 759; Book Z-124, Page 305; Book T-108, Page 339; Book E-183, Page 345; Book H-184, Page 338; Book M-191, Page 671; Book F-183, Page 307.

(2) Covenant and restriction that no residence or dwelling be constructed with less than 2,000 square feet of total enclosed dwelling area, and 1500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

(3) Said property is conveyed subject to all easements construction/improvements, setbacks and other building/use criteria as shown on the aforesaid plat.

(4) The Zoning ordinances of the County of Charleston, SC.

(5) In those instances where a lagoon is adjacent to a property line, the said property will be conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said lot line adjoining the lagoon in favor of Kiawah Resort Associates, its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, its successors and assigns.

BK N 349PG204

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Date of Transfer of Title
June 15, 2000

AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Mildred Russell Williams TO James F. Early and Mary Early ON June 14, 2000.
3. Check one of the following: The deed is:
(a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)____subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)____EXEMPT from the deed recording fee because:

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $3,762,500.00.
(b)____The fee is computed on the fair market value of the realty which is n/a
(c)____The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a

5. Check YES_____ or NO___x___ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.

6. The DEED Recording Fee is computed as follows:
(a)$3,762,500.00 the amount listed in Item #4 above
(b)_____ the amount listed on Item #5 above (no amount, please zero)
(c)$3,762,500.00 subtract Line 6(b) from Line 6(a) and place the result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

_____
Grantor or Grantee or Legal Representative
Eric J. Davidson
(Printed Name)

SWORN to before me this
15th day of June 2000.

_____
Notary Public for State of: _____
My Commission expires: _____

ZAN SOREN DEITZ
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
QUALIFIED IN CHARLESTON COUNTY
COMMISSION EXPIRES JUNE 21, 2005

BK N 349PG205

Davidson
Bennett
&Wigger
ATTORNEYS AT LAW
125 WAPPOO CREEK DRIVE
CHARLESTON, SC 29412

FILED
N349-201
2000 JUN 16 PM 2:04
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	9782.50
County Fee	9138.75
Postage	
TOTAL	13,931.25

A

RECEIVED FROM RMC
JUN 20 2000
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TMS VERIFIED
BMC MLM
DTD 6/20/00

Charles 00-549 MS

Addendum 1

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

Mail Original application to: Charleston County Assessor's Office
PO Box 427, Charleston SC, 29402-0427
Telephone: (843) 958-4100
WWW.CHARLESTONCOUNTY.ORG

DO NOT FAX
DO NOT E-MAIL

Tax Year Date 3/30/2010 OffRep:

NAME & MAILING ADDRESS OF PROPERTY OWNER	PROPERTY LOCATION AND LEGAL DESCRIPTION
Mary Early 206 Sand Fiddler Ct Kiawah Island, SC 29455	206 Sand Fiddler Ct Kiawah Island house Acres:

(PLEASE CORRECT MAILING ADDRESS IF NECESSARY)

Application must be filed with the Assessor before the first penalty date for the preferenced taxes due (by January 15th)

1. ADDRESS of owner's primary legal residence: 206 Sand Fiddler Ct, Kiawah Is 29455
   Date applicant began to occupy the property: 1/1/2010
2. Type of residence: ☒ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ Separate Parcel on Yard
   ☐ Mobile Home Decal # _____ Do you own the land the mobile home is on? ☐ No ☐ Yes
3. Charleston County precinct # in which registered to vote: _____
4. Is this property rented for any period of time during the year? ☒ No ☐ Yes # of days rented? _____
5. Is this property subject to vacation rental or a lease agreement? ☒ No ☐ Yes If YES, provide details.
6. Is any part of this property (commercial, apartment, lot, mobile home, etc.) rented or used by someone other than the owner? ☒ No ☐ Yes If yes, describe: _____
7. Is the property held in trust? ☒ No ☐ Yes IF YES, Is the property occupied as a residence by the income beneficiary of the trust? ☐ No ☐ Yes IF YES – Attach copy of ENTIRE trust documents
8. Is this property heir's property? ☒ No ☐ Yes State relationship to owner: _____
9. Do you file a South Carolina State Resident income tax return? ☐ No ☒ Yes (If no, attach explanation)
10. Do you, your spouse or any of your dependents maintain another residence in this or any other County or State? ☐ No ☒ Yes If yes, list address, state & county 35 Hopping Hill Ct Lot 015525 Lacrosse Wyo
11. Address of owner's PREVIOUS residence? (list address, state & county). 35 Hopping Hill Ct Lot 015525 Lacrosse Wyo
    Did you own your previous residence? ☐ No ☒ Yes IF YES, Was this property qualified for any type of residential exemption? ☒ No ☐ Yes Has it been sold? ☒ No ☐ Yes Date Sold _____ (W Remains Will-P)

REQUIRED: PROVIDE COPIES OF CHARLESTON COUNTY VEHICLE REGISTRATION(S) AND S. C. DRIVERS LICENSE OR ID FOR EACH OWNER/OCCUPANT REFLECTING CURRENT ADDRESS. IF MILITARY, PROVIDE COPY OF ORDERS. APPLICATIONS WITHOUT PROOF OF RESIDENCY WILL NOT BE QUALIFIED.

"Under the penalty of perjury, I certify that (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment made allowed by this section." For purposes of item, "a member of my household" means: (A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and (B) any child under the age of eighteen years old of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return. IF A PERSON SIGNS THE CERTIFICATION OBTAINS THE 4% RESIDENT ASSESSMENT RATE, AND IS THEREAFTER FOUND NOT ELIGIBLE, OR THEREAFTER LOSES ELIGIBILITY AND FAILS TO NOTIFY THE ASSESSOR WITHIN SIX MONTHS, A PENALTY IS IMPOSED. (SEE REVERSE)

REQUIRED – Owner/Occupant's Signature:	REQUIRED – Spouse's Signature: Required if legally married OR Co-Owner's Signature: If Occupant.
Signature: Mary M Early	Signature: [illegible]
*SSN: [redacted] Date: 3/30/2010	*SSN: [redacted] Date: 3/30/2010
Home: [redacted] Office	Home: [redacted] Office
Phone: [redacted] Cell	Phone: [redacted] Cell

UPDATED ASST

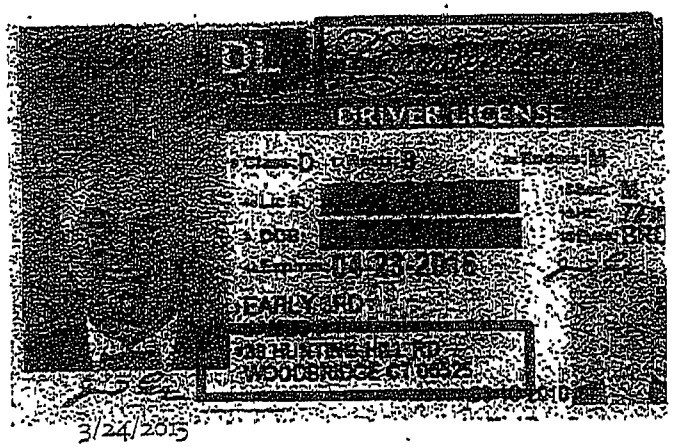
For office use only: 19-12/02/09 Rev. 08/2010 PID# 265-13-00-015

Approved: ☒ Yes ☐ No

FILING THIS APPLICATION DOES NOT DELAY PAYMENT OF TAXES, PER SC LAW TAXES ARE DUE BY THE DATE ON THE BILL (USUALLY JAN.15TH OR THE FIRST WORKING DAY THEREAFTER). PENALTIES AND INTEREST WILL NOT BE WAIVED FOR LATE PAYMENT.

3/24/2015

Addendum 2



3/24/2015

REGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only. REFUNDS REQUIRE A DIFFERENT FORM

MAIL Original application to: Charleston County Assessor's Office
DO NOT FAX. PO Box 427, Charleston SC, 29402-0427
DO NOT E-MAIL. Telephone: (843) 958-4100

2013 Office Use Only: 9-9-2013 Office Use Only: by Hand T. Williams

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
[illegible]	204 Sand Piddler Court Mount Pleasant, SC [illegible]
(CORRECT THE ADDRESS IF NECESSARY)	OR: [illegible]

CALL 843-958-4100 (option # 5) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU MUST ANSWER ALL QUESTIONS ON THIS APPLICATION AND PROVIDE ALL REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: 204 Sand Piddler Court, Mount Pleasant, SC 29464
2. Date owner-occupant(s) began to occupy the property: [illegible]
3. Type of residence: ☐ Single family ☐ Duplex ☐ Condominium ☐ Condo ☐ Unit in a separate parcel used as a "land" ☐ Mobile home (Provide decal ____) If Mobile home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property held in a trust? ☐ No ☐ Yes If YES attach copy of ENTIRE trust and any related documents. Please [illegible] If the property is held in a trust is the property occupied by a current income beneficiary of the trust? ☐ No ☐ Yes
5. Is the property owned by a "single member" Limited Liability Corporation (LLC)? ☐ No ☐ Yes If YES provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property rented to a family member, relative or friend for any ☐ No ☐ Yes If YES attach copy of rental contract
7. Is the property rented for any period of time during the year? ☐ No ☐ Yes If YES # of days rented: ____
8. Is any part of the property (condominium, apartment, lot, mobile home, etc.) rented OR used/leased for business purposes? ☐ No ☐ Yes Please provide address and details of rental: ____
9. Do you have roommate(s)? ☐ No ☐ Yes If YES attach copy(ies) and called to plan office
10. For all persons the following, permanently present and relation (No to applicant (other) [illegible]
11. Please check appropriate box: A) Married ☐ B) Widowed ☐ C) Legally separated ☐ D) Divorced ☐ E) Never Married ☐
12. A) Address of your PRINCIPAL residence (Street, City, County, State, Country): 30 Dunham Road, Woodbridge, CT 06525
B) Source's permanent address (if different from A): Same
13. A) Did you own your family's residence? ☐ No ☐ Yes If YES was it taken away? ☐ No ☐ Yes If YES Reason: [illegible]
[illegible] jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any member of your household* own/use a residential any other property (City, County, State or Country) for any purpose? ☐ No ☐ Yes If YES attach explanation. Please see attached explanation
15. Do you, your spouse, or any member of your household* own another residence(s) in the United States or in other country? ☐ No ☐ Yes If YES list all addresses (Street, City, County, State, Country) (attach extra sheet if necessary): Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE ALL APPLICABLE ITEMS OR EXPLANATION FOR MISSING ITEMS – SEE INSTRUCTIONS

A) Copy(ies) of Driver's License(s) OR SC Identification card(s) showing current address (proof of owner-occupant's primary place).
B) Copy(ies) of Vehicle Registration(s) showing current address (for all owner-occupants and spouse) – if you drive a company car provide explanation.
C) Copy(ies) of most recent Federal 2012 Tax Return(s) (Form 1040 or 1040A) OR SC Form 1120 applicable AND SC Other State Income Tax Return(s) (if owner-occupant AND spouse). Include income, social security & account/routing numbers – see instructions for how to redact.
D) Copy of SC Voter Registration Card (form of owner-occupant AND spouse).
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the Military and who provide a copy of Military Leave/Orders (LES, current YTD income statement – see instructions).
G) If answered questions 4, 5, 6, 8 or 9 as YES, CALL 843-958-4100 option 5 to discuss what documentation is needed to support those actions.
If any required proof or information is missing, the application will not be processed. Go ahead and complete the application. If questions arise or other proof or information may be required, (if so, you will be contacted).

YOU WILL BE NOTIFIED IN WRITING OF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner of the property shall provide information required in the application and shall certify to the following statement: 'Under penalty of perjury I certify that (A) the information which is the subject of this application is true and correct to the best of my knowledge and belief; (B) the owner of this property is not an owner of any "household" claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (C) that neither I, nor a member of my "household", claim this property as a residence in a state allowed by this section or another residence." If a person signs the certificate in accordance with the foregoing provisions, and it is determined that he has willfully stated a material matter falsely, he shall be guilty of perjury and shall be subject to the penalty imposed by law."

*Member of a household is defined on the back of this application.

RECORDED: Owner-Occupant's Signature
Signature: Mary E. Eadie
Mary E. Eadie, Homeowner and Petitioner
Print: [redacted]
Date: [redacted] Date: 8/21/13
Phone #: [redacted] Phone #: ____

ACKNOWLEDGED: Co-Owner/Co-Applicant (Spouse, Co-Owner, Co-Applicant, Co-Trustee and not a tenant) – Not Required
OR ☐ Co-Owner/Co-Applicant of property
Signature: [illegible]
Print Name: [illegible] Jessica F. Eadie
SSN: [redacted] Date: 8-21-13
Phone: [redacted]

For office use only: Approved: ☐ Yes ☐ No By: PINE 255-13-00-015

Applicants must file this with the Assessor before the first penalty date for the payment of taxes (typically January 15th).
Filing this application does not allow you to delay paying taxes that have been billed.
Taxes are DUE by the date on the bill (typically January 15th) – PENALTIES AND INTEREST CANNOT BE WAIVED IF THE PAYMENT IS LATE.
Revised April 2013

20

4

RMC Bk 0295 Pg 826 : pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED
(Prepared without benefit of title examination)

WHEREAS, **Mildred Russell Williams**, conveyed the below described property to **James F. Early and Mary Early** as joint tenants with rights of survivorship and not as tenants in common recorded in Book N349, page 201 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, **James F. Early and Mary Early** wish to forever sever the joint tenancy and now wish to hold the below described property as tenants in common,

KNOW ALL MEN BY THESE PRESENTS, that **James F. Early and Mary Early as joint tenants with rights of survivorship and not as tenants as common,** in the State aforesaid, for/and in consideration of the sum of Five and No Dollars and 00/100 DOLLARS ($5.00), to them in hand paid at and before the sealing of these Presents by **James F. Early and Mary Early**, in the State aforesaid, the receipt whereof is hereby acknowledged have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **James F. Early and Mary Early**, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

TMS Number: 265-13-00-015

Address of Grantee(s): 206 Sand Fiddler Court
Kiawah Island, SC 29455

This is the same property conveyed to the Grantor(s) by deed of conveyance from Mildred Russell Williams, dated June 14, 2000 and recorded on June 16, 2000, in Book N349, page 201, in the RMC Office for Charleston County, South Carolina.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **James F. Early and Mary Early**, their heirs and assigns, forever.

{00301241.DOC}

RMC Bk 0299 Pg 826 : Pg 2 *

WITNESS our Hands and Seals this 20th day of December, in the year of our Lord Two Thousand and Twelve and in the Two Hundred and Thirty-Seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

James F. Early

Witness #2

Mary Early

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by James F. Early and Mary Early this 20th day of December, 2012.

(SEAL)
Notary Public for South Carolina
My commission expires:

MARIA E. KIEHLING
Notary Public for South Carolina
My Commission Expires Feb. 7, 2016

{00301241.DOC}

EXHIBIT A

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 – 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51, Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO at Page 169 in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully and at large appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

This conveyance is made subject to the following:

1. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

2. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 406 and amended in Book N615, page 451, in the R.M.C. Office, as may be further amended.

3. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. Dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

4. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. Executed by Kiawah Island Community Association, Inc. And Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 407 in the R.M.C. Office.

5. Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O 125, page 163 in the R.M.C. Office.

6. Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K 139, page 58 in the R.M.C. Office.

{00301241.DOC}

7. Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 748 in the R.M.C. Office.

8. Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 258, in the R.M.C. Office.

9. Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the R.M.C. Office, and re-recorded in Book S287, page 404 in the R.M.C. Office.

10. Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, recorded May 26, 2000, in Book H348, page 383, in the R.M.C. Office.

11. Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the R.M.C. Office.

12. Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the R.M.C. Office.

13. Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the R.M.C. Office.

14. Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the R.M.C. Office.

15. First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 759 in the R.M.C. Office.

16. Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z 124, page 305 in the R.M.C. Office.

{00301241.DOC}

17. Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 271, in the R.M.C. Office.

18. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z 175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC, dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F 183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for recording recorded in Book J 198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, Page 601, in the RMC Office for Charleston County.

19. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N 215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

20. Class "A" Covenants for Single-Family Residential Areas in Kiawah Island executed by Kiawah Island Company, Inc., dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 339, in the R.M.C. Office, as from time to time may be amended by instruments of record.

21. In those instances where a lagoon is adjacent to a property line of the lot hereby conveyed, the said property is conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said property line adjoining the lagoon in favor of Kiawah Resort Associates, L.P., its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, L. P., its successors and assigns.

22. Covenant and restriction that no residence or dwelling be constructed thereon with less than 2,000 square feet of total enclosed dwelling area, and a minimum of 1,500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

23. Easements, construction/improvement setbacks and other building/use criteria, as shown on the aforesaid plat recorded in Plat Book CO at page 169, in the R.M.C. Office.

{00301241.DOC}

24. Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book B 183, page 345 in the R.M.C. Office, as amended by instruments dated May 10,1989, and recorded in Book H 184, page 338 in the R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M 191, page 671 in the R.M.C. Office, and as further amended by instrument recorded in Book R293, page 445 in the R.M.C. Office and as may be further amended from time to time.

25. The restriction that the property conveyed hereby may not be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et. Seq. S. C. Code (1976), as amended, without the express, written consent of Kiawah Resort Associates, L.P., its successors and assigns.

26. Zoning ordinance of the Town of Kiawah Island.

27. Development Agreement executed by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated as of October 12, 2005, and recorded October 20, 2005, in Book Z558, page 004, and amended in Book C570, page 595, in the R.M.C. Office, as amended.

28. Right-of-way Easement for Underground Equipment (Sand Fiddler Court) executed by and between Kiawah Resort Associates, L.P. and recorded in Book V234, at Page 130, in the R.M.C. Office for Charleston County, S.C.

29. Right-of-way Easement recorded in Book V234, at Page 151, in the R.M.C. Office for Charleston County, S.C.

30. Assessment as may become due and payable.

31. Charleston County, S.C., ad valorem taxes for 2013, a lien but not yet due and payable, and ad valorem taxes for all subsequent years.

{00301241.DOC}

RMC Bk 0299 Pg 826 :: pg 7 #

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred is located at 206 Sand Fiddler Court, Kiawah Island bearing Charleston, County Tax Map Number 265-13-00-015 was transferred by **James F. Early and Mary Early as JTWROS to James F. Early and Mary Early as Tenants in Common** on December 26, 2012.

3. Check one of the following: The deed is

(a)____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) X exempt from the deed recording fee because (See Information section of affidavit): Exemption #12- Quitclaim (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $
(b)____ The fee is computed on the fair market value of the realty which is $_____.
(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $ _____.

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here:
(b) Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)
(c) Subtract line 6(b) from Line 6(a) and place result here:

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Legal Representative

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than onethousand dollars or imprisoned not more than one year, or both.

Legal Representative
Buist, Byars & Taylor, LLC

Sworn to before me this 27TH
day of December, 2012

Notary Public for South Carolina
My Commission Expires: 10-22-22

{00301241.DOC}

NANCY KELLER
Notary Public, South Carolina
My Commission Expires
October 22, 2022

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
BUIST, BYARS, & TAYLOR, LLC
662 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date:	December 27, 2012
Time:	4:00:29 PM

Book	Page	DocType
0299	826	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

RMC BK 0299 Pg 826 : pg 8 #

MAKER:
EARLY JAMES F AL

RECIPIENT:
EARLY JAMES F AL

Note:

# of Pages: 8

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 3.00
Postage	$ -
Chattel	$ -
TOTAL	$ 13.00

DRAWER	Drawer 1
CLERK	KLH

Original Book:

Original Page:

RECEIVED FROM RMC
JAN - 2 2013
PEGGY A. MCSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKD
DATE 1/2/13
31

0299 Book | 826 Page | 12/27/2012 Recorded Date | 8 # Pgs

Original Book | Original Page | D Doc Type | 16:00:29 Recorded Time

RMC Bk 0299 Pg 827 : pg 1 *

BP0299827

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Title to Real Estate
(Prepared without Benefit of Title Examination)

KNOW ALL MEN BY THESE PRESENTS, that I, **James F. Early,** in the State aforesaid, for/and in consideration of the sum of FIVE AND 00/100 DOLLARS ($5.00) to me in hand paid at and before the sealing of these Presents by **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** all of my fifty percent (50%) right, title and interest of, in and to, the following described property to wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION

TMS Number: 265-13-00-015

Address of Grantee: 206 Sand Fiddler Court
Kiawah Island, SC 29455

THIS BEING a portion of the same property conveyed from Mildred Russell Williams to James F. Early and Mary Early by deed of conveyance dated June 14, 2000 and recorded on June 16, 2000 in Book N349 at Page 201 in the RMC Office for Charleston County; and THIS ALSO BEING a portion of the same property conveyed from James F. Early and Mary Early as joint tenants with rights of survivorship to James F. Early and Mary Early as tenants in common dated and recorded simultaneously herewith in the RMC Office for Charleston County.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** its successors in trust and assigns, forever.

AND the undersigned does hereby bind himself and his heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** its successors in trust and assigns, against the undersigned and his heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

{00301272.DOC}

RMC Bk 0299 Pg 827 : Pg 2 *

WITNESS my Hand and Seal this 26th day of December, in the year of our Lord Two Thousand Twelve and in the Two Hundred and Thirty-Seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness # 1

James F. Early

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by James F. Early, this 26th day of December, 2012.

(SEAL)
Notary Public for South Carolina
My commission expires:

MARIA E. KIEHLING
Notary Public for South Carolina
My Commission Expires Feb. 7, 2015

{00301272.DOC}

RMC BK 0299 Pg 827 : Pg 3 #

Exhibit "A"

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 – 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51, Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO at Page 169 in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully and at large appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

This conveyance is made subject to the following:

1. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

2. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 406 and amended in Book N615, page 451, in the R.M.C. Office, as may be further amended.

3. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. Dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

4. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. Executed by Kiawah Island Community Association, Inc. And Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 407 in the R.M.C. Office.

5. Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O 125, page 163 in the R.M.C. Office.

6. Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island

RMC Bk 0299 Pg 827 : Pg 4 *

Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K 139, page 58 in the R.M.C. Office.

7. Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 748 in the R.M.C. Office.

8. Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 258, in the R.M.C. Office.

9. Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the R.M.C. Office, and re-recorded in Book S287, page 404 in the R.M.C. Office.

10. Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, recorded May 26, 2000, in Book H348, page 383, in the R.M.C. Office..

11. Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the R.M.C. Office.

12. Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the R.M.C. Office.

13. Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the R.M.C. Office.

14. Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the R.M.C. Office.

15. First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 759 in the R.M.C. Office.

16. Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z 124, page 305 in the R.M.C. Office.

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17. Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 271, in the R.M.C. Office.

18. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z 175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights , Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC, dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F 183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for recording recorded in Book J 198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, Page 601, in the RMC Office for Charleston County.

19. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N 215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

20. Class "A" Covenants for Single-Family Residential Areas in Kiawah Island executed by Kiawah Island Company, Inc., dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 339, in the R.M.C. Office, as from time to time may be amended by instruments of record.

21. In those instances where a lagoon is adjacent to a property line of the lot hereby conveyed, the said property is conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said property line adjoining the lagoon in favor of Kiawah Resort Associates, L.P., its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, L. P., its successors and assigns.

22. Covenant and restriction that no residence or dwelling be constructed thereon with less than 2,000 square feet of total enclosed dwelling area, and a minimum of 1,500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

23. Easements, construction/improvement setbacks and other building/use criteria, as shown on the aforesaid plat recorded in Plat Book CO at page 169, in the R.M.C. Office.

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24. Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E 183, page 345 in the R.M.C. Office, as amended by instruments dated May 10,1989, and recorded in Book H 184, page 338 in the R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M 191, page 671 in the R.M.C. Office, and as further amended by instrument recorded in Book R293, page 445 in the R.M.C. Office and as may be further amended from time to time.

25. The restriction that the property conveyed hereby may not be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et. Seq. S. C. Code (1976), as amended, without the express, written consent of Kiawah Resort Associates, L.P., its successors and assigns.

26. Zoning ordinance of the Town of Kiawah Island.

27. Development Agreement executed by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated as of October 12, 2005, and recorded October 20, 2005, in Book Z558, page 004, and amended in Book C570, page 595, in the R.M.C. Office, as amended.

28. Right-of-way Easement for Underground Equipment (Sand Fiddler Court) executed by and between Kiawah Resort Associates, L.P. and recorded in Book V234, at Page 130, in the R.M.C. Office for Charleston County, S.C.

29. Right-of-way Easement recorded in Book V234, at Page 151, in the R.M.C. Office for Charleston County, S.C.

30. Assessment as may become due and payable.

31. Charleston County, S.C., ad valorem taxes for 2013, a lien but not yet due and payable, and ad valorem taxes for all subsequent years.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property known as 206 Sand Fiddler Court, Kiawah Island, SC, is being transferred **BY James F. Early to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement** on December 7th, 2012.

3. Check one of the following: ***The DEED is***

(a)___subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)___subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c)_X__EXEMPT from the deed recording fee because of (Exemption # 8 – Transfer to Trusts)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

(a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $.

(b)____ The fee is computed on the fair market value of the realty which is $.

(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $.

6. The DEED Recording Fee is computed as follows:

(a)__-0- the amount listed in item 4 above

(b)__-0- the amount listed in item 5 above (no amount place zero) 0

(c)__-0- Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, we state that we are responsible people who are connected with the transaction as: Legal Representative

8. We understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

LEGAL REPRESENTATIVE CONNECTED WITH THIS TRANSACTION
BUIST, BYARS & TAYLOR, LLC

Sworn to before me this 27th day of December, 2012.

Nancy Keller

Notary Public for South Carolina
My Commission Expires: 10-22-22

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NANCY KELLER
Notary Public, South Carolina
My Commission Expires
October 22, 2022

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
BUIST, BYARS, & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date:	December 27, 2012
Time:	4:01:14 PM

Book	Page	DocType
0299	827	Deed

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0299 Pg 827 : pg 8 *

MAKER:
EARLY JAMES F

RECIPIENT:
EARLY MARY TR AL

Original Book:

Original Page:

Note:

# of Pages: 8

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 3.00
Postage	$ -
Chattel	$ -
TOTAL	$ 13.00

DRAWER	Drawer 1
CLERK	KLH

AUDITOR STAMP HERE
RECEIVED FROM RMC
JAN - 2 2013
PEGGY A. MCSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKD
DATE 1/2/13
42

0299 Book | 827 Page | 12/27/2012 Recorded Date | 8 # Pgs

Original Book | Original Page | D Doc Type | 16:01:14 Recorded Time

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427

Docket No. 16-ALJ-17-0184-CC
Parcel No. 265-13-00-015
James F. Early Trust

May 6, 2014: Notice of Classification Appraisal & Assessment of Real Estate sent indicating the taxpayer is not entitled to Legal Residence 4% Special Assessment for Tax Year 2013

843.958.4100

NOTICE OF CLASSIFICATION APPRAISAL & ASSESSMENT OF REAL ESTATE

May 6, 2014

Ms. Marla Kiehling Brees
652 Coleman Blvd. Ste. 200
Mt. Pleasant, SC 29464

Re: PID: 2013/265-13-00-015
Owner: Early, Mary and James F. Early Trust
Location: 206 Sand Fiddler Court

Dear Ms. Brees:

In accordance with your client's appeal of the denial of the 4% Legal Residence Assessment Ratio for tax year 2013 our office reviewed your request and determined that they are not entitled to the 4% Legal Residence Special Assessment for that year. In the event you wish to appeal the denial of the exemption for 2013, S.C. Code Ann. § 12-60-2530 provides the following:

> "(A) Within thirty days after the date of the county assessor's response provided in Section 12-60-2520, a property taxpayer may appeal a real property tax assessment to the county board of assessment appeals. The board may rule on any timely appeal relating to the correctness of any of the elements of the property tax assessment, and also other relevant claims of a legal or factual nature..."

Thirty days from the above date is June 6, 2014. Please note that the appeal must be addressed to the Assessor in writing pursuant to S.C. Code Ann. §12-60-2530. Please note that if no response is received within 30 days, the appeal will be considered abandoned.

If we can provide additional information, please advise.

Sincerely,

Jessica DeWeerth
Classification Supervisor

Concur: _____
Toy Glennon, Charleston Assessor

CHARLESTON COUNTY
ASSESSOR'S OFFICE
2014 JUN -4 AM 9:46
RECEIVED

SCANNED
JUN 09 2014
ASTLDS

PID: 265-13-00-015

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427

101 Meeting Street, Suite 132
Charleston, SC 29401
843.958.4100

January 2, 2014

James F Early
Mary Early
206 Sand Fiddler Ct
Kiawah Island, SC 29455

RE: PID: 2013/265-13-00-015
OWNER: Early, James F Trust and Early, Mary.
LOCATION: 206 Sand Fiddler Ct

Dear: Mr. and Mrs. Early

Our office is in receipt of your application for the 4% Legal Residence special assessment for the 2013 tax year. Your application has been disapproved for the 2013 tax year for the following reasons:

Request for 4% disapproved. (29)
James Early claims residency in CT.

Pursuant to SC Code Ann. §12-43-220(c) "If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the *classification* as provided in Chapter 60 of this title." SC Code Ann. §12-60-2520(A) provides that "A property taxpayer may object to a property tax assessment made by a county assessor by requesting in writing to meet with the assessor..."

Written objection must be made to the Assessor within ninety (90) days from the date of the mailing of this notice. Ninety days from the above date is April 2, 2014.

Please note, if an appeal is not finalized before the due date on your property tax bill, you must pay your bill. Penalties and interest will apply if you do not pay your bill by the due date. They will not be waived if you fail to pay by the due date. The issuance of any adjusted bill will not remove penalties and interest. Appeal adjustments are not retroactive; however, if your appeal is finalized after the due date for taxes, a refund will be issued.

This notice is not a bill. A bill will be issued at 6% for tax year 2013 unless this notice is successfully appealed.

Sincerely,
Wanda A Query
County Services Rep.
Waq 843-958-4172
CC: File; Auditor's Office

ONBASE COPY

PID: 265-13-00-015

Lynn Carmody, Chair
Chaun Pflug, Vice Chair
Lolly A. Fabian
Joseph Good, III
Lydia Pruitt Brooks
Thomas B. Lucy, III
William Kleindienst

P. O. Box 1868
Charleston, SC 29402

CHARLESTON COUNTY
SOUTH CAROLINA

Docket No. 15-ALJ-17-0184-CC
Parcel No. 265-13-00-016
James F. Early Trust

Apr 13, 2015 Board of Assessment Appeals Decision Letter

Lisa Richart

843.958.4190
Fax: 843.958.4191

BOARD OF ASSESSMENT APPEALS

4/13/2015

CERTIFIED MAIL - RRR

Mr. G. Hamlin O'Kelley, III
652 Coleman Blvd., STE 200
Mount Pleasant, SC 29464

Re: PID#: 13/265-13-00-015
BAA#: 13-017
OWNER: JAMES F. EARLY TRUST

Dear Mr. O'Kelley, III:

In accordance with your conference before the Charleston County Board of Assessment Appeals held on 4/8/2015, concerning the above-described property, the Board has directed me to advise you of its decision. Therefore, the Board's decision is outlined in the attached "Charleston County Board of Assessment Appeals Decision", dated 4/13/2015. +30 = 5-13-15

Either the owner or the Assessor may contest this decision of the Board to the South Carolina Administrative Law Court, Edgar A. Brown Building, 1205 Pendleton Street, Suite 224, Columbia, SC 29201, within thirty (30) days after the date of the Board's written decision. A copy of the Request for Contested Case Hearing must be mailed or delivered to the other parties at the same time. The written request must contain the following:

A. The name and address of the party requesting the hearing and the issue(s) for which the hearing is requested.
B. A copy of the County Board's decision from which the contested case is being requested.
C. The relief requested.

If the Board's decision is not appealed, the Assessor must certify the final value to the County Auditor for entry upon the property tax assessment rolls.

Yours very truly,
Lynn Carmody ash
Lynn Carmody
Chair
LC/ash

SCANNED
APR 16 2015
ASTLDS

cc: Members, BAA; Toy S. Glennon, Assessor; Joseph Dawson III, County Attorney

265-13-00-015

CHARLESTON COUNTY
BOARD OF ASSESSMENT APPEALS
DECISION

OWNER:	JAMES F. EARLY TRUST
PID#:	13/265-13-00-015
BAA#:	13-017
Date of Decision:	4/13/2015
Deadline for ALC:	5/13/2015

The subject property is located at 206 Sand Fiddler Court, Kiawah Island. The Assessor's Office was represented by Ms. Toy Glennon, Charleston County Assessor. The appellant was represented by Mr. G. Hamlin O'Kelley, III, Esquire.

Ms. Glennon began by giving a brief history of the parcel pertaining to 4% Legal Residence Special Exemption. Ms. Glennon stated the subject property was purchased in June of 2000 and in 2010, 4% Legal Residence Special Exemption was granted. She stated in September of 2013, the appellant reapplied for the 4% Legal Residence Special Exemption due to a deed change and the parcel being placed into a trust established in December 2012. Ms. Glennon stated the application was denied due to the applicant's (Mrs. Mary Early) spouse driver's license being issued in the State of Connecticut. Ms. Glennon addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), where "...neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose..." She stated the applicant's spouse provided his tax returns from the State of Connecticut as well. She addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), stating in 2012 the section made a change making it clear that members of the household could not claim to be a legal resident of another jurisdiction for any purpose. Ms. Glennon also addressed relevant case law of Tolpa v. Beaufort County Assessor SCALC, 08-ALJ-17-0088-CC (2008), Ford v. Beaufort County Assessor SCALC, 09-ALJ-17-0179-CC (2010), Ford v. Beaufort County Assessor 730 S.E.2d 335, 398 S.C. 508 (S.C. App 2012), and CRFE, LLC v. Greenville County Assessor Supreme Court of SC, Op. 27032 (Aug. 29, 2011) as they pertained to this appeal and the 4% Legal Residence Special Exemption. Ms. Glennon stated that if the Mr. and Mrs. Early were legally separated, then the 4% Legal Residence Special Exemption would not have been disapproved. Due to the Earlys not being separated, the exemption was disapproved.

Mr. G. Hamlin O'Kelley, III, Esquire began by stating he represents Mrs. Mary Early for the James F. Early Trust. He stated based on ownership, the legislature discriminates against married couples. Mr. O'Kelley stated Mr. James Early does reside in Connecticut and is not an occupant of the home at 206 Sand Fiddler Court, Kiawah Island. Mr. O'Kelley stated the legislature should not base laws and statutes on the way society was in the 1880s and how marriage was viewed during that time. He stated the appellant should not be taxed higher due to the husband residing in Connecticut and not in South Carolina with the appellant. He stated Mr. Early has his law practice in Connecticut and Mrs. Early prefers to reside in South Carolina. Mr. O'Kelley stated the appellant is not legally separated from her husband and the James F. Early Trust was created to protect assets. Mr. O'Kelley stated it was unconstitutional discrimination against married couples for the 4% Legal Residence Special Exemption to be taken away due to the way marriage is viewed by the legislature.

SCANNED
APR 16 2015

After carefully considering the information presented, the Charleston County Board of Assessment Appeals concurs with the Assessor's Office pursuant to S.C. Code of Laws § 12-43-220 (c) (2) (ii). Therefore, the appellant is denied the 4% Legal Residence Special Exemption for Tax Year 2013.

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

October 29, 2015

G. HAMLIN O'KELLEY, III
ATTORNEY AT LAW
Hamlin.okelley@buistbyars.com

VIA OVERNIGHT DELIVERY

The Honorable Jana E. Cox Shealy
Clerk of the South Carolina
Administrative Law Court (SC ALC)
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Re: James F. Early Trust v. Charleston County Assessor
Docket Number 15-ALJ-17-0184-CC
File No.: 2013080018

Dear Ms. Shealy:

Enclosed please find an original and one (1) copy of the Petitioner's Motion to Reconsider in the above-referenced matter. Please file the original and return the filed-stamped copy to me in the enclosed envelope. Also enclosed is our firm's check in the amount of $50.00 as the filing fee for this Motion. By copy of this letter, I am serving same upon the Honrable Ralph King Anderson, III, Administrative Law Judge, and Bernard E. Ferrara, Jr., Esq., and Johanna S. Gardner, attorneys for the Respondent Charleston County Assessor.

mgB
ck# 5804

Should you have any questions, please feel free to contact me. With kindest regards, I remain

Sincerely,

G. Hamlin O'Kelley, III

Enclosure
cc. (w/enc.): The Honorable Ralph King Anderson, III
Bernard E. Ferrara, Jr., Esq.
Johanna S. Gardner, Esq.

FILED
OCT 29 2015
SC ADMIN. LAW COURT

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	)	**DOCKET NO. 15-ALJ-17-0184-CC** **PETITIONER'S MOTION TO RECONSIDER**

TO: THE HONORABLE RALPH KING ANDERSON, III
ADMINISTRATIVE LAW JUDGE

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 29(D) of the South Carolina Administrative Law Court Rules and Rule 59(e) of the South Carolina Rules of Civil Procedure, the Plaintiff, James F. Early Trust, will move before the Honorable Ralph King Anderson, III, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order modifying or reversing the Court's Order dated October 20, 2015, and received on October 21, 2015, by counsel for the Plaintiff, James F. Early Trust, based upon the Court's ruling dismissing this appeal for lack of subject matter jurisdiction. A copy of the Order is attached hereto as Exhibit "A." The General Assembly has established that this Court is the only venue to address an appeal from a county board of assessment appeals. S.C. Code Ann. §12-60-2540 (1976, as amended). By ruling that this Court has no jurisdiction to hear this matter, the Petitioner is left without an administrative remedy and no procedure to appeal the determination of the Charleston County Board of Assessment Appeals. The General Assembly established the procedure for this type of appeal to go directly to this Court for the express purpose of ruling on any appellate matter as a contested case before this Court. *See* S.C. Code Ann. §12-60-3310, et

FILED
OCT 29 2015
SC ADMIN. LAW COURT

seq., establishing the procedure for such an appeal. This Court's Order of October 20, 2015, robs the Petitioner of the statutory procedural rights guaranteed by the General Assembly.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

Pursuant to Rule 11 SCRCP, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

By: G. Hamlin O'Kelley, III
652 Coleman Blvd., Suite 290
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Attorneys for the Petitioner

Mt. Pleasant, South Carolina
October 29, 2015

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served on the following counsel by depositing same in via Overnight Delivery Service, fees prepaid, to counsel at the following address on this the 29th Day of October, 2015:

The Honorable Ralph King Anderson, III
Administrative Law Judge
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Bernard E. Ferrara, Esq.
Johanna S. Gardner, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405

G. Hamlin O'Kelley, III

FILED
OCT 29 2015
SC ADMIN. LAW COURT

EXHIBIT "A"

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	)	Docket No. 15-ALJ-17-0184-CC **FINAL ORDER AND DECISION**

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

FACTS/PROCEDURAL BACKGROUND[1]

On June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court (Property) on Kiawah Island in Charleston County, South Carolina. The Property is further identified by Charleston County tax map parcel identification number 265-13-00-015. Mary Early is a resident of South Carolina and lives full-time at the Property. James Early, on the other hand, is a resident of, and domiciled in, Connecticut. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. However, on December 26, 2012, James and Mary Early, as joint tenants with rights of survivorship, conveyed the Property to James Early and Mary Early as tenants in common by virtue of a Quitclaim Deed dated December 26, 2012 and recorded December 27, 2012. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of the James F. Early 2012 Trust Agreement by virtue of a Title to Real Estate dated December 26, 2012 and recorded December 27, 2012. Based on the conveyances, James Early owns no interest in the Property. Mary Early

[1] On May 27, 2015, the parties filed a Stipulation of Facts. The facts above are included in that stipulation.

claims that she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early, individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application (Application) in the name of the James F. Early Trust to the Assessor for the 4% assessment ratio. On May 6, 2014, the Assessor denied the Trust's Application, because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Board issued its decision denying Petitioner's Application and affirming the decision of the Assessor. On April 20, 2015, Petitioner filed a Request for a Contested Case with this Court.

DISCUSSION

Petitioner is challenging the denial of the Application on constitutional and due process grounds. Petitioner argues that the "member of my household" language in S.C. Code Ann. § 12-43-220(c)(2)(ii)(A), (iii)(A) (2014) violates both the Due Process and Equal Protection Clauses under the United States and South Carolina Constitutions.[2] Petitioner asserts that "the General Assembly makes [Mr. Early] a 'member of the household' by a stroke of the pen [and so] creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster." However, this Court is without subject matter jurisdiction to hear and decide facial challenges to the constitutionality of statutes. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality thereof).

Petitioner alleges that "[t]he Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of [Section 12-43-220(c)(2)(ii), (iii)(A)]. Petitioner also later argues that the tax exemption statute "must be given its plain ordinary meaning" and that "the taxpayer should receive the benefit in cases of doubt." However, Petitioner does not specify how the Assessor and Board applied the statutory provisions in an unconstitutional manner or even offer an alternative interpretation of the provisions. Rather,

[2] It is noteworthy that S.C. Code Ann. § 12-43-220(c)(2)(iii) defines "a member of my household" "[f]or purposes of subitem (ii)(B)" of subsection (c). However, the phrase "a member of my household" is included in both subitems (ii)(B) and (ii)(A) of subsection (c). Because it would lead to absurd results to apply the definition of "a member of my household" under subitem (iii) to only subitem (ii)(B), the Court finds it reasonable to also apply this definition to subitem (ii)(A) as well.

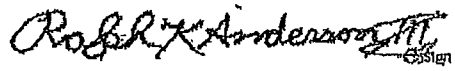
Petitioner argues at length about the unconstitutionality of the statutory provisions themselves and the implications of this "attempt by the General Assembly to close a tax loophole." For instance, Petitioner asserts that the General Assembly has "create[d, with its definition 'member of household,'] a class of newly divorced couples so that the former spouse who lives in South Carolina full time would qualify for the 4% assessment ratio . . ." and this has "plac[ed] an undue burden on couples who are similarly situated to the Earlys who are validly married yet domiciled in different states." According to Petitioner, it is this change by the General Assembly to the definition "a member of my household" in Section 12-43-220(c)(2)(iii)(A) that "violates both Due Process and Equal Protection guaranteed by both the United States Constitution and the South Carolina Constitution of 1895." Indeed, Petitioner specifically states that it is "[t]he definition of 'member of household' in the act [that] g[ave] rise to this appeal . . . ."

Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.

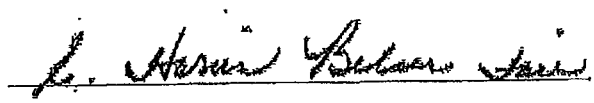


Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, vs. Charleston County Assessor, Respondent.	)	**DOCKET NO. 15-ALJ-17-0184-CC** **PETITIONER'S MOTION TO RECONSIDER**

TO: THE HONORABLE RALPH KING ANDERSON, III
ADMINISTRATIVE LAW JUDGE

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 29(D) of the South Carolina Administrative Law Court Rules and Rule 59(e) of the South Carolina Rules of Civil Procedure, the Plaintiff, James F. Early Trust, will move before the Honorable Ralph King Anderson, III, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order modifying or reversing the Court's Order dated October 20, 2015, and received on October 21, 2015, by counsel for the Plaintiff, James F. Early Trust, based upon the Court's ruling dismissing this appeal for lack of subject matter jurisdiction. A copy of the Order is attached hereto as Exhibit "A." The General Assembly has established that this Court is the only venue to address an appeal from a county board of assessment appeals. S.C. Code Ann. §12-60-2540 (1976, as amended). By ruling that this Court has no jurisdiction to hear this matter, the Petitioner is left without an administrative remedy and no procedure to appeal the determination of the Charleston County Board of Assessment Appeals. The General Assembly established the procedure for this type of appeal to go directly to this Court for the express purpose of ruling on any appellate matter as a contested case before this Court. *See* S.C. Code Ann. §12-60-3310, *et*

seq., establishing the procedure for such an appeal. This Court's Order of October 20, 2015, robs the Petitioner of the statutory procedural rights guaranteed by the General Assembly.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

Pursuant to Rule 11 SCRCP, counsel certifies that consultation would serve no useful purpose.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

By: G. Hamlin O'Kelley, III
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Attorneys for the Petitioner

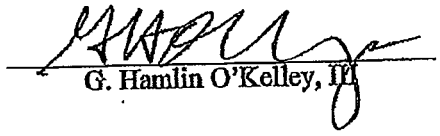
Mt. Pleasant, South Carolina
October 29, 2015

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was served on the following counsel by depositing same in via Overnight Delivery Service, fees prepaid, to counsel at the following address on this the 29th Day of October, 2015:

The Honorable Ralph King Anderson, III
Administrative Law Judge
1205 Pendleton Street, Suite 224
Columbia, SC 29201

Bernard E. Ferrara, Esq.
Johanna S. Gardner, Esq.
Charleston County Attorney's Office
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405



G. Hamlin O'Kelley, III

FILED
OCT 29 2015
SC ADMIN. LAW COURT

EXHIBIT "A"

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	)	Docket No. 15-ALJ-17-0184-CC **FINAL ORDER AND DECISION**

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

FACTS/PROCEDURAL BACKGROUND[1]

On June 15, 2000, James and Mary Early purchased 206 Sand Fiddler Court (Property) on Kiawah Island in Charleston County, South Carolina. The Property is further identified by Charleston County tax map parcel identification number 265-13-00-015. Mary Early is a resident of South Carolina and lives full-time at the Property. James Early, on the other hand, is a resident of, and domiciled in, Connecticut. On April 1, 2010, James and Mary Early submitted an application for a 4% special tax assessment ratio to the Assessor. On June 8, 2010, the Assessor qualified the Property for the special property assessment ratio. However, on December 26, 2012, James and Mary Early, as joint tenants with rights of survivorship, conveyed the Property to James Early and Mary Early as tenants in common by virtue of a Quitclaim Deed dated December 26, 2012 and recorded December 27, 2012. Further, on December 26, 2012, James Early transferred the Property to Mary Early and Paul L. Behling as Trustees of the James F. Early 2012 Trust Agreement by virtue of a Title to Real Estate dated December 26, 2012 and recorded December 27, 2012. Based on the conveyances, James Early owns no interest in the Property. Mary Early

[1] On May 27, 2015, the parties filed a Stipulation of Facts. The facts above are included in that stipulation.

claims that she owns 100% of the Property (50% individually and 50% as the income beneficiary under the Trust). The 2012 conveyance further triggered a review of the tax assessment ratio by the Assessor that resulted in a change of the tax assessment ratio from the 4% to 6%.

On August 31, 2013, Mary E. Early, individually and as Trustee, submitted a Legal Residence (4%) Special Assessment Application (Application) in the name of the James F. Early Trust to the Assessor for the 4% assessment ratio. On May 6, 2014, the Assessor denied the Trust's Application, because Mrs. Early's spouse was a legal resident of a jurisdiction other than South Carolina. The Trust appealed the Assessor's denial of its Application for the Property. On April 13, 2015, the Board issued its decision denying Petitioner's Application and affirming the decision of the Assessor. On April 20, 2015, Petitioner filed a Request for a Contested Case with this Court.

DISCUSSION

Petitioner is challenging the denial of the Application on constitutional and due process grounds. Petitioner argues that the "member of my household" language in S.C. Code Ann. § 12-43-220(c)(2)(ii)(A), (iii)(A) (2014) violates both the Due Process and Equal Protection Clauses under the United States and South Carolina Constitutions.[2] Petitioner asserts that "the General Assembly makes [Mr. Early] a 'member of the household' by a stroke of the pen [and so] creates a larger tax burden simply by virtue of marriage. This cannot pass constitutional muster." However, this Court is without subject matter jurisdiction to hear and decide facial challenges to the constitutionality of statutes. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality thereof).

Petitioner alleges that "[t]he Assessor and the Board of Assessment Appeals refused to allow Mrs. Early's appeal based upon a strict reading and interpretation of [Section 12-43-220(c)(2)(ii), (iii)(A)]. Petitioner also later argues that the tax exemption statute "must be given its plain ordinary meaning" and that "the taxpayer should receive the benefit in cases of doubt." However, Petitioner does not specify how the Assessor and Board applied the statutory provisions in an unconstitutional manner or even offer an alternative interpretation of the provisions. Rather,

[2] It is noteworthy that S.C. Code Ann. § 12-43-220(c)(2)(iii) defines "a member of my household" "[f]or purposes of subitem (ii)(B)" of subsection (c). However, the phrase "a member of my household" is included in both subitems (ii)(B) and (ii)(A) of subsection (c). Because it would lead to absurd results to apply the definition of "a member of my household" under subitem (iii) to only subitem (ii)(B), the Court finds it reasonable to also apply this definition to subitem (ii)(A) as well.

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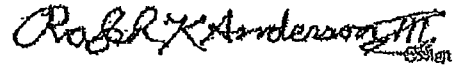
Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.



Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).

E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
DEC 22 2015
SC Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III
Administrative Law Judge

Case No. 15-ALJ-17-0184-CC

James F. Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

NOTICE OF APPEAL

James F. Early Trust hereby appeals the Orders of the Honorable Ralph King Anderson, III, dated November 13, 2015, and October 20, 2015, copies of which are attached hereto. The Appellant received a copy of the Order on Reconsideration on November 15, 2015.

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Mt. Pleasant, South Carolina
Dec 15, 2015

Attorneys for the Appellant James F. Early Trust

(00707084.DOC)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

RECEIVED
DEC 22 2015
SC Court of Appeals

The Honorable Ralph King Anderson, III
Administrative Law Judge

Case No. 15-ALJ-17-0184-CC

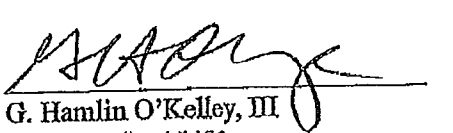
James F. Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

PROOF OF SERVICE

I hereby certify that I have served the Notice of Appeal in this matter by depositing a copy of same in the U.S. Mail, postage prepaid, on December 15, 2015, addressed to counsel of record as follows: Bernard E. Ferrara, Jr., Esq. and Johanna S. Gardner, Esq., Charleston County Attorney's Office, 4045 Bridge View Drive, North Charleston, SC 29405-7674 as well as upon the Honorable Ralph King Anderson, III, 1205 Pendleton Street, Suite 224, Columbia, SC 29201.



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Mt. Pleasant, SC 29464
(843) 856-4488

Mt. Pleasant, South Carolina
Dec 15, 2015

Attorneys for the Appellant James F. Early Trust

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

RECEIVED
DEC 22 2015
SC Court of Appeals

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	Docket No. 15-ALJ-17-0184-CC ORDER ON RECONSIDERATION

FILED

November 13, 2015

SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) pursuant to Petitioner James F. Early Trust's (Petitioner) Motion to Reconsider this Court's dismissal of the action challenging the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner's application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).[1] The Court dismissed Petitioner's case based on a lack of subject matter jurisdiction, because Petitioner brought a facial challenge to the constitutionality of Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014).[2]

DISCUSSION

Petitioner argues that this case should not have been dismissed, because pursuant to S.C. Code Ann. § 12-60-2540 (2014), the General Assembly established the ALC as the only venue to address an appeal from a county board of assessment appeals. Petitioner also cites to S.C. Code Ann. § 12-60-3310, et seq. (2014) as establishing that these matters are to be heard before this Court as contested cases. Petitioner argues that by ruling that this Court had no jurisdiction to hear this matter, it deprived Petitioner of an administrative remedy and the procedure by which to obtain review of the Board's decision, a right which the General Assembly has guaranteed.

---

1 The Assessor declined to file a response to Petitioner's Motion to Reconsider.

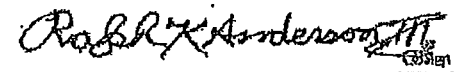
2 Petitioner appears to request that the Court hear oral argument in this case, and Petitioner states that its "Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing." However, this Court usually does not hear oral argument on Motions to Reconsider. Pursuant to Rule 39 of the Rules of Procedure for the Administrative Law Court (ALC Rules), "[i]n the discretion of the administrative law judge, oral argument may not be required." The Court finds that oral argument is not necessary to resolve the issue in this case.

The Court agrees with Petitioner that the General Assembly has established this Court as the venue to hear as contested cases appeals from county boards of assessment appeals. The Court also has no desire to deprive any party of an administrative remedy or any procedural rights guaranteed by the General Assembly. However, in order to invoke its remedy or rights, Petitioner must make arguments that this Court can consider. Petitioner instead made a facial constitutional challenge to Section 12-43-220(c)(2)(ii)(A), (iii)(A) (2014), the type of argument that this Court is without jurisdiction to decide. *See Travelscape, LLC v. S.C. Dep't of Revenue*, 391 S.C. 89, 109, 705 S.E.2d 28, 38-39 (2011) (holding that the ALC can rule on as-applied challenges to statutes or regulations but not on facial challenges to the constitutionality of the statutes or regulations themselves).[3] Therefore, the Court had no choice but to dismiss Petitioner's case.

ORDER

IT IS THEREFORE ORDERED that Petitioner's Motion to Reconsider is **DENIED.**

AND IT IS SO ORDERED.



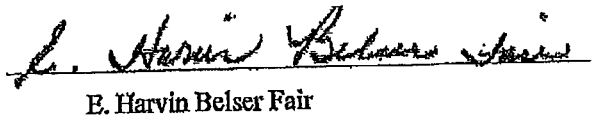
Ralph King Anderson, III
Chief Administrative Law Judge

November 13, 2015
Columbia, South Carolina

[3] It is noteworthy that Petitioner failed to address the Court's basis for dismissal in its Motion to Reconsider.

CERTIFICATE OF SERVICE

I, E. Harvin Belser Fair, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



E. Harvin Belser Fair
Judicial Law Clerk

November 13, 2015
Columbia, South Carolina

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James F. Early Trust, Petitioner, v. Charleston County Assessor, Respondent.	)	Docket No. 15-ALJ-17-0184-CC **FINAL ORDER AND DECISION**

FILED
October 20, 2015
SC ADMIN. LAW COURT

This matter comes before the South Carolina Administrative Law Court (Court or ALC) following the Charleston County Board of Assessment Appeals' (Board) decision affirming Respondent Charleston County Assessor's (Assessor) denial of Petitioner James F. Early Trust's (Petitioner) application for the 4% special tax assessment ratio provided in S.C. Code Ann. § 12-43-220(c)(2)(ii) (2014 & Supp. 2014).

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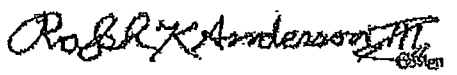
Because Petitioner has presented a facial challenge to the constitutionality of the statutory provisions at issue, the Court lacks subject matter jurisdiction to hear and decide this matter and must, therefore, dismiss it. *See McCain v. Brightharp*, 399 S.C. 240, 247, 730 S.E.2d 916, 919 (Ct. App. 2012) ("The lack of subject matter jurisdiction can be raised at any time . . . and can be raised *sua sponte* by the court.").

ORDER

IT IS THEREFORE ORDERED that this case is **DISMISSED WITH PREJUDICE.**

AND IT IS SO ORDERED.



Ralph King Anderson, III
Chief Administrative Law Judge

October 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

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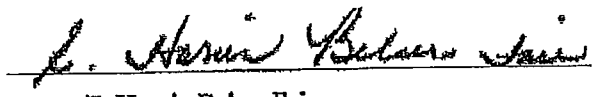


E. Harvin Belser Fair
Judicial Law Clerk

October 20, 2015
Columbia, South Carolina

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

September 6, 2013

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

BY HAND T. Williams
DATE 9.9.2013

RECEIVED
2013 SEP -9 AM 9:2
CHARLESTON COUNTY
ASSESSOR'S OFFICE

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Pam Mecke
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Pam:

Our firm represents Mrs. Mary E. Early, the current owner of 206 Sand Fiddler Court, the above-referenced property (the "Property"). Enclosed please find the following documents:

- Attachment A – Legal Residence 4% Special Assessment Application
- Attachment B – SC Form 2848 Power of Attorney
- Attachment C – South Carolina Driver's License – Mary E. Early
- Attachment D – Connecticut Driver's License – James F. Early
- Attachment E – South Carolina Voter Registration – Mary E. Early
- Attachment F – South Carolina Vehicle Registrations – Mary E. Early
- Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
- Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
- Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
- Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early)
- Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
- Attachment L – James F. Early 2012 Trust Agreement

The enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as

beneficiary and trustee of the James F. Early 2012 Trust Agreement. Neither Mr. nor Mrs. Early receive any form of legal residence or homestead exemption for any other property owned in the United States. We would assert that Mr. Early's status as a resident of the State of Connecticut has no bearing on Mrs. Early's one hundred percent (100%) ownership in the subject property and her entitlement to receive the legal residence 4% special assessment for the same.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

Attachment A

Legal Residence 4% Special Assessment Application

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only, *REFUNDS REQUIRE A DIFFERENT FORM*

MAIL Original application to: Charleston County Assessor's Office
DO NOT FAX PO Box 427, Charleston SC, 29402-0427
DO NOT E MAIL Telephone: (843) 958-4100

2013 Office Use Only: 9-9-2013 Office/Rep Use Only: by Hand T. Williams

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
EARLY JAMES F. TRUST 206 SAND FIDDLER COURT KIAWAH ISLAND, SC 29455 (CORRECT THE ADDRESS IF NECESSARY)	206 Sand Fiddler Court Osprey Beach (429) TMS# 265-13-00-015 Ofc. Use: Assoc. PIN _____ Ac _____

RECEIVED 2013 SEP 19 AM 9:2 CHARLESTON COUNTY ASSESSOR

CALL 843-958-4100 (option #1) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU *MUST* ANSWER *ALL* QUESTIONS ON THIS APPLICATION AND PROVIDE *ALL* REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: 206 Sand Fiddler Court, Kiawah Island, SC 29455
2. Date owner-occupant(s) began to occupy the property: April 2003
3. Type of residence: ☒ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ - this is a separate Parcel used as a Yard ☐ Mobile Home (Provide Decal #_____) If Mobile home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property held in a trust? ☐ No ☒ Yes If YES: attach copy of ENTIRE trust and any related documents Please see attached. If the property is held in a trust: is the property occupied by a current income beneficiary of the trust? ☐ No ☒ Yes
5. Is the property owned by a single member Limited Liability Corporation (LLC)? ☒ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property subject to a land/installment contract or bond for title? ☒ No ☐ Yes If YES: attach copy of recorded contract
7. Is the property rented for any period of time during the year? ☒ No ☐ Yes If YES: # of days rented? N/A
8. Is any part of the property (commercial, apartment, lot, mobile home, etc.) rented OR used/claimed for business purposes? ☒ No ☐ Yes Describe *(attach extra sheet if needed)* N/A
9. Do you have room-mate(s)? ☒ No ☐ Yes If YES: attach lease(s) or detailed explanation
10. For all *owners*: List full name, percent interest owned and relationship to applicant *(attach extra sheet if needed)* Mary E. Early, 100% Interest (50% individually and 50% as income beneficiary under Trust)
11. Please check appropriate box: A) Married ☒ B) Widowed ☐ C) Legally separated ☐ D) Divorced ☐ E) Never Married ☐
12. A) Address of your PREVIOUS residence. *(Street, City, County, State, Country)* 38 Hunting Hill Road, Woodbridge, CT 06525
    B) Spouse's previous address *(if different from A)*: Same
13. A) Did you own your previous residence? ☐ No ☒ Yes If YES: Has it been sold? ☒ No ☐ Yes If YES: Date sold: _____
    B) If NOT sold - Is that property qualified for any type of exemption, discount or credit, etc.? ☒ No ☐ Yes If YES: the previous taxing jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any *member of your household** claim to be a resident of any other jurisdiction *(City, County, State or Country)* for any purpose? ☐ No ☒ Yes If YES: attach explanation Please see attached explanation
15. Do you, your spouse, or any *member of your household** own another residence(s) in the United States or in another country? ☐ No ☒ Yes If YES: List ALL addresses showing City, County, State, Country *(attach extra sheet if necessary)* Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE *ALL APPLICABLE ITEMS* OR EXPLANATION FOR MISSING ITEMS – *SEE INSTRUCTIONS*

A) Copies of SC Driver(s) License(s) OR SC Identification card(s) showing current address *(for all owner-occupants AND spouse)*.
B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse)*. If you drive a company car provide registration.
C) Copies of first 2 pages of most recently filed Federal 1040 (including schedules A, C, E & Form 8829 if applicable) AND SC/Other State income tax returns – for all owner-occupants AND spouse *(redact income, social security & account/routing numbers – see instructions for how to redact)*.
D) Copies of SC Voter Registration Cards *(for all owner-occupants AND spouse)*.
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the Military must also provide a copy of Military identification card, current orders & current LES *(redact income data – see instructions)*.
G) If answers to questions 4, 5, 6, 8 or 9 are YES OR if 13 B) is checked, additional information or documents are required as noted in those sections.

If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise- other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED *IN WRITING* IF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner or his agent *shall* provide *all* information required in the application, and shall certify to the following statement: 'Under penalty of perjury I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household*, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I, nor a member of my household*, claim the special assessment ratio allowed by this section on another residence.' If a person signs the certification and obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the Assessor within six months, a penalty is imposed..."

**member of my household* is defined on the back of this application.*

REQUIRED – Owner-Occupant's Signature	REQUIRED SIGNATURE: ☐ Spouse (spouse MUST sign if applicant is married and not separated–even if spouse is NOT an owner) OR ☐ Co-Owner IF occupant of property
Signature: Mary E Early	Signature: James F Early
Print Name Legibly: Mary E. Early, Individually and as Trustee	Print Name Legibly: James F. Early
SSN: 038-28-1270 Date: 8/21/13	SSN: _____ Date: 8-21-13
Phone # 843-243-0046 Phone # _____	Phone # 203-777-7799 Phone # 203-668-1957

For office use only: Approved: ☐ Yes ☐ No By: PIN# 265-13-00-015

Applications must be filed with the Assessor before the first penalty date for the payment of taxes (typically January 15th)
FILING THIS APPLICATION DOES NOT ALLOW YOU TO DELAY PAYING TAXES THAT HAVE BEEN BILLED.
Taxes are DUE BY THE DATE ON THE BILL (Usually January 15th) - PENALTIES AND INTEREST CANNOT BE WAIVED IF THE PAYMENT IS LATE.
Revised April 8, 2013

4

Attachment B

SC Form 2848 Power of Attorney

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer Identification number
James F. Early 38 Hunting Hill Road Woodbridge, CT-06525		Plan number (If applicable)
	* Daytime telephone number (203) 777-7799	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Maria Kiehling Green c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 868-4488 Fax No. (866) 253-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 Instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

33071028

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3397

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
Mrs. Mary E. Early, individually and as Trustee 206 Sand Piddler Court Kiawah Island, SC 29455		Plan number (If applicable)
	* Daytime telephone number (843)243-0046	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Marie Kiebling Drees c/o Huist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 858-4488 Fax No. (866) 751-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 Instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, BUT NOT TO ENDORSE OR CASH refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

33071028

6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. ..... ▶ ☐

7 **Retention/Revocation of Prior Power(s) of Attorney** - The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the South Carolina Department of Revenue for the same tax matters for years or periods covered by this document.

If you do not want to revoke a prior power of attorney, check here ..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

8 **Signature of Taxpayer(s)** - If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested; otherwise, see the instructions for SC2848 concerning signature of taxpayer(s). If signed by a corporate officer, partner, guardian, tax matters partner/person, LLC members, executor, receiver, personal representative, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **The Department will not accept a Power of Attorney that is not signed.**

* Mary Early — Signature — * 7-31-13 — Date — Title (if applicable)

* Mary Early — Print Name

James Early — Signature — 7-31-13 — Date — Title (if applicable)

James F. Early — Print Name

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

▶ **The Department will not accept a Declaration of Representative that is not signed.**

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief. To wilfully furnish a false or fraudulent statement to the Department is a crime.

* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	[illegible]	9/4/13

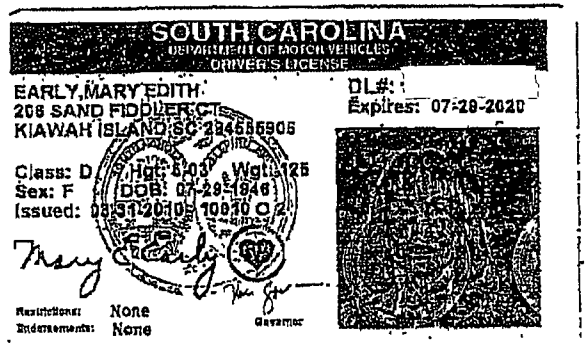
* Indicates required field.

33072026

Attachment C

South Carolina Driver's License – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015



SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES
DRIVER'S LICENSE

EARLY,MARY EDITH
208 SAND FIDDLER CT
KIAWAH ISLAND SC 29455-5905

DL#:
Expires: 07-28-2020

Class: D Hgt: 5-03 Wgt: 125
Sex: F DOB: 07-28-1946
Issued: 03-31-2010 10010 O 2

Restrictions: None
Endorsements: None

Governor

Attachment D

Connecticut Driver's License – James F. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

DRIVER LICENSE
Class: D
Restr: B
Endors: M
Sex: M
Ht: 72 in
Eyes: BRO
DOB: 04-23-1946
Expires: 04-23-2016
1 EARLY 3RD
2 JAMES F
38 HUNTING HILL RD
WOODBRIDGE CT 06525
Issued 03-16-2010

Attachment E

South Carolina Voter Registration – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Please check this card for accuracy. For any questions, call your Voter Registration office. You must present your voter registration notification, a valid South Carolina License or a photo I.D. that has been issued by the Department of Public Safety when you go to vote. You may request a duplicate notification card from your local Voter Registration Office if your original is lost or stolen.

If you move within this county, follow directions on back of notification card. If you move to another county, you must register in your new county of residence.

Congressional District	Senate	House	County Council	School District	City Council	Water Shed	Misc. 1	Misc. 2
01	41	119	09	09	24			

MARY E EARLY
206 SAND FIDDLER CT
KIAWAH ISLAND SC 29455

Your current election districts are shown above and your polling place is shown to the right. After detaching your registration notification card save this portion for reference.

STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY: CHARLESTON
PRECINCT: KIAWAH ISLAND
REG. NO: 4 919 158
REG. DATE: 03-31-2010

EARLY, MARY E
206 SAND FIDDLER CT
KIAWAH ISLAND 29455

Mary Early
SIGNATURE OF ELECTOR

FOLD HERE

SEX: F
RACE: W
DOB: 07-29-1946

VOTE AT:
ST JOHNS FIRE STATION #4
12 SORA RAIL ROAD

Marilyn W Bowers
COUNTY / STATE ELECTION OFFICIAL

Attachment F

South Carolina Vehicle Registrations – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER	IVA868	TITLE	770100259377396
PLATE CLASS	RP1	EQUIPMENT NO.	
ISSUE DATE	02/20/2013	COUNTY	10
PLATE EXP.	02/2015	VEHICLE NO.	22446822
DECAL EXP.	02/2014	FLEET NUMBER	
VIN	WDDHF7HB5AA154396		
YEAR	2010		
MAKE	MERZ		
BODY	4S		
MODEL	E63AMG		
VEHICLE TYPE	1		
EMPTY / GVW	4156 / 0		

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906 40497398

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

PEEL HERE

ABC123

PLACEMENT INSTRUCTIONS ON REVERSE

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

491 AV

EARLY, MARY, EDITH,
206 SAND FIDDLER CT
KIAWAH ISLAND, SC 294555906

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER	EWL452
PLATE CLASS	RP1
ISSUE DATE	06/06/2013
PLATE EXP.	06/2015
DECAL EXP.	06/2014
VIN	JTJHW31U672012699
YEAR	2007
MAKE	LEXS
BODY	SU
MODEL	RX400H
VEHICLE TYPE	1
EMPTY/GVW	4270/

TITLE 772060168634865A
EQUIPMENT NO.
COUNTY 10
VEHICLE NO. 19092397
FLEET NUMBER

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

43775111

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE

PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
- Buy License Plates
- Change your address
- Renew your ID card
- Replace your lost or stolen driver's license
- Get a copy of your driving record
- Pay a reinstatement fee
- View SCDMV license plate gallery
- Download SCDMV forms and driver's manual

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GYA729
PLATE CLASS RP1
ISSUE DATE 01/29/2013
PLATE EXP. 02/2015
DECAL EXP. 02/2014
VIN. 5FNRL5H9XBB038810
YEAR 2011
MAKE HOND
BODY SV
MODEL ODYSSEY
VEHICLE TYPE 1
EMPTY/GVW 4447/ 0

TITLE 772060229941614A
EQUIPMENT NO.
COUNTY 10
VEHICLE NO. 21360512
FLEET NUMBER

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

43139979

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE

ABC123

PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
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South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
-Buy License Plates
-Change your address
-Renew your ID card
-Replace your lost or stolen driver's license
-Get a copy of your driving record
-Pay a reinstatement fee
-View SCDMV license plate gallery
-Download SCDMV forms and driver's manual

Attachment G

IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Form **1040** Department of the Treasury—Internal Revenue Service (99)
U.S. Individual Income Tax Return **2012**

OMB No. 1545-0074 | IRS Use Only—Do not write or staple in this space. | See separate instructions.

For the year Jan. 1–Dec. 31, 2012, or other tax year beginning , 2012, ending , 20

Your first name and initial: James	Last name: Early	Your social security number: [redacted]
If a joint return, spouse's first name and initial: Mary	Last name: Early	Spouse's social security number: [redacted]
Home address (number and street). If you have a P.O. box, see instructions.: 38 Hunting Hill Road	Apt. no.	⚠ Make sure the SSN(s) above and on line 6c are correct.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: Woodbridge CT 06525		Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2
b ☒ Spouse
c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qual. for child tax credit (see instr.)

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who: • lived with you ___ • did not live with you due to divorce or separation (see instructions) ___
Dependents on 6c not entered above ___
Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7: 1,302,080
8a	Taxable interest. Attach Schedule B if required		8a: 150,028
b	Tax-exempt interest. Do not include on line 8a	8b: 707,187	
9a	Ordinary dividends. Attach Schedule B if required		9a: 239,818
b	Qualified dividends	9b: 119,509	
10	Taxable refunds, credits, or offsets of state and local income taxes		10: 177,117
11	Alimony received		11:
12	Business income or (loss). Attach Schedule C or C-EZ		12: 6,638
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13: -3,000
14	Other gains or (losses). Attach Form 4797		14:
15a	IRA distributions	15a: . b Taxable amount	15b:
16a	Pensions and annuities	16a: b Taxable amount	16b: 112,412
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17: 3,115,187
18	Farm income or (loss). Attach Schedule F		18:
19	Unemployment compensation		19:
20a	Social security benefits	20a: b Taxable amount	20b:
21	Other income. List type and amount Thornton & Naumes		21: 137,941
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶		22: 5,238,221

Adjusted Gross Income

23	Educator expenses	23:	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24:	
25	Health savings account deduction. Attach Form 8889	25:	
26	Moving expenses. Attach Form 3903	26:	
27	Deductible part of self-employment tax. Attach Schedule SE	27: 43,651	
28	Self-employed SEP, SIMPLE, and qualified plans	28:	
29	Self-employed health insurance deduction	29:	
30	Penalty on early withdrawal of savings	30:	
31a	Alimony paid b Recipient's SSN ▶	31a:	
32	IRA deduction	32:	
33	Student loan interest deduction	33:	
34	Tuition and fees. Attach Form 8917	34:	
35	Domestic production activities deduction. Attach Form 8903	35:	
36	Add lines 23 through 35		36: 43,651
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37: 5,194,570

COPY

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	5,194,570
	39a	Check if: [X] You were born before January 2, 1948, [ ] Blind. [X] Spouse was born before January 2, 1948, [ ] Blind. } Total boxes checked ▶ 39a 2		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $5,950 Married filing jointly or Qualifying widow(er), $11,900 Head of household, $8,700	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	702,123
	41	Subtract line 40 from line 38	41	4,492,447
	42	Exemptions. Multiply $3,800 by the number on line 6d	42	7,600
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	4,484,847
	44	Tax (see instr.). Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 elec.	44	1,514,934
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	1,514,934
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 19 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit. Attach Schedule 8812, if required — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ] — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	1,514,934
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	87,301
	57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your total tax ▶	61	1,602,235
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 — 62 424,693		
	63	2012 estimated tax payments and amount applied from 2011 return — 63 1,836,000		
	64a	Earned income credit (EIC) — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Schedule 8812 — 65		
	66	American opportunity credit from Form 8863, line 8 — 66		
	67	Reserved — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a [ ] 2439 b [X] Reserved c [ ] 8801 d [ ] 8885 — 71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72	2,260,693
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	658,458
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ [ ]	74a	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: [ ] Checking [ ] Savings		
	▶ d	Account number		
	75	Amount of line 73 you want applied to your 2013 estimated tax ▶ 75 658,458		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions) — 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ John J. LaBanca, CPA — Personal identification number (PIN) ▶ [redacted] — Phone no. ▶ 203-284-0607

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instr. Keep a copy for your records.

Your signature — Date — Your occupation: Attorney — Daytime phone number

Spouse's signature. If a joint return, both must sign. — Date — Spouse's occupation: Programmer — If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

COPY

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
John J. LaBanca, CPA				[redacted]

Firm's name ▶ John J. LaBanca, CPA — Firm's EIN ▶ [redacted]

Firm's address ▶ 27 Mulligan Dr Wallingford CT 06492 — Phone no. 203-284-0607

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2012 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 8/10/12)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2012, or fiscal tax year beginning 2012 and ending 2013

Print your first name and initial	Last name	Suff.
MARY	EARLY	
Spouse's first name, if married filing jointly	Last name	
Check if new address ☐	Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions: 206 Sand Fiddler Court	County code
City: Kiawah Island	State: SC	Zip: 29455	Area code	Daytime telephone
Check if address is outside U.S. ☐	Foreign country address including Postal code (see instructions)	

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single
(2) ☐ Married filing jointly
(3) ☒ Married filing separately. Enter spouse's SSN here: 046-36-3493
(4) ☐ Head-of-household
(5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2012 federal return ▶ 1
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2012 ▶ 1
Enter the number of taxpayers age 65 or older, as of December 31, 2012 ▶

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

[redacted]

2012

INCOME AND ADJUSTMENTS Mary Early

				Dollars	
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below		1	20,166	00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	412	00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b		00	
c	Expenses related to National Guard and Military Reserve income	c		00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d		00	
e	Other additions to income. Attach an explanation (See instructions)	e		00	
2	Add lines a through e and enter the total here. These are your total additions			2	412 00
3	Add lines 1 and 2 and enter the total here			3	20,578 00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

					Dollars
f	State tax refund, if included on your federal return	f		00	
g	Total and permanent disability retirement income, if taxed on your federal return	g		00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h		00	
i	44% of net capital gains held for more than one year (See instructions)	i		00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j		00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k		00	
l	Active Trade or Business Income deduction (See instructions)	l		00	
m	Interest income from obligations of the U.S. government	m		00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n		00	
o	Social security and/or railroad retirement, if taxed on your federal return	o		00	
p	**Caution: Retirement Deduction** (See instructions)				
p-1	Taxpayer: date of birth 07/29/46	p-1	10,000	00	
p-2	Spouse: date of birth _____	p-2		00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3		00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4		00	
q	Age 65 and older deduction (See instructions)				
q-1	Taxpayer: date of birth 07/29/46	q-1	5,000	00	
q-2	Spouse: date of birth _____	q-2		00	
r	Negative amount of federal taxable income	r		00	
s	Subsistence allowance _____ days @ $8.00	s		00	
t	Dependents under the age of 6 years on December 31 of the tax year	t		00	
u	Other subtractions (See instructions)	u		00	
4	Add lines f through u and enter here. These are your total subtractions			4	< 15,000 00
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX			5	5,578 00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6	83	00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7		00	
8	TAX on Active Trade or Business Income (Attach I-335)	8		00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9		00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX			10	83 00
11	Child and Dependent Care (See instructions)	11		00	
12	Two Wage Earner Credit (See instructions)	12		00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13		00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here			14	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here			15	83 00

30752026

Attachment H

South Carolina Department of Revenue Form SC 1040
2012 Individual Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

[redacted]

2012

Mary Early

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or SC41)		00	20 Other SC withholding (Attach Form 1099)		00
17 2012 estimated tax payments		00	21 Tuition tax credit (Attach I-319)		00
18 Amount paid with extension		00	22 Other refundable credit(s)		00
19 NR sale of real estate		00			

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334)

23 Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENT	23		00
24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25	83	00
26 USE TAX: (See instructions) ▶ 26		00	
27 Amount of line 24 to be credited to your 2013 Estimated Tax ▶ 27		00	
28 Total Contributions for Check-offs (Attach I-330) ▶ 28		00	
29 Add lines 26 through 28 and enter the total here	29		00
30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) REFUND ▶	30		00
31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31	83	00
32 Late filing and/or late payment Penalties ____ Interest ____ (See instructions) Enter total here ▶	32		00
33 Penalty for Underpayment of Estimated Tax (Attach SC2210) ▶ (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax	33		00
34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here BALANCE DUE ▶	34	83	00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card* ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for U.S. Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) ____ Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) ____ 1-17 digits

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2012 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT on its secure, confidential website www.sctax.org instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/INT information through the SCDOR website. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes [X] No ☐		Preparer's printed name: John J. LaBanca, CPA

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only			
Preparer signature		Date	Check if self-employed [X] PTIN [redacted]
Firm name (or yours if self-employed) and address and Zip Code	John J. LaBanca, CPA 27 Mulligan Dr Wallingford CT 06492	FEIN [redacted]	Phone No. 203-284-0607

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

30753024

Attachment I

Connecticut Form CT-1040NR/PY-2012
Connecticut Nonresident & Part-Year Resident Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1202110225

Form CT-1040NR/PY- 2012, Page 1 of 4

Connecticut Nonresident and Part-Year Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

MARY EARLY

N Dec. N P
N Dec. Y N

206 SAND FIDDLER CT

N CT-2210

N CT-8379 N CT-1040CRC

KIAWAH ISLAND SC 29455

JAMES EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	51435
2. Additions to federal adjusted gross income (from Schedule 1, Line 41)	2.	0
3. Add Line 1 and Line 2	3.	51435
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 52)	4.	0
5. **Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5.	51435
6. Income from Connecticut sources (from Schedule CT-SI, Line 30)	6.	0
7. Greater of Line 5 or Line 6. If less than zero, "0" is entered on Line 12.	7.	51435
8. Income tax	8.	2326
9. Line 6 divided by Line 5. If Line 6 is equal to or greater than Line 5, 1.0000 is entered.	9.	0.0000
10. Line 9 multiplied by Line 8	10.	0
11. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 61)	11.	0
12. Line 11 subtracted from Line 10. If Line 11 is greater than Line 10, "0" is entered.	12.	0
13. Connecticut alternative minimum tax (from Form CT-6251)	13.	0
14. Add Line 12 and Line 13.	14.	0
15. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	15.	0
16. **Connecticut income tax:** Line 15 subtracted from Line 14. If less than zero, "0" is entered.	16.	0
17. Individual use tax (from Schedule 3, Line 62) If no tax is due, "0" is entered.	17.	0
18. **Total tax:** Add Line 16 and Line 17.	18.	0

Clip check here. Do not staple.
Do not send W-2 or 1099 forms.

1202110225 1202110225

1022

19. Amount from Line 18 19. 0

W-2, W-2G, and 1099 Information

	Col. A - Employer's Federal ID #	Col. B - CT Wages, Tips, etc.	Sch. CT K-1	Col. C - CT Income Tax Withheld
20a.	36 - 3046063	14709		412
20b.		0		0
20c.		0		0
20d.		0		0
20e.		0		0
20f.		0		0
20g.		0		0

20h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 20h. 0

20. **Total Connecticut income tax withheld:** Amounts in Column C.	20.	412
21. All 2012 estimated tax payments and any overpayments applied from a prior year	21.	0
22. Payments made with Form CT-1040 EXT	22.	0
23. **Total payments:** Add Lines 20, 21, and 22.	23.	412
24. Overpayment: If Line 23 is more than Line 19, Line 19 subtracted from Line 23.	24.	412
25. Amount of Line 24 you want applied to your 2013 estimated tax	25.	0
26. Total contributions of refund to designated charities (from Schedule 4, Line 63)	26.	0
27. **Refund:** Lines 25 and 26 subtracted from Line 24.	27.	412

If you have not elected to direct deposit, the refund may be issued by debit card or check.

27a. Acct. type Ck. Sv. 27b. Rout. # 27c. Acct. #

27d. Refund going to a bank account outside the U.S. 27d. N

28. **Tax due:** If Line 19 is more than Line 23, Line 23 subtracted from Line 19.	28.	0
29. If late: Penalty entered. Line 28 multiplied by 10% (.10).	29.	0
30. If late: Interest entered. Line 28 multiplied by number of months or fraction of a month late, then by 1% (.01).	30.	0
31. Interest on underpayment of estimated tax (from Form CT-2210.)	31.	0
32. **Total amount due:** Add Lines 28 through 31.	32.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here
Keep a copy for your records.

Your signature	Date	Daytime telephone number
Spouse's signature (if joint return)	Date	Daytime telephone number
Paid preparer's signature / Date	Telephone number 2032840607	Preparer's SSN or PTIN
Firm's name, address, and ZIP code: JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492		FEIN

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
JOHN J. LABANCA, CPA	2032840607	04150

Schedule 1 - Modifications to Federal Adjusted Gross Income

33. Interest on state and local government obligations other than Connecticut	33.	0
34. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	34.	0
35. Reserved for future use.	35.	
36. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	36.	0
37. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	37.	0
38. Loss on sale of Connecticut state and local government bonds	38.	0
39. Domestic production activities (from federal Form 1040, Line 35)	39.	0
40. Other - specify	40.	0
41. **Total additions:** Add Lines 33 through 40.	41.	0
42. Interest on U.S. government obligations	42.	0
43. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	43.	0
44. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	44.	0
45. Refunds of state and local income taxes	45.	0
46. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	46.	0
47. 50% of military retirement pay	47.	0
48. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	48.	0
49. Gain on sale of Connecticut state and local government bonds	49.	0
50. CHET contributions Acct. #:	50.	0
51. Other - specify	51.	0
52. **Total subtractions:** Add Lines 42 through 51.	52.	0

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

53. Connecticut AGI during residency portion of taxable year	53.		0
		Col. A	Col. B
54. Qualifying jurisdiction's name and two-letter code	54.		
55. Non-Connecticut income included on Line 53 and reported on a qualifying jurisdiction's income tax return (from Schedule 2 Worksheet)	55.	0	0
56. Line 55 divided by Line 53. May not exceed 1.0000.	56.	0.0000	0.0000
57. Apportioned income tax	57.	0	0
58. Line 56 multiplied by Line 57	58.	0	0
59. Income tax paid to a qualifying jurisdiction	59.	0	0
60. Lesser of Line 58 or Line 59	60.	0	0
61. Total credit: Add Line 60, all columns.	61.		0

Schedule 3 - Individual Use Tax

62a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	62a.	0
62b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	62b.	0
62c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	62c.	0
62. Individual use tax: Add Lines 62a, 62b, and 62c.	62.	0

Schedule 4 - Contributions to Designated Charities

63a. AR	63a.	0
63b. OT	63b.	0
63c. ES/W	63c.	0
63d. BCR	63d.	0
63e. SNS	63e.	0
63f. MFRF	63f.	0
63. **Total Contributions:** Add Lines 63a through 63f.	63.	0

Taxpayer email

Department of Revenue Services
State of Connecticut
(Rev. 12/12)

Schedule CT-SI

Nonresident or Part-Year Resident
Schedule of Income From Connecticut Sources

2012

Complete this schedule if you were a nonresident or part-year resident of Connecticut and attach it to Form CT-1040NR/PY.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

See Instructions on Page 28 before completing this schedule. Complete in blue or black ink only.

Part 1 - Connecticut Income - Part-Year Residents: Complete Schedule CT-1040AW, Part-Year Resident Income Allocation. Add Columns B and D for each line of Schedule CT-1040AW and enter the totals on Lines 1 through 30 below.
Nonresidents: Enter the income received from Connecticut sources.

1. Wages, salaries, tips, etc.	1		
2. Taxable interest	2		
3. Ordinary dividends	3		
4. Alimony received	4		
5. Business income or (loss)	5		
6. Capital gain or (loss)	6		
7. Other gains or (losses)	7		
8. Taxable amount of IRA distributions	8		
9. Taxable amount of pensions and annuities	9		
10. Rental real estate, royalties, partnerships, S corporations, trusts, etc.	10		
11. Farm income or (loss)	11		
12. Unemployment compensation	12		
13. Taxable amount of social security benefits	13		
14. Other income: See instructions.	14		
15. Gross income from Connecticut sources: Add Lines 1 through 14.	15		00

Part 2 - Adjustments to Connecticut Income - Enter adjustments directly related to income reported above.

16. Educator expenses	16		
17. Certain business expenses of reservists, performing artists, and fee-basis government officials	17		
18. Health savings account deduction	18		
19. Moving expenses	19		
20. Deductible part of self-employment tax	20		
21. Self-employed SEP, SIMPLE, and qualified plans	21		
22. Self-employed health insurance deduction	22		
23. Penalty on early withdrawal of savings	23		
24. Alimony paid. Recipient's last name ▶ _____ SSN ▶ _____	24		
25. IRA deduction	25		
26. Student loan interest deduction	26		
27. Tuition and fees	27		
28. Reserved for future use	28		
29. Total adjustments: Add Lines 16 through 28.	29		
30. **Income from Connecticut sources:** Subtract Line 29 from Line 15. Enter the amount here and on **Form CT-1040NR/PY**, Line 6.	30	0	00

This reflects the information on the federal form 1040 as of November 16, 2012. Check the DRS website at www.ct.gov/DRS for any updates.

Employee Apportionment Worksheet - Complete Lines A through G only when the income from employment is earned both inside and outside Connecticut and the exact amount of Connecticut income is not known. **Do not complete Lines A through G if you know the exact amount of your Connecticut-sourced income.** See instructions, Page 32.

A. Working days (or other basis) outside Connecticut	A		
B. Working days (or other basis) inside Connecticut	B		
C. Total working days: Add Line A and Line B.	C		
D. Nonworking days (Holidays, weekends, etc.)	D		
E. Connecticut ratio: Divide Line B by Line C. Round to four decimal places.	E		
F. Total income being apportioned	F		
G. Connecticut income: Multiply Line E by Line F. Enter here and on Schedule CT-SI, Line 1.	G		

Basis, if other than working days:

1022

Department of Revenue Services
State of Connecticut
(Rev. 02/13)

Form CT-6251

Connecticut Alternative Minimum Tax Return - Individuals

2012

You must attach this form to the back of Form CT-1040 or Form CT-1040NR/PY. Complete in blue or black ink only.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If a joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

Part I – Read the instructions before you complete this form.

1. Federal alternative minimum taxable income: See instructions.	1.	51,020	00
2. Additions to federal alternative minimum taxable income: See instructions.	2.		00
3. Add Line 1 and Line 2.	3.	51,020	00
4. Subtractions from federal alternative minimum taxable income: See instructions.	4.		00
5. Adjusted federal alternative minimum taxable income: Subtract Line 4 from Line 3. If filing separately and Line 5 is more than $232,500, see instructions.	5.	51,020	00
6. Enter $78,750 if filing jointly or qualifying widow(er); $50,600 if single or head of household; or $39,375 if filing separately.	6.	39,375	00
7. Enter $150,000 if filing jointly or qualifying widow(er); $112,500 if single or head of household; or $75,000 if filing separately.	7.	75,000	00
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.	8.	0	00
9. Multiply Line 8 by 25% (.25).	9.	0	00
10. Exemption: Subtract Line 9 from Line 6. If zero or less, enter "0." If you were under age 24 at the end of 2012, see instructions	10.	39,375	00
11. Subtract Line 10 from Line 5. If more than zero, go to Line 12. If zero or less, enter "0" here and on Line 23 and skip Lines 12 through 22.	11.	11,645	00
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 31, here. If you entered an amount on Lines 2 or 4 above and: • You filed federal Form 2555 or Form 2555-EZ, see the Line 12 instructions for the amount to enter. • You completed Part III of federal Form 6251, complete Part II of this form and enter the amount from Line 42 here. All others: If Line 11 is $175,000 or less ($87,500 or less if filing separately), multiply Line 11 by 26% (.26). Otherwise, multiply Line 11 by 28% (.28) and subtract $3,500 ($1,750 if filing separately) from the result.	12.	3,028	00
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32	13.		00
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.	14.	3,028	00
15. Multiply Line 14 by 19% (.19).	15.	575	00
16. Multiply Line 5 by 5.5% (.055).	16.	2,806	00
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.	17.	575	00
18. Apportionment factor: **Residents**, enter 1.0000; **nonresidents** and **part-year residents**, see instructions.	18.		
19. Apportioned Connecticut minimum tax: Multiply Line 17 by Line 18.	19.		00
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10	20.		00
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."	21.	0	00
22. Credit for alternative minimum tax paid to qualifying jurisdictions: **Residents and part-year residents only** from Schedule A, Line 51	22.	0	00
23. Subtract Line 22 from Line 21. Enter the amount here and on Form CT-1040, Line 9, or Form CT-1040NR/PY, Line 13.	23.	0	00

1022

Attachment J

New York Form IT-203
Nonresident & Part-Year Resident Income Tax Return for 2012
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

New York State Department of Taxation and Finance

2012 **Nonresident and Part-Year Resident Income Tax Return** New York State • New York City • Yonkers

IT-203

For the year January 1, 2012, through December 31, 2012, or fiscal year beginning ..... and ending .....

For help completing your return, see the instructions, Form IT-203-I.

Your first name and middle initial	Your last name (for a joint return, enter spouse's name on line below)	Your date of birth (mm-dd-yyyy)	Your social security number
James	Early	04-23-1946	[redacted]
Spouse's first name and middle initial	Spouse's last name	Spouse's date of birth (mm-dd-yyyy)	Spouse's social security no.
			[redacted]

Mailing address (see instructions, page 13) (number and street or rural route)	Apartment number	New York State county of residence
38 Hunting Hill Road		NR

City, village, or post office	State	ZIP code	Country (if not United States)	School district name
Woodbridge	CT	06525		NR

Permanent home address (see instr., pg 13) (no. and street or rural route)	Apartment no.	City, village, or post office	School district code number

State	ZIP code	Country (if not United States)	Decedent information	Taxpayer's date of death	Spouse's date of death

A Filing status (mark an X in one box):

① [ ] Single

② [ ] Married filing joint return (enter both spouses' social security numbers above)

③ [X] Married filing separate return (enter both spouses' social security numbers above)

④ [ ] Head of household (with qualifying person)

⑤ [ ] Qualifying widow(er) with dependent child

B Did you itemize your deductions on your 2012 federal income tax return? ..... Yes [X] No [ ]

C Can you be claimed as a dependent on another taxpayer's federal return? ..... Yes [ ] No [X]

D Did you have a financial account located in a foreign country? (see pg. 14) NEW ..... Yes [ ] No [X]

E New York City part-year residents only (see page 14)

(1) Number of months you lived in NY City in 2012 .....

(2) Number of months your spouse lived in NY City in 2012 .....

F Enter your **2-character special condition code** if applicable (see page 14) .....

If applicable, also enter your **second 2-character** special condition code .....

G New York State part-year residents (see page 15)

Enter the date you moved into or out of NYS (mm-dd-yyyy) .....

On the last day of the tax year (mark an X in one box):

1) Lived in NYS .....

2) Lived outside NYS; received income from NYS sources during nonresident period .....

3) Lived outside NYS; received no income from NYS sources during nonresident period .....

H New York State nonresidents (see page 15)

Did you or your spouse maintain living quarters in NYS in 2012? ..... Yes [ ] No [X]

(If Yes, complete Form IT-203-B)

I Dependent exemption information (see page 15)

First name and middle initial	Last name	Relationship	Social security number	Date of birth (mm-dd-yyyy)

203001121022

If more than 7 dependents, mark an X in the box. [ ]

Enter your social security number [redacted]

		Federal amount (Whole dollars only)		New York State amount (Whole dollars only)
Federal income and adjustments (see page 17)				
1 Wages, salaries, tips, etc.	1	1,288,040.	1	
2 Taxable interest income	2	127,342.	2	
3 Ordinary dividends	3	239,818.	3	
4 Taxable refunds, credits, or offsets of state and local income taxes (also enter on line 24)	4	177,117.	4	62,899.
5 Alimony received	5		5	
6 Business income or loss (submit a copy of federal Sch. C or C-EZ, Form 1040)	6	6,638.	6	
7 Capital gain or loss (if required, submit a copy of federal Sch. D, Form 1040)	7	-1,500.	7	
8 Other gains or losses (submit a copy of federal Form 4797)	8		8	
9 Taxable amount of IRA distributions. Beneficiaries: mark X in box ☐	9		9	
10 Taxable amount of pensions/annuities. Beneficiaries: mark X in box ☐	10	97,703.	10	
11 Rental real estate, royalties, partnerships, S corporations, trusts, etc. (submit a copy of federal Schedule E, Form 1040)	11	3,115,187.	11	567,466.
12 Rental real estate included in line 11 (federal amount) 12				
13 Farm income or loss (submit a copy of federal Sch. F, Form 1040)	13		13	
14 Unemployment compensation	14		14	
15 Taxable amount of social security benefits (also enter on line 25)	15		15	
16 Other income (see page 22) Identify: Thornton & Naume	16	137,941.	16	
17 Add lines 1 through 11 and 13 through 16	17	5,188,286.	17	630,365.
18 Total federal adjustments to income (see page 22) Identify: SE Tax Adjustment	18	43,651.	18	7,599.
19 **Federal adjusted gross income** (subtract line 18 from line 17)	19	5,144,635.	19	622,766.
New York additions (see page 24)				
20 Interest income on state and local bonds (but not those of New York State or its localities)	20	707,187.	20	
21 Public employee 414(h) retirement contributions	21		21	
22 Other (see page 24) Identify:	22		22	
23 Add lines 19 through 22	23	5,851,822.	23	622,766.
New York subtractions (see page 27)				
24 Taxable refunds, credits, or offsets of state and local income taxes (from line 4)	24	177,117.	24	62,899.
25 Pensions of NYS and local governments and the federal government (see page 27)	25		25	
26 Taxable amount of social security benefits (from line 15)	26		26	
27 Interest income on U.S. government bonds	27		27	
28 Pension and annuity income exclusion	28	20,000.	28	
29 Other (see page 29) Identify: ES-21	29	1,917.	29	1,917.
30 Add lines 24 through 29	30	199,034.	30	64,816.
31 **New York adjusted gross income** (subtract line 30 from line 23)	31	5,652,788.	31	557,950.
32 Enter the amount from line 31, Federal amount column			32	5,652,788.
Standard deduction or itemized deduction (see page 33)				
33 Enter your **standard deduction** (table on page 33) or your **itemized deduction** (from Form IT-203-D). Mark an X in the appropriate box: ☐ Standard —or— ☒ Itemized			33	72,936.
34 Subtract line 33 from line 32 (if line 33 is more than line 32, leave blank)			34	5,579,852.
35 Dependent exemptions (not the same as total federal exemptions; see page 33)			35	
36 **New York taxable income** (subtract line 35 from line 34)			36	5,579,852.

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Name(s) as shown on page 1	Enter your social security number
James Early	[redacted]

Tax computation, credits, and other taxes (see page 34)

37 New York taxable income (from line 38 on page 2)	37	5,579,852.
38 New York State tax on line 37 amount (see page 34 and Tax computation on pages 66, 67, and 68)	38	492,143.
39 New York State household credit (page 34, table 1, 2, or 3)	39	
40 Subtract line 39 from line 38 (if line 39 is more than line 38, leave blank)	40	492,143.
41 New York State child and dependent care credit (see page 35)	41	
42 Subtract line 41 from line 40 (if line 41 is more than line 40, leave blank)	42	492,143.
43 New York State earned income credit (see page 35)	43	
44 Base tax (subtract line 43 from line 42; if line 43 is more than line 42, leave blank)	44	492,143.

45 Income percentage (see page 35) [ ] New York State amount from line 31: 557,950. ÷ Federal amount from line 31: 5,652,788. = Round result to 4 decimal places: 45 0.0987

46 Allocated New York State tax (multiply line 44 by the decimal on line 45)	46	48,575.
47 New York State nonrefundable credits (Form IT-203-ATT, line 8)	47	
48 Subtract line 47 from line 46 (if line 47 is more than line 46, leave blank)	48	48,575.
49 Net other New York State taxes (Form IT-203-ATT, line 33)	49	
50 Total New York State taxes (add lines 48 and 49)	50	48,575.

New York City and Yonkers taxes and credits

See instructions on pages 35 and 36 to compute New York City and Yonkers taxes, credits, and surcharges.

51 Part-year New York City resident tax (Form IT-360.1)	51	
52 New York City minimum income tax (Form IT-220)	52	
52a Add lines 51 and 52	52a	
52b Part-year resident nonrefundable New York City child and dependent care credit	52b	
52c Subtract line 52b from 52a	52c	
53 Yonkers nonresident earnings tax (Form Y-203)	53	
54 Part-year Yonkers resident income tax surcharge (Form IT-360.1)	54	
55 Total New York City and Yonkers taxes (add lines 52c, 53, and 54)	55	
56 Sales or use tax (See the instructions on page 36. Do not leave line 56 blank.)	56	0.

Voluntary contributions (see page 37)

57a Return a Gift to Wildlife	57a	
57b Missing/Exploited Children Fund	57b	
57c Breast Cancer Research Fund	57c	
57d Alzheimer's Fund	57d	
57e Olympic Fund ($2 or $4; see page 37)	57e	
57f Prostate Cancer Research Fund	57f	
57g 9/11 Memorial	57g	
57h Volunteer Firefighting & EMS Recruitment Fund	57h	
57 Total voluntary contributions (add lines 57a through 57h)	57	
58 Total New York State, New York City, and Yonkers taxes, sales or use tax, and voluntary contributions (add lines 50, 55, 56, and 57)	58	48,575.

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Enter your social security number [redacted]

59 Enter amount from line 58 ..... 59 48,575.

Payments and refundable credits (see page 38)

60	Part-year NYC school tax credit (also complete E on front; see page 38)	60	
61	Other refundable credits (Form IT-203-ATT, line 17)	61	
62	Total New York State tax withheld	62	
63	Total New York City tax withheld	63	
64	Total Yonkers tax withheld	64	
65	Total estimated tax payments/amount paid with Form IT-370	65	40,000.
66	**Total payments and refundable credits** (add lines 60 through 65)	66	40,000.

Submit your wage and tax statements with your return (see page 38).

Your refund, amount you owe, and account information (see pages 39 through 42)

67 **Amount overpaid** (if line 66 is more than line 59, subtract line 59 from line 66) 67

68 Amount of line 67 to be refunded 68

Mark one refund choice: ☐ direct deposit (fill in line 73) - or - ☐ debit card - or - ☐ paper check

69 Amount of line 67 that you want applied to your 2013 estimated tax (see instructions) 69

See pages 39 and 40 for information about your three refund choices.

70 Amount you owe (if line 66 is less than line 59, subtract line 66 from line 59). 70 8,575.

To pay by electronic funds withdrawal, mark this box ☐ and fill in lines 73 and 74 .....

71 Estimated tax penalty (include this amount on line 70, or reduce the overpayment on line 67; see page 40) 71

72 Other penalties and interest (see page 40) 72

See page 43 for the proper assembly of your return.

73 Account information for direct deposit or electronic funds withdrawal (see page 41).

If the funds for your payment (or refund) would come from (or go to) an account outside the U.S., mark an X in this box (see pg. 41) ..... ☐

73a Account type: ☐ Personal checking - or - ☐ Personal savings - or - ☐ Business checking - or - ☐ Business savings

73b Routing number ☐ 73c Account number ☐

74 Electronic funds withdrawal (see page 41) ..... Date ☐ Amount ☐

Third-party designee? (see instr.) Yes ☒ No ☐	Print designee's name: John J. LaBanca, CPA	Designee's phone number: 203-284-0607	Personal identification number (PIN): 04150
	E-mail:		

Paid preparer must complete (see instr.)		Date
Preparer's signature	Preparer's NYTPRIN	
Firm's name (or yours, if self-employed): John J. LaBanca, CPA	Preparer's NYTPRIN or SSN [redacted]	
Address: 27 Mulligan Dr Wallingford CT 06492	Employer identification number: 06-1360458	
	Mark an X if self-employed ☒	
E-mail:		

Taxpayer(s) must sign here	
Your signature	
Your occupation: Attorney	
Spouse's signature and occupation (if joint return)	
Date	Daytime phone number
E-mail:	

See instructions for where to mail your return.

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New York State Department of Taxation and Finance

2012

Nonresident and Part-Year Resident Itemized Deduction Schedule

IT-203-D

Submit this form with Form IT-203. See instructions for completing Form IT-203-D in the instructions for Form IT-203.

Name(s) as shown on your Form IT-203	Your social security number
JAMES EARLY	[redacted]

		Whole dollars only
1 Medical and dental expenses (federal Schedule A, line 4)	1	
2 Taxes you paid (federal Schedule A, line 9)	2	528,782.
3 Interest you paid (federal Schedule A, line 15)	3	
4 Gifts to charity (federal Schedule A, line 19)	4	145,872.
5 Casualty and theft losses (federal Schedule A, line 20)	5	
6 Job expenses / miscellaneous deductions (federal Schedule A, line 27)	6	
7 Other miscellaneous deductions (federal Schedule A, line 28)	7	
8 Enter amount from federal Schedule A, line 29	8	674,654.
9 State, local, and foreign income taxes (or general sales tax, if applicable) and other subtraction adjustments (see instructions) See Stmt 1	9	481,780.
10 Subtract line 9 from line 8	10	192,874.
11 College tuition itemized deduction (Form IT-203-B, line 2; see instructions)	11	
12 Addition adjustments (see instructions)	12	
13 Add lines 10, 11, and 12	13	192,874.
14 Itemized deduction adjustment (see instructions)	14	119,938.
15 New York State itemized deduction (subtract line 14 from line 13; enter on Form IT-203, line 33)	15	72,936.

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New York Statements

Statement 1 - Form IT-203-D - Subtraction Adjustments

Class Code	Description	Amount
	State/local/foreign taxes	$ 481,780
	Total	$ 481,780

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2012

Attachment Sequence No. 09

Name of proprietor: James Early

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): Oil & Gas

B Enter code from instructions ▶ 211110

C Business name. If no separate business name, leave blank.: Tarpon Oil & Gas

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶ 38 Hunting Hill Road

City, town or post office, state, and ZIP code: Woodbridge CT 06525

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses ▶ [X] Yes [ ] No

H If you started or acquired this business during 2012, check here ▶ [ ]

I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) [ ] Yes [X] No

J If "Yes," did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	11,832
2	Returns and allowances (see instructions)	2	
3	Subtract line 2 from line 1	3	11,832
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3	5	11,832
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	11,832

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	5,194
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	5,194
29	Tentative profit or (loss). Subtract line 28 from line 7	29	6,638
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instr. Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	6,638
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31, Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2012

DAA

James Early

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2012, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Production Tax	1,002
Production Expenses	4,192

48 Total other expenses. Enter here and on page 1, line 27 — 48: 5,194

SCHEDULE D (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR.

▶ Information about Schedule D and its separate instructions is at www.irs.gov/form1040.

▶ Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0074

2012

Attachment Sequence No. 12

Name(s) shown on return: James Early

Your social security number: [redacted]

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part I, line 2, column (d)	(e) Cost or other basis from Form(s) 8949, Part I, line 2, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I	220,825	220,108	0	717
2 Short-term totals from all Forms 8949 with box B checked in Part I	730,672	769,760	0	-39,088
3 Short-term totals from all Forms 8949 with box C checked in Part I				

4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your **Capital Loss Carryover Worksheet** in the instructions	6	(197,297)
7 **Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back	7	-235,668

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part II, line 4, column (d)	(e) Cost or other basis from Form(s) 8949, Part II, line 4, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 4, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II	30,429	43,156	0	-12,727
9 Long-term totals from all Forms 8949 with box B checked in Part II	5,469,298	5,498,383	0	-29,085
10 Long-term totals from all Forms 8949 with box C checked in Part II				

11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	635
13 Capital gain distributions. See the instructions	13	30,968
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your **Capital Loss Carryover Worksheet** in the instructions	14	(1,670,648)
15 **Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (h). Then go to Part III on the back	15	-1,680,857

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

DAA

Part III Summary

16	Combine lines 7 and 15 and enter the result	16	-1,916,525
	• If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17	Are lines 15 and 16 both gains? ☐ Yes. Go to line 18. ☐ No. Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** in the instructions ▶	19	
20	Are lines 18 and 19 **both** zero or blank? ☐ Yes. Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). **Do not** complete lines 21 and 22 below. ☐ No. Complete the **Schedule D Tax Worksheet** in the instructions. **Do not** complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) **Note.** When figuring which amount is smaller, treat both amounts as positive numbers.	21	(1,500)
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☒ Yes. Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☐ No. Complete the rest of Form 1040 or Form 1040NR.		

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment Sequence No. **12A**

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			18,958	18,955			3
Essex Finl 3226			201,867	201,153			714
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			220,825	220,108		0	717

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) James Early

Social security number or taxpayer identification number [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II **Long-Term.** Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			30,429	43,156			-12,727
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			30,429	43,156		0	-12,727

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment Sequence No. 12A

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I Short-Term. Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [ ] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [X] (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 2383			534,763	537,347			-2,584
Essex Finl 3226			195,909	232,413			-36,504
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			730,672	769,760		0	-39,088

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) Social security number or taxpayer identification number

James Early [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II Long-Term. Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [ ] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [X] (B) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
JP Morgan 7241			1,201,534	1,188,077			13,457
Schwab2383			3,122,324	3,187,194			-64,870
Schwab 7112			239,795	228,281			11,514
EssexFinl 3226			605,345	594,531			10,814
UBS 5664			190,300	190,300			0
UBS 4689			110,000	110,000			0
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			5,469,298	5,498,383		0	-29,085

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

Name(s) shown on return. Do not enter name and social security number if shown on other side. Your social security number

James Early [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see page E-7 before completing this section. ☐ Yes ☒ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	See Statement				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					3,201,510
b Totals				86,323	

30	Add columns (g) and (j) of line 29a	30	3,201,510
31	Add columns (f), (h), and (i) of line 29b	31	(86,323)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	3,115,187

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	James F Early 2007 Dynasty Tr UA	[redacted]
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see page E-8)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, line 17, or Form 1040NR, line 18	41	3,115,187
42	**Reconciliation of farming and fishing income.** Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see page E-8)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-2), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

New York Statements

Federal Schedule E, Page 2, Line 28

Name	P S	For Ptr	EIN	Not at Risk	Passive Loss	Passive Income	Nonpass Loss	Sec 179 Deduct	Nonpass Income
Early, Lucarelli, Sweeney, &	P		06-1386519		$	$	$	$ 85,366	$ 236,016
James F. Early, LLC	P		06-1568451						2,397,071
Early, Ludwick, Sweeney & Strauss	P		06-1565665						
Murphy Investments LLC	P		26-0120236						
Murphy Investments LLC	P		26-0120236						
Desert Wind Realty Investors, LLC	P		86-0906111						
Early & Strauss, LLC	P		06-1482624					957	568,423
Early $ Strauss LLC Rental	P		06-1482624						
Total					$ 0	$ 0	$ 0	$ 86,323	$3,201,510

Attachment K

Connecticut Form CT-1040
2012 Connecticut Resident Income Tax Return
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1201110226

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

JAMES EARLY N Dec.

N Dec.

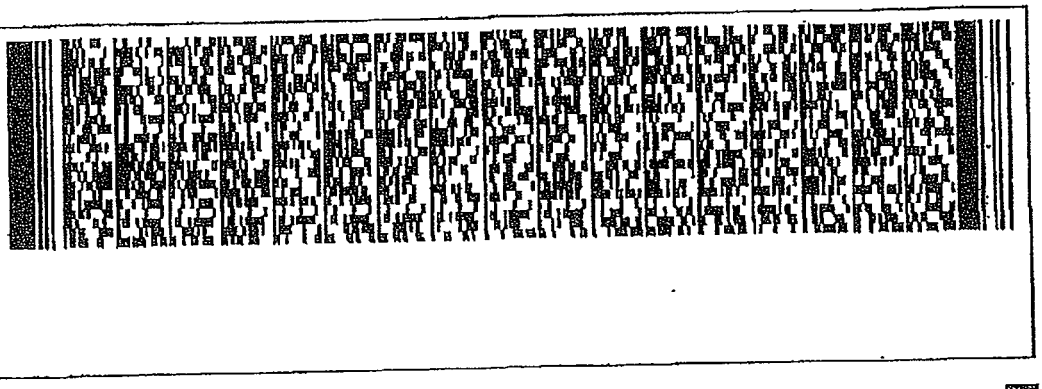
38 HUNTING HILL RD N CT-2210

N CT-8379 N CT-1040CRC

WOODBRIDGE CT 06525 MARY EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	5144635
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)	2.	490149
3. Add Line 1 and Line 2	3.	5634784
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50)	4.	177117
5. **Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5.	5457667
6. Income tax	6.	365664
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)	7.	37371
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.	8.	328293
9. Connecticut alternative minimum tax (from Form CT-6251)	9.	0
10. Add Line 8 and Line 9.	10.	328293
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)	11.	0
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.	12.	328293
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	13.	25000
14. **Connecticut income tax:** Line 13 subtracted from Line 12. If less than zero, "0" is entered.	14.	303293
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.	15.	0
16. **Total tax:** Add Line 14 and Line 15.	16.	303293

Clip check here. Do not staple. Do not send W-2 or 1099 forms.



1201110226 1201110226

1022

17. Amount from Line 16 — 17. 303293

W-2, W-2G, and 1099 Information

	Col. A - Employer or Payer's Fed. ID #	Col. B - CT Wages, Tips, etc.	Col. C - CT Income Tax Withheld
18a.	06 - 1386519	1288040	73736
18b.		0	0
18c.		0	0
18d.		0	0
18e.		0	0
18f.		0	0
18g.		0	0

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) — 18h. 0

18. **Total Connecticut income tax withheld:** Amounts in Column C.	18.	73736
19. All 2012 estimated tax payments and any overpayments applied from a prior year	19.	380000
20. Payments made with Form CT-1040 EXT	20.	0
20a. Earned income tax credit (from Schedule CT-EITC, Line 16)	20a.	0
21. **Total payments:** Add Lines 18, 19, 20, and 20a.	21.	453736
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.	22.	150443
23. Amount of Line 22 you want applied to your 2013 estimated tax	23.	150443
24. Total contributions of refund to designated charities (from Schedule 5, Line 70)	24.	0
25. **Refund:** Lines 23 and 24 subtracted from Line 22.	25.	0

If you have not elected to direct deposit, the refund may be issued by debit card or check.

25a. Acct. type Ck. Sv. 25b. Rout. # 25c. Acct. #

25d. Refund going to a bank account outside the U.S. 25d. N

26. **Tax due:** If Line 17 is more than Line 21, Line 21 subtracted from Line 17.	26.	0
27. If late: Penalty entered. Line 26 multiplied by 10% (.10).	27.	0
28. If late: Interest entered. Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).	28.	0
29. Interest on underpayment of estimated tax (from Form CT-2210)	29.	0
30. **Total amount due:** Add Lines 26 through 29.	30.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here
Keep a copy for your records.

Your signature		Date	Daytime telephone number
Spouse's signature (if joint return)		Date	Daytime telephone number
Paid preparer's signature	Date	Telephone number	Preparer's SSN or PTIN
		2032840607	[redacted]
Firm's name, address, and ZIP code	JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492		FEIN [redacted]

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
JOHN J. LABANCA, CPA	2032840607	04150

Schedule 1 - Modifications to Federal Adjusted Gross Income

31. Interest on state and local government obligations other than Connecticut	31.	490149
32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	32.	0
33. Reserved for future use.	33.	
34. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	34.	0
35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	35.	0
36. Loss on sale of Connecticut state and local government bonds	36.	0
37. Domestic production activities (from federal Form 1040, Line 35)	37.	0
38. Other - specify	38.	0
39. **Total additions:** Add Lines 31 through 38.	39.	490149
40. Interest on U.S. government obligations	40.	0
41. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	41.	0
42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	42.	0
43. Refunds of state and local income taxes	43.	177117
44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	44.	0
45. 50% of military retirement pay	45.	0
46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	46.	0
47. Gain on sale of Connecticut state and local government bonds	47.	0
48. CHET contributions Acct. #: –	48.	0
49. Other - specify	49.	0
50. **Total subtractions:** Add Lines 40 through 49.	50.	177117

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

		Col. A	Col. B
51. Modified Connecticut adjusted gross income	51.	5457667	
52. Qualifying jurisdiction's name and two-letter code	52.	NEW YORK NY	
53. Non-Connecticut income included on Line 51 and reported on a qualifying jurisdiction's income tax return	53.	557950	0
54. Line 53 divided by Line 51	54.	0.1022	0.0000
55. Income tax liability: Line 11 subtracted from Line 6.	55.	365664	0
56. Line 54 multiplied by Line 55	56.	37371	0
57. Income tax paid to a qualifying jurisdiction	57.	48575	0
58. Lesser of Line 56 or Line 57	58.	37371	0
59. Total credit: Add Line 58, all columns.	59.	37371	

Schedule 3 - Property Tax Credit

Qualifying Property	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District	WOODBRIDG		
Description of Property	38 HUNTIN		
Date(s) Paid	07152012		
Amount Paid	60. 26428	61. 0	62. 0

63. Total property tax paid: Add Lines 60, 61, and 62.	63.	26428
64. Maximum property tax credit allowed	64.	300
65. Lesser of Line 63 or Line 64.	65.	300
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.	66.	1.00
67. Line 65 multiplied by Line 66.	67.	300
68. Line 67 subtracted from Line 65.	68.	0

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.	0
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.	0
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.	0
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69.	0

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.	0
70b. OT	70b.	0
70c. ES/W	70c.	0
70d. BCR	70d.	0
70e. SNS	70e.	0
70f. MFRF	70f.	0
70. **Total Contributions:** Add Lines 70a through 70f.	70.	0

Taxpayer email

Department of Revenue Services
State of Connecticut

(Rev. 01/13)

Schedule CT-IT Credit
Income Tax Credit Summary

2012

Complete this form in blue or black ink only. See instructions before completing.

Taxpayer name (if individual) James Early	Social Security Number [redacted]
Spouse's name (if filing a joint return)	Social Security Number [redacted]
Taxpayer name (if trust or estate)	Federal Employer Identification Number (FEIN)

Part I Tax Credits Applied to Income Tax Liability

	Column A Tax Credit Limitation	Column B Carryforward From Previous Income Years	Column C 2012 Amount Earned	Column D Amount Applied to 2012 Income Tax Liability	Column E Carryforward Amount to 2013
1. Income tax liability: Enter amount from Form CT-1040, Line 12; Form CT-1040NR/PY, Line 14; Form CT-1040X, Line 16; or Form CT-1041, Line 7.	328,293 00				
2. Qualified Small Business Job Creation Credit: Enter in Column D the lesser of Line 2, Column C, or Line 1, Column A.			00	▶ 00	
3. Balance of income tax liability: Subtract Line 2, Column D, from Line 1, Column A. If less than zero, enter "0."	328,293 00				
4. Job Expansion Tax Credit: Enter in Column D the lesser of Line 4, Column C, or Line 3, Column A.			00	▶ 00	
5. Balance of income tax liability: Subtract Line 4, Column D, from Line 3, Column A. If less than zero, enter "0."	328,293 00				
6. Angel Investor Tax Credit: Enter in Column D the lesser of the total of Line 6, Column B and Column C, or Line 5, Column A.		00	25,000 00	▶ 25,000 00	▶ 0 00
7. Balance of income tax liability: Subtract Line 6, Column D, from Line 5, Column A. If less than zero, enter "0."	303,293 00				
8. Insurance Reinvestment Fund Tax Credit from Form CT-IRF: Enter in Column D the lesser of the total of Line 8, Column B and Column C, or Line 7, Column A.		00	00	▶ 00	▶ 0 00
9. Balance of income tax liability: Subtract Line 8, Column D, from Line 7, Column A. If less than zero, enter "0."	303,293 00				
10. Prior year Connecticut minimum tax credit from your 2011 Schedule CT-IT Credit, Line 10, Column E (See instructions). Enter in Column D the lesser of your 2012 Form CT-8801, Part II, Line 30, or Schedule CT-IT Credit, Line 9, Column A.		00	00	▶ 00	▶ 0 00
11. Total allowable credits: Add Column D on Lines 2, 4, 6, 8, and 10. Enter the total here and on Form CT-1040, Line 13; Form CT-1040NR/PY, Line 15; Form CT-1040X, Line 17; or Form CT-1041, Line 8.				25,000 00	

1022

Attachment E

James F. Early 2012 Trust Agreement

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

[redacted]

JAMES F. EARLY

2012 TRUST AGREEMENT

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JAMES F. EARLY
2012 TRUST AGREEMENT

THIS AGREEMENT is entered into the 26th day of December, 2012 between JAMES F. EARLY, of Woodbridge, Connecticut (the "Grantor"), and MARY EARLY, of Woodbridge, Connecticut, and PAUL L. BEHLING, of North Haven, Connecticut (hereinafter called the "Trustees," said PAUL L. BEHLING hereinafter sometimes called the "Independent Trustee."). Capitalized terms not defined at their first use in this Agreement are defined in the Article called "Definitions."

ARTICLE I.
FAMILY TRUST

The Trustees shall administer the Trust Property held in accordance with this Article (the "Family Trust") as follows:

A. Distributions to Beneficiaries

1. *Distributions by the Trustees.* The Trustees shall distribute Trust Property of the Family Trust to or for the benefit of any one or more of the Grantor's spouse, Mary Early ("Mary") and the Grantor's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider Mary's needs first and foremost.

B. Powers of Appointment

1. *Lifetime Power of Appointment.* Mary shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of the Family Trust during her life to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, her estate, her creditors or the creditors of her estate.

2. *Testamentary Power of Appointment.* Mary shall have the power, exercisable by making reference to this power in her Will, to appoint some or all of the Trust Property of the Family Trust remaining at her death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, Mary's estate, her creditors or the creditors of her estate.

C. Distributions after Death

At the death of the survivor of the Grantor and Mary, if a descendant of the Grantor is living, the remaining Trust Property of the Family Trust, which has not otherwise been appointed,

shall be administered in accordance with the Article called "Children's Trusts," or if no descendant of the Grantor is living, the remaining Trust Property of the Family Trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE II.
CHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the Grantor and one share for each deceased child of the Grantor who has a living descendant. Each share established for a living child of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased child of the Grantor who has a living descendant shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a child's trust to or for the benefit of any one or more of the child of the Grantor for whom such trust is established and such child's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the child for whom the trust is established first and foremost.

B. Children's Powers of Appointment

1. *Lifetime Power of Appointment.* Each child of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such child's trust to or for the benefit of any one or more of such child's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

2. *Testamentary Power of Appointment.* Each child of the Grantor shall have the power, exercisable by making reference to this power in such child's Will, to appoint some or all of the Trust Property of such child's trust remaining at such child's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

C. Death of a Child

At the death of a child of the Grantor, the remaining Trust Property of such child's trust shall be administered in accordance with the Article called "Grandchildren's Trusts" for the deceased child's descendants. If the deceased child has no living descendant, the remaining Trust Property of such child's trust, which has not otherwise been appointed, shall be divided and administered in accordance with this Article for the remaining descendants of the Grantor. If the Grantor has no living descendant, the remaining Trust Property of such child's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE III.
GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered for the descendants of a deceased child of the Grantor in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the deceased child of the Grantor and one share for each deceased child of the deceased child of the Grantor who has a living descendant. Each share established for a living grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased grandchild of the Grantor shall be administered for the deceased child's descendants in accordance with the Article called "Great-Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a grandchild's trust to or for the benefit of any one or more of the grandchild of the Grantor for whom such trust is established and such grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the grandchild for whom the trust is established first and foremost.

B. Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such grandchild's trust to or for the benefit of any one or more of such grandchild's descendants, but not to or for the benefit of such grandchild, such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

2. *Testamentary Power of Appointment.* Each grandchild of the Grantor shall have the power, exercisable by making reference to this power in such grandchild's Will, to appoint some or all of the Trust Property of such grandchild's trust remaining at such grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

C. Death of a Grandchild

At the death of a grandchild of the Grantor, the remaining Trust Property of such grandchild's trust, which has not otherwise been appointed, shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts." If the deceased grandchild has no living descendant, the remaining Trust Property of such grandchild's trust shall be divided and administered in accordance with this Article for the remaining descendants of the child of the Grantor who was the parent of such deceased grandchild, or if there are none, the remaining Trust Property of such grandchild's trust shall be administered in accordance with the Article called "Children's Trusts" for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE IV.
GREAT-GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article for the descendants of a deceased grandchild of the Grantor, they shall divide the Trust Property into equal shares so as to provide one (1) share for each living child of the deceased grandchild of the Grantor and one (1) share for each deceased child of a deceased grandchild of the Grantor who has a living descendant. Each share established for a living great-grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased great-grandchild of the Grantor shall be distributed to the deceased great-grandchild's descendants, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries.

A. Payments to Beneficiaries

The Trustees shall pay or apply Trust Property of a great-grandchild's trust to or for the benefit of any one or more of the great-grandchild of the Grantor for whom such trust is established and the great-grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The

Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the great-grandchild for whom the trust is established first and foremost.

B. Great-Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each great-grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such great-grandchild's trust to or for the benefit of any one or more of such great-grandchild's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors or the creditors of such great-grandchild's estate.

2. *Testamentary Power of Appointment.* Each great-grandchild of the Grantor shall have the power, exercisable by making reference to this power in such great-grandchild's Will, to appoint some or all of the Trust Property of such great-grandchild's trust at such great-grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors, or the creditors of such great-grandchild's estate.

C. Termination of Trust at Age 35

When a great-grandchild of the Grantor attains age thirty-five (35), the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to such great-grandchild, outright, subject to any administration provisions for Incapacitated Beneficiaries. If the great-grandchild dies before attaining that age, the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to the then living descendants of the great-grandchild, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries, or if the deceased great-grandchild has no then living descendant, the remaining Trust Property of such great-grandchild's trust shall be administered in accordance with this Article for the remaining descendants of the grandchild of the Grantor who was the parent of the deceased great-grandchild of the Grantor, or if there are none, the Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called "Grandchildren's Trusts" for the remaining descendants of the child of the Grantor who was the grandparent of the deceased great-grandchild, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called Children's Trusts," for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

D. **Great-Grandchildren Over Age 35**

If the Trustees are directed to hold Trust Property pursuant to this Article and a living great-grandchild of the Grantor has attained age thirty-five (35), what would have otherwise been the Trust Property of such great-grandchild's trust shall be paid to the great-grandchild at such time, outright, subject to any administration provisions for Incapacitated Beneficiaries.

ARTICLE V.
CONTINGENT DISPOSITION OF TRUST PROPERTY

At any time that the Trustees are directed to distribute Trust Property in accordance with this Article, or with respect to any Trust Property that remains undisposed of pursuant to the provisions of this Agreement, the Trustees shall distribute such Trust Property to the persons and in the amounts they would have received under the Intestacy laws of the State of Connecticut had the Grantor died intestate at that time, owning the Trust Property and as a resident of the State of Connecticut.

ARTICLE VI.
APPOINTMENT AND REMOVAL OF TRUSTEES AND PROTECTORS

A. **Independent Trustees**

1. *The Family Trust*

(a) If the Independent Trustee of the trust established under the Article called "Family Trust" fails to qualify, or if he or any successor Independent Trustee ceases to act, the Grantor's spouse, Mary Early, if she is not Incapacitated, may appoint a successor Independent Trustee for such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust. Notwithstanding the foregoing, any successor Independent Trustee so appointed shall not be Related or Subordinate to the Grantor, the Grantor's spouse or any descendant of the Grantor.

(b) With respect to the trust established under the Article called "Family Trust," the Grantor's spouse, Mary Early, may remove any Trustee of such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may remove any Trustee of such trust. Notwithstanding the foregoing, such power to remove may be exercised only once during any period of three (3) consecutive years.

2. *Children's Trusts, Grandchildren's Trusts and Great-Grandchildren's Trusts.*

(a) The Independent Trustee of the "Family Trust" shall become the Independent Trustee of the trusts established under the Article called "Children's Trusts," without need for further appointment.

(b) If the Independent Trustee of the trusts established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts" fails to qualify, or if he or any successor Independent Trustee ceases to act, if the Income Beneficiary with respect to whom such trust was created has attained the age of twenty-five (25) years and is not Incapacitated, such Income Beneficiary may appoint a successor Independent Trustee of such trust who is not Related or Subordinate to any descendant of the Grantor. If the Income Beneficiary with respect to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust who is not Related or Subordinate to any descendant of the Grantor.

(c) With respect to any trust established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts," the Income Beneficiary with reference to whom such trust was created, if he is not Incapacitated, after attaining the age of twenty-five (25) years, may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years. If the Income Beneficiary with reference to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years.

B. Non-Independent Trustees

1. With respect to the trust created under the Article called "Family Trust," in the event Mary Early ceases to act as Non-Independent Trustee of such trust, the Independent Trustee may, but need not, appoint a successor Non-Independent Trustee, preferably a member of the Grantor's family.

2. With respect to any trust created in the Articles called "Children's Trusts," "Grandchildren's Trusts" and "Great-Grandchildren's Trusts":

(a) *Appointment of Non-Independent Trustee.* The Independent Trustee of such trust shall appoint the Income Beneficiary with reference to whom such trust was created as

Non-Independent Trustee of such trust if such Income Beneficiary has attained age twenty-five (25) and is not incapacitated.

(b) *Appointment of Additional and Successor Non-Independent Trustees.* The Independent Trustee of such trust may appoint one or more additional or successor Non-Independent Trustees of such trust at any time, preferably a member of the Grantor's family.

C. Protectors

1. *Appointment of Protector.* Eric Mudry, of Guilford, Connecticut, is hereby appointed Protector of the trusts created under this Agreement. In the event Eric Mudry ceases to act as the Protector and shall not have appointed a successor as set forth in Paragraph (3) below, then Stephen M. Rinaldi, of Wallingford, Connecticut, shall serve as the successor Protector.

2. *Deemed Resignation of Protector.* A Protector of a trust created hereunder will be deemed to have resigned as Protector of such trust if no successor Independent Trustee of such trust is appointed within sixty (60) days of the last serving Independent Trustee of such trust failing to qualify or ceasing to act.

3. *Appointment of Successor Protectors.* The Protector of any trust created hereunder may appoint a successor Protector of such trust at any time. Any such appointment may be revocable or irrevocable, shall be effective according to its terms either immediately or upon the occurrence of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust. In the event that no Protector of a trust is serving and no successor is named, a majority of the Income Beneficiaries of such trust who have attained age twenty-one (21) shall appoint a successor Protector. In the event any Protector or successor Protector shall cease to serve and shall have failed to name his successor and if there are no Income Beneficiaries of such trust who shall have attained age twenty-one (21), the Grantor, if he is then living and is not incapacitated, shall have the power to appoint a successor Protector.

D. Procedure

Any removal or appointment of a Trustee or Protector shall be made in writing and acknowledged, and shall be delivered to each serving Trustee (or if there are none, to each Income Beneficiary of such trust who has attained age twenty-one (21)), and (where applicable) to the newly appointed Trustee or Protector, who shall signify acceptance of the appointment in writing. Any appointment of a Trustee or Protector shall be effective according to its terms either immediately or upon the happening of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust.

E. **Automatic Succession**

Notwithstanding the foregoing, whenever a trust comes into existence, the then serving Independent Trustee and Protector of the trust from which the Trust Property of such new trust was transferred shall become Independent Trustee or Trustee, as the case may be, of such new trust without further appointment.

F. **Incapacity**

Any person shall cease to be a Trustee or Protector if such person becomes Incapacitated.

G. **Court Appointment**

Any appointment or removal in accordance with this Article shall be made without court action or approval. If no successor Independent Trustee is appointed within ninety (90) days of the last serving Independent Trustee of a trust failing to qualify or ceasing to act, any interested party may make application to a court of appropriate jurisdiction to appoint a successor Protector, who shall immediately appoint a successor Independent Trustee.

ARTICLE VII.
TRUSTEE POWERS

The Trustees shall have the following powers, duties and discretions, in addition to those otherwise granted by common law or statute, to be exercised only in a fiduciary capacity:

A. **Powers Relating to Investments**

1. *Insurance Coverage.* The Trustees may obtain and pay the premiums for title, fire, theft, liability, casualty or other insurance to protect any property constituting a part of the Trust Property against hazards.

2. *Life Insurance and Other Death Benefits.* The Trustees may purchase or maintain life insurance on the life of any person in whom a trust has an insurable interest. The Trustees shall collect the proceeds of all insurance policies, death benefits, and any other amounts made payable to the Trustees and, for such purpose, the Trustees shall have full power and authority to give all proper receipts and releases. The Trustees shall have the right to exercise any policy election and to hold, renew, pledge, allow to lapse, or withdraw the cash value of, any insurance policy and to exercise the powers of an absolute owner in all respects.

3. *Investments in Property.* The Trustees may invest and reinvest all or any part of the Trust Property in property of any kind, domestic or foreign, real, personal, mixed or choses in

action, within or outside the situs of administration of a trust established hereunder, and including but not limited to stocks common and preferred (including the corporate stock of any corporate Trustee or any of its affiliates), bonds, notes, debentures, interests in any general or limited partnership or limited liability company, commodities, mutual funds, common trust funds, derivative instruments, pooled investment funds, savings and loan associations or other financial institutions, deposit accounts, bank accounts, precious metals, coins and currency, by any method including but not limited to puts, calls, strips, straddles, short sales, futures, margin or by the exercise of options of any kind, irrespective of any statute, case rule or custom limiting the investment of trust funds. The Trustees may retain any investment for any period of time they deem advisable.

4. *Retention of Original Property.* The Trustees may retain and hold for any period of time any Trust Property received from the Grantor, the Grantor's estate or from any other person, regardless of the character of the property, without regard to any duty to diversify, whether or not the property is unproductive, under-productive or a kind of property in which the Trustees may reasonably invest by law or custom.

5. *Real Estate.* The Trustees may acquire, improve, manage and control, repair, protect, mortgage and assign, develop and make additions to, sell, exchange and abandon any real property, any interest therein and any cooperative apartments; subdivide and resubdivide any real property; lease or sublease any real property or cooperative apartment on such terms and conditions, including with options to renew or purchase, and for any time that the Trustees deem advisable, even if extending beyond the duration of any trust; may make, modify, renew or extend leases and subleases as lessor or lessee; grant and create easements and release, convey, or assign any right, title or interest with respect to any easement on real property or part thereof and enter into party wall agreements; and deal with any property and every part in all ways and for all purposes or considerations that would be lawful for any owner.

6. *Closely Held Business.* The Trustees may retain and operate any closely held business or investment therein (a "Closely Held Business"). The Trustees may appoint any person as manager, employee or agent to act in connection with the Closely Held Business and do any and all other things and take any and all other steps to enable them to effectively manage, direct and control the Closely Held Business. The Trustees may cause the capital structure of any Closely Held Business to be changed from time to time; cause its charter or by-laws, articles or other agreements governing its structure, management and operations, to be amended from time to time; cause any Closely Held Business to be dissolved or liquidated; and cause any Closely Held Business to be reorganized, consolidated or merged with another corporation, corporations or other entity or entities. The Trustees need not exercise supervision over the management or conduct of any Closely Held Business and they shall not be liable for any direct

or indirect loss to the trust arising from any act or omission of any officers, directors or managers of the Closely Held Business.

7. *Voting Rights.* The Trustees may vote or refrain from voting any share of stock or other business interest owned by the trusts, in person, or by special, limited, or general proxy, with or without power of substitution.

8. *General Power to Grant and Exercise Stock Options and Privileges.* The Trustees may grant options at any time, in any manner, and on any terms and conditions; and may exercise all options, rights and privileges granted in any instrument.

9. *Sale of Property to Other Trusts.* The Trustees may sell property to or exchange property with the Grantor's estate, with the trustees of any trust the Grantor established during the Grantor's life or under the Grantor's Will, or with any trust whether or not the trust has common or different beneficiaries, on any terms and conditions as to sales, prices and terms of payment. The Trustees shall not be responsible for seeing to the disposition of the proceeds of such sale or exchange received by such other trust or estate.

10. *Power to Sell Property.* The Trustees may sell at public or private sale, without application to any court, or otherwise dispose of the Trust Property for cash or credit, in any manner and on any terms and conditions. No person dealing with the Trustees shall be bound to see to the application of the proceeds of the sale. Without limiting the generality of the foregoing, the Trustees may register Trust Property under the Securities Act of 1933 or any similar federal law or under any state securities law, and may do all acts that the Trustees may deem advisable for that purpose, including, without limitation, entering into agreements with underwriters and with the corporation whose securities are being sold, making representations and warranties, assuming obligations and engaging in undertakings of indemnity (or making other arrangements concerning the same, including without limitation the purchase of insurance policies, charging the cost thereof to the trust), creating escrows, entering into custody agreements, and entering into and executing any agreement in their official capacities only and not individually, in which case, if the terms of the applicable agreements so provide, the representations and undertakings shall be binding on the Trustees in their fiduciary capacity only but not personally. The Trustees may deliver any securities that they may hold to the issuing company for redemption against payment of a redemption price satisfactory to them.

11. *General Power to Lend.* The Trustees may make loans out of the Trust Property to any person, which loans may be secured or unsecured, with or without interest, and in such amounts and upon such terms and conditions as the Trustees may determine.

12. *General Power to Borrow and Guarantee.* The Trustees may borrow money and may guarantee the repayment of indebtedness of another for any period of time and on any terms and conditions as to rates, maturities, renewals and whether secured or unsecured, may borrow from any of the Trustees themselves, and may mortgage, pledge or encumber Trust Property to secure any loan or indebtedness, and as makers, endorsers or guarantors may renew existing loans or guarantees.

13. *Power to Handle Mortgages, etc.* The Trustees may grant or guarantee any debenture, note, bond, mortgage, open account indebtedness, or other obligation, whether or not secured or evidenced by any writing; may consent to its subordination, modification, renewal or extension, or to any other term or provision; may release any guarantee; may foreclose mortgages and bid on property under foreclosure; and take title to property by conveyances in lieu of foreclosure, either with or without payment of consideration; may continue mortgage investments after maturity, with or without renewal or extension, upon any terms and conditions; may release obligors on bonds secured by mortgages or other obligations, or refrain from instituting suits or actions against the obligors for deficiencies. The Trustees may use Trust Property for the protection of any investment in real or personal property, or any investment in any mortgage or pledge on real or personal property.

14. *Power to Hold Cash.* The Trustees may hold all or any part of the Trust Property uninvested for any period of time.

15. *Nominee Ownership.* The Trustees may hold any Trust Property in bearer form, in their own names, in the Grantor's name, or in the name of their nominee, with or without disclosing the fiduciary relationship, and their liability shall be neither increased nor decreased thereby.

16. *Trustees May Serve Business Entity Owned by Trusts.* The Trustees may hold any managerial position (including but not limited to officer, director, manager or partner) of any corporation, partnership, limited liability company or other business entity in which the trusts established under this Agreement may have an ownership or other investment interest. Any Trustee may act in a managerial position and receive compensation in the same manner as if such Trustee was not a Trustee, without any greater burden of justification with respect to decisions and actions as Trustee, and acting as Trustee shall not disqualify any Trustee from voting for his or her own selection to a managerial position.

17. *Investment Restrictions Waived.* The Trustees may acquire and retain investments not regarded as traditional for trusts, or which may not be authorized or permitted under any doctrine, statute or case rule, including the "prudent investor rule" or the "prudent person rule." In making investments, the Trustees may disregard the following factors:

(a) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal, it being the Grantor's intent that no duty to invest assets to produce a reasonable rate of return or to preserve principal shall exist;

(b) whether the acquisition or retention of a particular investment or the trust investments collectively is consistent with any duty of impartiality as to the different beneficiaries, it being the Grantor's intent that no such duty shall exist;

(c) whether the trust is diversified, it being the Grantor's intent that no duty to diversify shall exist; and

(d) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts, it being the Grantor's intent that the Trustees have sole discretion to determine what constitutes acceptable risk and what constitutes proper investment strategy.

18. *Fluctuation in Assets.* Except as specifically required elsewhere in this Agreement, the Trustees shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of any of the trusts hereby established, or for depreciation in respect of any tangible property, or to amortize or make good any amounts paid in premiums on the purchase of securities or of any other property.

B. Powers Relating to Management

1. *Banking Practices.* The Trustees, or any one or more of them as they may from time to time agree, may sign checks, make deposits and withdrawals, borrow money, execute and deliver promissory notes, pledge and deliver collateral security, convey securities and give exoneration to the transferee thereof, have access to and remove items from any safe deposit box, and otherwise carry on normal banking and investment practices with the Trust Property.

2. *Settlement of Claims and Litigation.* The Trustees may compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the trusts that the Trustees shall deem best, and their decision shall be conclusive. The Trustees may institute any suit at law or in equity to collect any property or to enforce the payment of any insurance policy proceeds payable to the trust. If the Trustees enter into or maintain any litigation, they shall have the right to be reimbursed for expenses incurred. The Trustees need not institute or maintain any such legal action unless they are first indemnified to their satisfaction against all claims and expenses to which they may be subjected.

3. *Accounting Allocations.* The Independent Trustee may distribute as income the whole of the interest, dividends, rent or similar receipts from property, and when property is bought or taken at a value above or below par, may retain a part of the income to offset the loss to principal or otherwise adjust income and principal as may be appropriate; may treat as income or principal or apportion between income and principal stock dividends, extra dividends, rights to take stock or securities, and proceeds from the sale of real estate, although the real estate may have been wholly or partly unproductive; may charge to income or to principal or apportion between income and principal investment counsel's compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' fees, insurance premiums, repairs or improvements, taxes (income, estate, inheritance or any other taxes), depreciation charges and trustees' compensation; and generally determine all questions as between income and principal, and credit or charge to income or principal, or apportion between income and principal, any receipt or gain and any charge, disbursement or loss in their sole discretion, notwithstanding any statute or rule of law for distinguishing income from principal or any determination of the courts; and may select an annual or any other accounting period.

4. *Abandon Property.* The Trustees may abandon any property, real or personal, that the Trustees shall deem to be worthless or not of sufficient value to warrant keeping or protecting. The Trustees may abstain from payment of taxes, liens, water-rents, assessments, repairs, maintenance or upkeep of any property and permit any property to be lost by tax sale or other proceedings; or convey any property for a nominal consideration, or without consideration.

5. *Employ Agents.* The Trustees may employ attorneys, accountants, auditors, investment counselors, other experts, depositories, and proxies, with or without discretionary powers, and whether or not they may be serving as Trustees hereunder. If any of the Trustees are so employed, they may receive compensation in the same manner as if they were not a Trustee hereunder. The Trustees may appoint by powers of attorney (whether revocable or irrevocable) agents and attorneys-in-fact to act for them. The Trustees may (a) authorize agents and attorneys-in-fact to sell part or all of the stock or securities held by a trust to underwriters for distribution in a public offering at the price the agents or attorneys-in-fact determine; (b) authorize the agents and attorneys-in-fact to execute and deliver an underwriting agreement on behalf of the trust regarding stock or securities, containing such terms and conditions as said agents and attorneys-in-fact determine; and (c) do any and all other things, and execute and deliver any and all other instruments, agreements or documents of any nature whatsoever, on behalf of the trust, that may appear necessary or desirable to effect the sale of the stock or securities to underwriters.

6. *Environmental Issues.* The Trustees may disclaim any interest in any entity or property that is or may be contaminated by, or that directly owns or otherwise has an interest in

any property that is or may be contaminated by, any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulation relating to the protection of the environment or human health ("Hazardous Property"), refuse any addition of Hazardous Property to Trust Property because of actual or potential contamination of Hazardous Property by hazardous substances or other environmental concerns respecting Hazardous Property and deal with matters involving the actual or threatened contamination of Trust Property (including any Trust Property consisting of any interest in any entity and any assets owned by any entity) by hazardous substances, or involving compliance with any federal, state or local law, rule or regulation, including but not limited to the power to:

(a) inspect, assess, test and monitor Trust Property periodically, as the Trustees deem appropriate, to determine compliance with any environmental law affecting the Trust Property, with all expenses of inspection, assessment, testing and monitoring to be chargeable to and payable from Trust Property;

(b) respond (or take any other action necessary to prevent, abate, or "clean up"), as the Trustees shall deem appropriate, either prior to or after the initiation of enforcement action by any governmental body or any action by a third party arising out of environmental claims, to any actual or threatened violation of any environmental law affecting the Trust Property, the cost of which shall be chargeable to and payable from Trust Property;

(c) settle or compromise at any time any claim against a trust relating to any matter asserted by or threatened to be asserted by any governmental body or private party; and

(d) disclaim any power that the Trustees determine may cause them to incur personal liability as a result of any matter, whether the power is set forth in this Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

In addition, the Trustees shall not be personally liable to any beneficiary or other party interested in the Trust Property or to any third parties, for any claim against a trust for the diminution in value of Trust Property, or for any damages of any type or nature arising out of or related to environmental matters, including any reporting of or response to the contamination of Trust Property by hazardous substances, or for violation of any federal, state or local environmental law, rule or regulation relating to any trust.

Nothing contained herein shall be deemed to limit or diminish a Trustee's right, both individually and as Trustee, to seek reimbursement, indemnity or contribution to the fullest extent allowed by law for any damages of any nature arising out of environmental matters, or to seek any remedy pertaining to environmental matters, both legal and equitable.

The Trustees shall be indemnified against all costs, fees, and expenses incurred by the Trustees in relation to environmental matters. The Trustees shall further have the right to pay for all costs, fees, and expenses directly out of Trust Property in the first instance, without having to advance any funds of their own, and shall have the right to sell any or all of the Trust Property, and to use the proceeds to pay costs, fees and expenses, even if doing so impairs or exhausts other Trust Property. If any Trustee pays any costs, fees or expenses out of the Trustee's own assets, the Trustee shall have a lien on the Trust Property for reimbursement and the right by appropriate action to sell Trust Property to enforce such right.

7. *No Requirement for Physical Separation of Property.* In any case in which the Trustees are required or permitted to divide any property held hereunder into trusts or shares, they shall not be required physically to divide any of the investments or other property, but may keep the same or any part thereof in one fund in which the separate trust or share shall have an undivided interest.

8. *Transactions with Related Parties.* The Trustees may enter into any transaction authorized by this Agreement, or by law, with the trustee or legal representative of any other trust or estate in which a beneficiary hereunder has a beneficial interest, even though the trustee or legal representative is also a Trustee.

9. *Authority to Postpone and Compromise Tax Payments.* The Trustees may arrange for extensions of time for the payment of any taxes and may compromise any tax assessed against any trust created herein.

10. *Power to Execute Instruments.* The Trustees may execute and deliver any written instrument to carry out any power granted to them. All persons shall be fully protected in relying on the power of the Trustees to execute every such instrument, and no one shall be obligated to see to the application by the Trustees of any money or property received by them.

C. Powers Relating to Distributions

1. *Divide and Distribute Property.* The Trustees may make any division, distribution, or partition of property, in cash or otherwise and may make non-pro rata distributions in kind that may yield differing income tax consequences for beneficiaries. The Trustees may allot any property, including an undivided interest therein, to any trust or share, whether or not the same or a different kind of property is allotted to other trusts or shares. Except as may be specifically provided otherwise in this Agreement, valuation of property divided, distributed, or apportioned by the Trustees shall be at the fair market value of the property, which shall be determined by the Independent Trustee.

2. *Determine Beneficiaries.* The Trustees shall determine who are the beneficiaries of a trust established herein, and in doing so may make inquiry with respect to heirship, relationship, survivorship and identity.

3. *Custody Agreements.* The Trustees may enter into custody agreements regarding any Trust Property which, in the case of any stock or securities being sold to underwriters, (a) may be revocable or irrevocable; (b) may provide that stock or securities shall be dealt with under the instructions of the Trustees or any agent or attorney-in-fact appointed by the Trustees; (c) may provide that under such instructions the custodian shall deliver the certificates representing shares for transfer, shall deliver certificates representing shares to the person or persons purchasing them, and shall reimburse expenses paid by the custodian from the proceeds of their sale; and (d) may provide any other powers and limitations to powers of the custodian that the Trustees may determine.

4. *Use of Property by Beneficiary.* The Independent Trustee may permit any Income Beneficiary to use, possess and enjoy, without charge, any real estate or tangible personal property that is Trust Property of the Income Beneficiary's trust, and neither the Income Beneficiary nor the Income Beneficiary's estate shall be held liable for any loss, destruction, damage, depreciation or waste of such Trust Property except through the Income Beneficiary's willful acts or gross neglect. Neither the existence nor exercise of this power shall be deemed a constructive or actual distribution of the Trust Property.

5. *Distributing Trust Property in Trust or Otherwise.* Whenever the Trustees are directed or have the authority or discretion to distribute Trust Property to or for the benefit of one or more beneficiaries of a trust, such distribution may be made in trust or otherwise.

D. General Powers

In the management of the trusts established under this Agreement, the Independent Trustee may exercise every power not specifically granted to the Trustees that the Trustees would have if they were the absolute owners of the Trust Property and this general power shall not be limited in any way by the powers herein granted.

E. Limitation of Powers

1. *Trustees as Fiduciaries.* In exercising any discretionary power with respect to a trust created under this Agreement, the Trustees shall at all times act in accordance with fiduciary principles.

2. *Interested Trustees.* Notwithstanding any other provision in this Agreement, no individual Trustee who is also a beneficiary hereunder (an "Interested Trustee"), shall have any

right, power, duty or discretion as Trustee that would constitute a general power of appointment under Code Sections 2041 or 2514 or would otherwise cause any portion of the Trust Property to be subject to federal or state estate tax upon the death of an Interested Trustee. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make a distribution to or for the benefit of an Interested Trustee, an Interested Trustee's creditors, an Interested Trustee's estate or the creditors of an Interested Trustee's estate shall be limited to distributions for the Interested Trustee's health, education (including college and professional education), support in reasonable comfort or maintenance. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make discretionary allocations of receipts or expenses as between income and principal shall not be exercised so as to benefit an Interested Trustee except as an incidental consequence of the discharge of the Trustee's fiduciary duties.

3. *Support Obligations.* No Trustee who has a legal obligation to support any beneficiary of a trust created under this Agreement shall participate in any decision relating to a discretionary distribution of income or principal that would have the effect of discharging such legal obligation.

4. *Incidents of Ownership.* No Trustee shall exercise any incidents of ownership in any insurance policy on such Trustee's life, to the extent such exercise would subject such Trustee to any tax liability to which such Trustee would not otherwise be exposed.

5. *General Limitation.* Notwithstanding any other provision in this Agreement, no powers enumerated herein or accorded to the Trustees generally pursuant to law shall be construed to enable the Grantor, the Trustees, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust Property for less than an adequate or full consideration in money or money's worth. No person, other than the Trustees, shall have or exercise the power to vote or direct the voting of any stock or other securities of the trust, to control the investments of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust. Notwithstanding the foregoing, the Grantor may at any time and from time to time, and without the consent of any of the Trustees and in a nonfiduciary capacity, acquire all or any portion of the Trust Property from any trust created hereunder by substituting other property of an equivalent value. The Grantor shall have the power, at any time, to irrevocably relinquish and renounce this power to substitute property by delivering an instrument signed and acknowledged by the Grantor to such effect to all the then serving Trustees of the Trust.

ARTICLE VIII.

OTHER PROVISIONS CONCERNING TRUSTEES AND PROTECTORS

The following provisions shall apply to the Trustees and Protectors and their duly appointed successors to the extent permitted by law:

1. *Serve Without Bond.* No Trustee or Protector shall be required to give any bond or security for the performance of such Trustee's or Protector's duties as such in any court or jurisdiction.

2. *Exercise Powers Without Court Order.* The Trustees and Protectors shall not be required to obtain the order or approval of any court in the exercise of any power or discretion given in this Agreement.

3. *Authority of Successor Trustees and Protectors.* All successor Trustees and Protectors shall have all title, power and discretion herein given to their predecessors, without act of conveyance or transfer. Any corporation that succeeds to the trust business of a corporate Trustee or Protector shall become a successor Trustee or Protector as the case may be, without act of conveyance or transfer.

4. *Exoneration from Liability.* Except in the case of willful default or gross negligence, the Trustees and Protectors shall not be liable for any act, omission, loss, damage or expense arising from the performance of their duties under this Agreement.

5. *General Authority of Trustees.* No person or corporation dealing with the Trustees in any transactions affecting the Trust Property shall be required to inquire or investigate into their authority for entering into the transaction or the application made by them of the proceeds of the transaction.

6. *Power to Resign.* Any Trustee or Protector acting hereunder may resign at any time without court application or approval by an instrument in writing, signed and delivered to each other Trustee and Protector then acting, and also to the successor Trustee or Protector, if any, or if there is no other Trustee or Protector or designated successor Trustee, to all Income Beneficiaries who have attained age twenty-one (21).

7. *Powers to Continue Until Distribution.* All of the rights, duties, powers, authorities and immunities given to the Trustees and Protectors shall continue after termination of the trusts established under this Agreement, and until the Trustees have made actual distribution of all property held by them hereunder.

8. *Power to Delegate.* Any Trustee acting hereunder may delegate any or all of such Trustee's rights, powers, duties and authority to any other Trustee acting under this Agreement; provided however, that the delegating instrument shall be revocable at any time and provided, further, that the powers and discretions vested exclusively in the Independent Trustee shall not be delegated to any Trustee who is not an Independent Trustee.

9. *No Duty of Successor to Inquire.* No successor Trustee or Protector shall be liable or responsible for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of any trust established herein prior to becoming a Trustee or Protector, nor be required to inquire into or take any notice of the prior administration of the trust.

10. *Legal Counsel.* The Trustees and Protectors may consult with legal counsel (who may be counsel for any of them) with respect to the construction of the Agreement or their duties hereunder, or with respect to any legal proceeding or any question of law involving the Agreement, and shall be fully protected with respect to any action taken or omitted by them in good faith under the advice of counsel.

11. *Approval Required for Trustees' Actions.* The approval of a majority of the Trustees (or of the Independent Trustees with respect to matters vested exclusively in the Independent Trustees) of a trust shall be required for the Trustees to act in any matter affecting the trust, or if there are fewer than three Trustees of the trust (or fewer than three Independent Trustees with respect to matters vested exclusively in the Independent Trustees), then unanimous approval shall be required.

12. *Approval Required for Protectors' Actions.* The approval of a majority of the Protectors of a trust shall be required to exercise any power granted to Protectors under this Agreement, except when there are fewer than three Protectors of the trust, in which case unanimous approval shall be required.

13. *Trustee Accounting.* The Trustees shall not be required to file any judicial accounting with respect to any trust established hereunder, but this shall not prevent the Trustees from having their accounts judicially settled at any time if they should deem it advisable to do so. The Trustees may, but shall not be required to render a nonjudicial account on an annual or other periodic basis with respect to any trust hereunder. If the Trustees elect to render such an account, they may account to the oldest living Income Beneficiary of a trust (or to such Income Beneficiary's guardian) and such Income Beneficiary (or guardian) shall have the power to approve such accounting, which approval shall have the effect of a judicial settlement.

14. *Trustee Compensation.* Each Non-independent Trustee, by accepting his appointment as Trustee, shall irrevocably agree to serve without compensation. Each Independent Trustee who is an individual and an accountant, lawyer or other professional shall be entitled to compensation for services rendered in a fiduciary capacity based on the professional's standard charges for professional services, and reimbursement for expenses incurred, and shall not be entitled to statutory or other scheduled or usual fiduciary fees. Each Independent Trustee who is an individual and not a professional shall be entitled to compensation and reimbursement on a similar basis and shall not be entitled to statutory or other scheduled or usual fiduciary fees. The compensation of a corporate Independent Trustee shall be as provided in its published schedule of fees in effect at the time the services are rendered provided always that no Independent Trustee shall be entitled to charge any withdrawal fee or termination fee or other fee payable upon the distribution of all or any part of the Trust Property on the cessation of its office as Independent Trustee, being a fee calculated by reference to the value of the Trust Property or any part thereof.

ARTICLE IX.
TAX DIRECTIONS

1. *Preservation of GST Exemption.* The Independent Trustee may divide or allocate Trust Property of a trust that would otherwise have an inclusion ratio, as defined in Code Section 2642(a)(1), of neither one nor zero, into two separate trusts, or between two separate trusts whether or not established under this power, each of which shall have a fractional share of the property being divided, so that one has an inclusion ratio of one and the other has an inclusion ratio of zero. After any division, each trust shall remain segregated and shall be maintained in all respects as a separate trust, but both shall otherwise be administered under the same provisions under which all of the Trust Property would have been held but for the exercise of the power contained in this Paragraph. This power may not be exercised in any way that would cause a trust that would otherwise have a zero inclusion ratio to have an inclusion ratio greater than zero.

2. *Preservation of S Corporation Status; ESBT Election.* Whenever a trust under this Agreement holds stock in any corporation that has elected to be treated as an S Corporation, as defined in Code Section 1361(a) (an "S Corporation"), the Independent Trustee may exercise the right of election specified in Code Section 1361(e)(3) and may make any amendment to the trust that the Independent Trustee deems necessary for the trust's continued qualification as a permitted shareholder, as provided in Code Section 1361(c). Any such amendment shall be by Written Instrument, delivered to each Income Beneficiary of the trust so amended. This power may not be exercised in any way that would cause any trust to cease to qualify as a shareholder of an S Corporation.

3. *Authority to Pay Tax on Income.* The Independent Trustee may, in the Independent Trustee's sole discretion, directly pay taxes owed by the trust on any income earned by the trust.

ARTICLE X.
ADDITIONAL TRUST ADMINISTRATION PROVISIONS

1. *Simultaneous Deaths.* If any person whose life measures the duration of a trust and any remainderman of that trust shall die under such circumstances that the order of their deaths cannot be established by proof, the person whose life measures the duration of the trust shall be deemed to have survived the remainderman for all purposes of this Agreement.

2. *Minor or Incapacitated Beneficiaries; Power in Trust.* Whenever any distribution of Trust Property is required to be made to a beneficiary who is a minor or is incapacitated, the Trustees may pay the beneficiary's expenses directly or distribute, in the case of a minor, to the parent, guardian or custodian then acting or appointed by the Trustees under any appropriate Uniform Transfers to Minors Act, or in the case of an incapacitated beneficiary, to the guardian or custodian of such beneficiary, in either case without requiring any bond.

Alternatively, the Trustees may retain the Trust Property during the period of the beneficiary's minority or incapacity, provided that the beneficiary's interest in the Trust Property shall be indefeasibly vested as of the time the distribution was required to be made. The Trustees shall distribute to the beneficiary any of the Trust Property (including any income earned on the Trust Property) remaining upon termination of the period of the beneficiary's minority or incapacity. If the beneficiary dies prior to attaining majority or while still incapacitated, the Trustees shall distribute to the beneficiary's estate any of the Trust Property (including any income earned on the Trust Property) remaining at the time of the beneficiary's death.

3. *Virtual Representation.* If any beneficiary under a legal disability is required by law to be served with process or to receive any other form of legal notice, the requirement may, to the extent permitted by law, be satisfied by service upon or notice to another beneficiary not under a legal disability and who has the same or a similar interest as, or is the parent or grandparent of, the beneficiary under a legal disability, it being the Grantor's intention to avoid the appointment of a guardian ad litem whenever possible.

4. *Perpetuities Provisions.* Notwithstanding any other provision of this Agreement, if a trust has not previously terminated or vested in compliance with the rule against perpetuities and laws against accumulation of income and imposing restraints on alienation, the trust shall terminate on the day preceding the twenty-first (21st) anniversary of the death of the last survivor of (a) the descendants of His Late Majesty King George V of England living on the date of this

Agreement and (b) the Grantor, Mary and the descendants of the Grantor living on the date of this Agreement (the "Perpetuities Date").

Upon termination of a trust under this Paragraph, the Trust Property of the trust shall be distributed to one or more of the class consisting of those persons who are eligible or entitled to receive the income of such trust, in such amounts and proportions, including all to one to the exclusion of the others, as the Independent Trustee may determine prior to the Perpetuities Date, or, to the extent the Independent Trustee does not so determine, to the person with respect to whom the trust was established, if the person is living, or if the person is not living, to such person's living descendants, per stirpes, or if there are none, to the living descendants, per stirpes, of the nearest ancestor of the person with respect to whom the trust was established who has living descendants and who is the Grantor or a descendant of the Grantor.

Notwithstanding anything to the contrary contained in this Agreement, no power granted hereunder to the Trustees or any beneficiary shall be exercised in a manner that would postpone or suspend the vesting, absolute ownership or power of alienation of an interest in property hereunder for a period extending beyond the foregoing perpetuity period. Without limiting the foregoing, the Trustees shall not distribute income or principal hereunder, and no beneficiary shall appoint income or principal hereunder, to a trust for the benefit of any individual or entity unless the entirety of the beneficial interests in the property held under the trust will vest within the foregoing perpetuity period.

5. *Additions to Trust.* Any Trust Property directed to be disposed of under the terms of a trust already in existence under this Agreement may be added to and administered under the terms of that trust.

6. *Division of Trusts.* The Trustees may sever any portion of any trust and administer it as a separate trust upon the same terms and conditions or as otherwise permitted by law.

7. *Distribution to Another Trust.* Any Trustee or beneficiary of a trust established in this Agreement who is empowered to make a distribution or appointment of Trust Property during the term of said trust or at its termination may distribute or appoint such Trust Property to any other trust, whether or not the other trust is established under this Agreement, whether or not the other trust has multiple beneficiaries, and whether or not the grantor of the trust is the Grantor under this Agreement. However, the distribution or appointment shall be made to the other trust only if all of the beneficiaries of the other trust are persons who would have been eligible to receive the distribution or appointment had it been made to them under this Agreement.

8. *Spendthrift Provision.* No beneficiary shall have the power to distribute, interfere with or charge by way of anticipation any current, future or contingent interest of any trust. All sums

payable to any beneficiary, whether income or principal, shall be free and clear of such beneficiary's debts, contracts, dispositions and anticipation, and shall neither be taken, alienated, attached nor reached by any legal or equitable process in satisfaction thereof, nor shall a beneficiary's interest herein be subject to the control or interference of any of such beneficiary's creditors or of any government agency providing aid or benefits to such beneficiary. Neither the creation of any trust under this Agreement nor any distribution of income or principal therefrom shall discharge or relieve any person from any obligation to support a dependent.

9. *Trust Identification.* Any reference to a given beneficiary's trust is a reference to a trust created by reference to such beneficiary, and is made for convenience and not intended to confer any additional right or power.

10. *Trust Naming Conventions.* The initial trust governed by this Agreement shall be known as the "James F. Early 2012 Trust" or by any other convenient name designated by the Trustees in writing. Each further trust funded may be referred to by the name given to it in this Agreement or by any other convenient name designated by the Trustees in writing.

11. *Situs of Trust; Governing Law.* Except as provided below, the situs of administration of the Trust Property shall be in the State of Connecticut, and the laws of that jurisdiction shall govern the validity, construction and enforcement of this Agreement. The Trustees, acting unanimously by Written Instrument, may move all or part of the Trust Property and/or the situs of its administration to a jurisdiction anywhere in the world, elect that the laws of that jurisdiction shall govern to any extent, and submit to the jurisdiction of the courts of that jurisdiction. This power shall be a continuing power exercisable any number of times, including for purposes of further removal or change of location of Trust Property or situs of administration.

12. *Distributions on Trust Termination.* Upon the termination of any trust hereunder, the Trustees of the terminating trust may, in their absolute discretion, make any distribution that the Trustees of any continuing trust are directed to make upon receipt of the Trust Property of the terminating trust.

13. *Receipt and Release.* The Trustees may, to the extent permitted by law, condition any distribution of Trust Property under this Agreement on the distributee (whether the Grantor's executor or personal representative, a trustee of any trust, whether or not created under this Agreement, or a trust beneficiary) giving a receipt and release that shall constitute a full discharge and release of liability of the Trustees with respect to the distributee.

14. *Divorce.* Notwithstanding any provision contained herein to the contrary, for all purposes of this Agreement, an individual who is married to a descendant of the Grantor shall be deemed to have died in the event that he or she becomes divorced or legally separated from

such descendant. Furthermore, the Independent Trustee may, in the Independent Trustee's absolute discretion, consider an individual legally separated for purposes of this Agreement if either the individual or his or her spouse has filed for divorce in any jurisdiction.

15. *Absolute Discretion.* With respect to any trust that directs the Independent Trustee to administer the trust in the Independent Trustee's absolute discretion:

(a) The judgment of the Independent Trustee as to the allocation of net income and principal among the beneficiaries shall be final and conclusive upon all interested persons and upon making any distribution of such the Independent Trustee shall be fully released and discharged from any further liability or accountability therefor;

(b) Except when a trust specifically requires that net income be distributed, the Independent Trustee shall not be required to distribute net income currently and may, in the Independent Trustee's absolute discretion, accumulate all or any part of the net income of each trust and add it to principal;

(c) The Independent Trustee shall not be held accountable to any beneficiary if, in the exercise of the Independent Trustee's absolute discretion hereunder, any part of the trust principal shall be depleted, and any distribution of principal by the Independent Trustee shall in no way be deemed to be an advancement of any distributive share of the person or persons to whom distributed; and

(d) The Independent Trustee may at any time, in the exercise of the Independent Trustee's absolute discretion, terminate any trust by distributing the entire principal to any one or more beneficiaries of the trust and the Independent Trustee shall not be held accountable to any other beneficiary thereunder, even though the other beneficiary shall be totally deprived of any benefit.

16. *Powers of Appointment.* In addition to the methods provided by law, any power of appointment may be released by its holder in whole or in part by an instrument in writing, signed, acknowledged and delivered to the Independent Trustee. Notwithstanding anything herein to the contrary, the holder of a power of appointment shall have no power of appointment with respect to any insurance policy under which such holder is the insured, and no power holder shall exercise any power of appointment in a manner to discharge any obligation of support that such power holder may have. An otherwise valid exercise of a general testamentary power of appointment by any beneficiary will be effective even if the power-holder dies before the Trustees receive the Trust Property of the trust subject to the appointment.

ARTICLE XI.
DEFINITIONS

The following terms, if used herein, are defined as follows:

1. Agreement. "Agreement" means this agreement and any amendments that may be made to it pursuant to the Article called "Irrevocability and Amendment."

2. *Charitable Organization.* "Charitable Organization" means an organization which is described in Code Section 2055(a) and Code Section 170(c) (determined without regard to Code Section 170(c)(2)(A)).

3. *Code.* References to the "Code" are to the Internal Revenue Code of 1986, as amended, and in effect at the relevant time. References to a specific section of the Code shall be deemed to include any successor sections thereto.

4. *Descendants, etc.* The terms "descendants," "children," "grandchildren" and the like shall include only (a) those children, grandchildren, etc. of a person who were (b)(i) born to such person or such person's spouse (whether the birth occurred before or after marriage) (ii) legally adopted by such person before attaining age sixteen (16), or (iii) acknowledged by such person in a Written Instrument, and shall not include any other individual or the descendants of such individual.

5. *Incapacitated; Incapacity.* An individual shall be deemed "Incapacitated" or in a state of "Incapacity" if any one or more of the following apply:

(a) A court of competent jurisdiction has appointed a guardian, conservator or similar legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians have certified that the individual is substantially incapable of managing such individual's financial affairs.

An individual will no longer be treated as incapacitated if following a period of being incapacitated:

(a) A court of competent jurisdiction rules that the individual no longer requires a guardian, conservator or other legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians certify that the individual is not substantially incapable of managing such individual's financial affairs.

6. *Income Beneficiary.* "Income Beneficiary" means a person to whom the Independent Trustee is either required or permitted to make distributions of income from a trust.

7. *Independent Trustee.* "Independent Trustee" means a person properly appointed as such who is not (i) a beneficiary of any trust established by this Agreement or (ii) any person who would cause trust income or principal to be attributable to a beneficiary of a trust or any other person for federal income, estate or gift tax purposes prior to actual distribution from the trust.

8. *In Writing; Written Instrument; Acknowledged.* The term "in writing" means a manually signed instrument that is delivered by physical delivery or by e-mail, facsimile or other means of transmission. The term "Written Instrument" means an instrument in writing that is witnessed. An instrument that is "acknowledged" shall be in writing and manually signed or personally acknowledged in the presence of a Notary Public or other person who has legal authority to accept, and does accept, the signer's acknowledgment.

9. *Non-Independent Trustee.* "Non-Independent Trustee" means a properly appointed Trustee who is not an Independent Trustee.

10. *Per Stirpes.* Property that is to be allocated among an individual's descendants "per stirpes" shall be divided into as many equal shares as there are (i) living children of such individual, if any, and (ii) deceased children of such individual who have one or more living descendants. Each living child is allocated one share. The share of each deceased child with one or more living descendants is to be divided in the same manner, with subdivision repeating at each succeeding generation until the share is fully allocated among living descendants.

11. *Protector* "Protector" means a person properly appointed as such whose appointment would not cause trust income or principal to be attributable to a beneficiary of any trust hereunder for federal income, estate or gift tax purposes prior to actual distribution from the trust.

12. *Related or Subordinate.* A person is "Related or Subordinate" if such person would be considered a "related or subordinate party" under Code Section 672(c).

13. *Treasury Regulations.* References to "Treasury Regulations" or a "Treasury Regulation" are to the regulations pertaining to the Code published under 26 CFR as in effect at the relevant time.

14. *Trustees.* "Trustees" means all the trustees, individual and corporate, independent and Non-Independent, of any gender and any number, at any time serving as trustees.

15. *Trust Property.* "Trust Property" refers to the income and principal held by the Trustees under this Agreement, or to any portion of it, as context may indicate.

16. *Will.* "Will" means a Will duly admitted in probate.

ARTICLE XII.
IRREVOCABILITY AND AMENDMENT

1. *Irrevocability.* This Agreement is irrevocable and the Grantor shall have no right whatsoever to alter, amend, revoke, or terminate this Agreement, in whole or in part. By funding this Agreement the Grantor agrees to and does hereby relinquish absolutely all powers of disposition, all possession and enjoyment of, and the right to the income from the Trust Property or any reversionary interest therein, and all right to designate the persons who shall possess or enjoy the Trust Property or the income therefrom; and the Grantor shall have the right, at any time, to release, renounce, or disclaim any interest whatsoever which might be construed in default of such intention. Neither the creation of any trust under this Agreement nor any distribution of income or principal thereof shall be deemed or considered to discharge or relieve the Grantor, the Grantor's spouse, or the Grantor's children from their obligation to support any dependent of theirs.

2. *Amendments.* The Independent Trustee, by an instrument in writing, may amend the dispositive or administrative provisions of this Agreement (including the provisions relating to the trustees and the governing law); provided that (i) only persons who would have been eligible to benefit from a trust shall benefit from any dispositive amendment (provided that any such beneficiary may be excluded, whether revocably or irrevocably); (ii) the Grantor shall not be given any additional rights or power with respect to the Trust Property; and (iii) the trust may not be extended for a longer period than is permissible under the Paragraph called "Perpetuities Provisions." No Trustee shall participate in the exercise of this power to amend if such trustee would be deemed to possess a general power of appointment or to the extent such participation would otherwise result in the inclusion of trust property in the estate of such trustee for federal estate tax purposes or render such trustee liable for federal gift taxes, but such power shall be exercisable only by the other Independent Trustees, if such other Independent Trustees would not be so affected, or not at all. The Trustees so authorized may exercise this power from time to time and may release this power in whole or in part.

3. *Certificate of Trust.* Any person dealing with a trust or the Trustees shall be entitled to rely upon an instrument in writing, signed by the Trustees, as to what, if any, amendment has been made to this Agreement, and as to the identity of the current Trustees.

ARTICLE XIII.
CONSTRUCTION

1. *Grantor's Family.* As of the date of this document, the Grantor's spouse is Mary Early ("Mary") and the Grantor's children are Ethan Early and Brian Early.

2. *Gender and Number.* Any word used in the singular or plural, or in the masculine, feminine or neuter, shall be either singular or plural, and masculine, feminine or neuter, as the context may indicate.

3. *Captions.* Whenever a caption could be interpreted in such a way that it would conflict with any substantive provisions of this Agreement, the substantive language of this Agreement shall prevail over the language of the caption.

4. *Severability.* If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE XIV.
ASSIGNMENT AND ACCEPTANCE

The Grantor hereby transfers the property listed on Schedule A to the Trustees to be administered in accordance with the terms of this Agreement. The Trustees hereby accept this trust and agree to administer the Trust Property, IN TRUST, in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Trustees have signed, sealed, and acknowledged this Agreement the day and year first above written.

L.S.
JAMES F. EARLY, Grantor

IN THE PRESENCE OF:

Christine E. Ferrucci
Witness 1 *(Signature)*

Christine E. Ferrucci
Witness 1 *(Print)*

Theresa E. Oberempt
Witness 2 *(Signature)*

Theresa E. Oberempt
Witness 2 *(Print)*

Mary Early L.S.

MARY EARLY, Trustee

IN THE PRESENCE OF:

Christine E Ferrucci — Christine E. Ferrucci

Witness 1 *(Signature)* — Witness 1 *(Print)*

Theresa E. Oberempt

Witness 2 *(Signature)* — Witness 2 *(Print)*

L.S.

PAUL L. BEHLING, Trustee

IN THE PRESENCE OF:

Elizabeth D Bryan — ELIZABETH O'BRYAN

Witness 1 *(Signature)* — Witness 1 *(Print)*

Laura A Wininger — Laura A. Wininger

Witness 2 *(Signature)* — Witness 2 *(Print)*

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared JAMES F. EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared MARY EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
)ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26 , 2012

Personally appeared PAUL L. BEHLING, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Anna M Giantonio

~~COMMISSIONER OF THE SUPERIOR COURT~~
NOTARY PUBLIC

ANNA M. GIANTONIO
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES 03-31-2015

SCHEDULE A

Cash	One Dollar ($1.00)

FedEx Express

Extremely Urgent

Page 1 of 1

From: (843) 853-4432
Marie Kinkling Bruce
BURT, BYARS & TAYLOR, LLC
682 COLEMAN BLVD
SUITE 200
MT. PLEASANT, SC 29464

Origin ID: CHSA

FedEx Express

Ship Date: 06SEP13
ActWgt 1.0 LB
CAD: 3444944/NET3430

Delivery Address Bar Code

Ref#
Invoice #
PO #
Dept #

BILL SENDER

SHIP TO: (843) 856-4032
Attn: Ms. Pamela Mecke
Charleston County Assessors Office
101 Meeting Street
Suite 135
CHARLESTON, SC 29401

MON - 09 SEP 10:30A
PRIORITY OVERNIGHT

TRK# 7966 3485 3256

29401
SC-US
CHS

29 CHSA

RT 205 1 B
3256
09.09
FZ

< Insert shipping document here.

ROA 210

MINIMUM REQUIRED DOCUMENTS TO CONSIDER 4% LR APPLICATION

A) Copies of SC Driver(s) License(s) OR SC ID card(s) showing current address *(for all owner-occupants AND spouse)*

B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse).*

C) Copies of most recently filed Federal & State income tax return for owner-occupants AND spouse.

D) Copies SC Voter Registration Cards (for all owner-occupants AND spouse)

E) Trust – if in trust need a copy of trust or letter from attorney clearly identifying the income beneficiaries of the trust

If *any* item listed above is not available – you must *provide a written explanation:*

F) Check for Signature(s), Social Security Numbers, and Initials

G) Check to make sure all questions are answered

H) If legally separated or divorced, provide court issued proof of legal separation or divorce.

I) For members of the Military, provide a copy of current orders, Military ID. And LES

Additional Information Required For Refund Request:
All of the above plus:
Copies of tax returns for the tax year(s) of the refund request
Two (2) letter of responsibility from utility companies

All information can be faxed, emailed or mailed except the application (must have original signature).

Complete

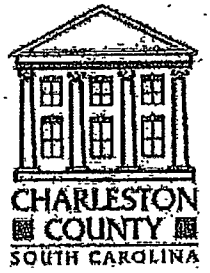
Mailing address:
PO Box 427
Charleston, SC 29402

Fax number:
843-958-4150
843-958-4177

Initial: AB
Date: 9-9-13

PID: 265-13-00-015

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427



101 Meeting Street, Suite 132
Charleston, SC 29401
843.958.4100

January 2, 2014

James F Early
Mary Early
206 Sand Fiddler Ct
Kiawah Island, SC 29455

RE: PID: 2013/265-13-00-015
OWNER: Early, James F Trust and Early, Mary
LOCATION: 206 Sand Fiddler Ct

Dear: Mr. and Mrs. Early

Our office is in receipt of your application for the 4% Legal Residence special assessment for the 2013 tax year. Your application has been disapproved for the 2013 tax year for the following reasons:

Request for 4% disapproved. **(29)**
James Early claims residency in CT.

Pursuant to SC Code Ann. §12-43-220(c) "If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the *classification* as provided in Chapter 60 of this title." SC Code Ann. §12-60-2520(A) provides that "A property taxpayer may object to a property tax assessment made by a county assessor by requesting in writing to meet with the assessor..."

Written objection must be made to the Assessor within ninety (90) days from the date of the mailing of this notice. Ninety days from the above date is April 2, 2014.

Please note, if an appeal is not finalized before the due date on your property tax bill, you must pay your bill. Penalties and interest will apply if you do not pay your bill by the due date. They will not be waived if you fail to pay by the due date. The issuance of any adjusted bill will not remove penalties and interest. Appeal adjustments are not retroactive; however, if your appeal is finalized after the due date for taxes, a refund will be issued.

This notice is not a bill. A bill will be issued at 6% for tax year 2013 unless this notice is successfully appealed.

Sincerely,
Wanda A Query
County Services Rep.
Waq 843-958-4172
CC: File; Auditor's Office

ONBASE COPY

PID: 265-13-00-015

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

March 19, 2014

COPY

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Wanda A. Query
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Wanda:

We are in receipt of your correspondence dated January 2, 2014 denying Mary Early, the owner of the above-referenced Property, the 4% Legal Residence Assessment. Please accept the within correspondence as a written objection to the disapproval. It is my understanding that the disapproval is based solely on the residency status of Mrs. Early's husband, who holds no ownership interest in the subject Property.

Although we recognize that the language of S.C. Code Ann. §12-43-220, *et seq.* changed to require that the applicant attest that ..."neither [she] or any member of [her] household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose," we contest the constitutionality of the statute. Mrs. Early is the sole beneficiary under her Trust which holds title to the subject Property. As such, Mrs. Early retains 100% interest in the Property.

We do not contest that Mr. Early is domiciled in Connecticut. However, we do object to the correlation between Mr. Early's domicile and Mrs. Early's disqualification for the 4% Legal Residence Assessment. The County's denial of Mrs. Early's application for 2013 is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility under the statute and her inherent property rights under the United States Constitution.

We take issue with the fact that the statute unfairly penalizes a married couple over individuals who are unmarried and owning real property in South Carolina. Under S.C. Code Ann. §12-43-220 (c)(8)(ii), an individual who "owns at least a twenty-five percent interest in the subject property with immediate family members," i.e. a parent, child or sibling but NOT a spouse, may qualify for the 4% assessment ratio on the **entire value of the property**. In such a scenario, the applicant is not obligated to provide documentation that the "immediate family members" are domiciled in South Carolina. For example, if Mrs. Early was not married and held

SCANNED
JUN 09 2014
ROA 214
ASTLDS

title to the Property with her sibling, who hypothetically is a resident of Wisconsin, Mrs. Early would still qualify for the 4% assessment ratio on the **entire value of the property**. It is her status as someone who is married that denies her the right to qualify for the 4% assessment ratio on the Property although she is domiciled in Charleston County, South Carolina and retains all ownership interest in the property.

To the extent that the County is concerned with Mr. Early's status, he receives no form of homestead exemption or legal residence assessment in Connecticut. Neither Mr. or Mrs. Early receive any such exemption on any other real property. The only property that received such an exemption is the subject Property.

In both South Carolina Attorney General Opinions, 2009 WL 1968628 (S.C.A.G.) and 2009 WL 2844864 (S.C.A.G.), where applications for the 4% assessment ratio are analyzed, emphasis is placed on the evidence of the taxpayer's intent as a whole to qualify for the reduced tax rate, not simply a determination of what boxes are checked on a form. We urge your office to reassess Mrs. Early's 2013 application for the 4% Legal Residence assessment as the subject Property is her legal residence.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

SCANNED
JUN 09 2014
ROA 215
ASTLDS

From: (843) 856-4488
Marla Kiehling Brees
BUIST, BYARS & TAYLOR, LLC
652 COLEMAN BLVD
SUITE 200
MT. PLEASANT, SC 29464

Origin ID: CHSA

FedEx Express

J1410140207/0326

Ship Date: 19MAR14
ActWgt: 1.0 LB
CAD: 3444844/INET3490

Delivery Address Bar Code

SHIP TO: (843) 856-4488 BILL SENDER

Attn: Ms. Wanda Query
Charleston County Assessors Office
101 MEETING ST STE 135

CHARLESTON, SC 29401

Ref# Lit - 2013080018
Invoice #
PO #
Dept #

THU - 20 MAR 10:30A
PRIORITY OVERNIGHT

TRK# 7982 7432 2020
0201

29401
SC-US
CHS

29 CHSA

522G1/C04F1F220

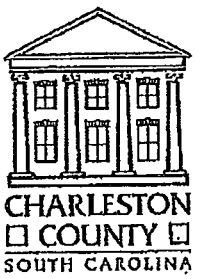
After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

SCANNED
JUN 09 2014
STLDS

3/19/2014

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427



101 Meeting Street, Suite 135
Charleston, SC 29401
843.958.4100

March 31, 2014

Ms. Maria Klehling Brees
Buist Byars and Taylor
652 Coleman Boulevard Ste. 200
Mt. Pleasant, SC 29464

Re: PIN: 2013/265-13-00-015 TD: 5-4
OWNER: James F. Early Trust et al.
LOCATION: 206 Sand Fiddler

Dear Ms. Brees:

Your letter of objection was received by the Assessor's Office on March 20, 2014. A telephone conference was held on March 28, 2014. If you wish to continue the appeal, the Protest Form is enclosed. For the protest form, be advised that:

1. B must be checked;
2. you <u>must</u> submit data to support the 4% Ratio conclusion;
3. you <u>must</u> initial and date the statement regarding bill payment and penalties;
4. the Protest Form <u>must</u> be signed, dated and returned by April 30, 2014;
5. you are to return the yellow form and keep a copy for your records;

It is very important that you review the Appeal Processes and Protests found on the back of the enclosed Protest Form with regard to paying your tax bill while the property is under appeal. Additional information about appeals, various applications, deadlines and processes is available on Charleston County's website at www.charlestoncounty.org.

Sincerely,

Jessica DeWeerth
Classification Supervisor

jwd

Protest Form Letter.doc (Revised 9/10/10)

PIN: 265-13-00-015

DO NOT E MAIL

CHARLESTON COUNTY ASSESSOR'S OFFICE
P. O. BOX 427, CHARLESTON, SC 29402-0427

DO NOT FAX

PROTEST OF APPRAISAL / ASSESSMENT FOR TAX YEAR 20 13

Owner James F. Early Trust and Mary Early
Tax District 5-4
Property Location 206 Sand Fiddler Court
Acreage ——
Subdivision Osprey Beach
Legal Description Lot 206 Track 61 Phase IIA
~~Number of Buildings~~ ~~Market Value: $~~ ~~Taxable Value: $~~ ~~O/U~~
Conference Held With: Atty. Maria Kipling Brees
Conference Held Date: March 28 2014 (Month) (Day) (Year)
Appraiser Conducting Conference: DeWeerth #104

South Carolina Law (12-60-2520) provides that this form shall be completed and returned to the Assessor by April 30, 2014 (30 days from Conference Held Date) or your appeal shall be abandoned for this tax year.

A PROTEST OF THE APPRAISAL/ASSESSMENT MAY RESULT IN *ANY* OF THE FOLLOWING ACTIONS:

(1) No Change **(2) Decreased Value/Assessment** **(3) Increased Value/Assessment**

Before a Protest can be accepted, the following information ***must*** be provided. Check all that you believe applicable to this Protest.

A. ___ The Assessor's appraised value is higher than market value as of the effective date of value.

B. ___ The property should qualify for a Special Assessment ratio or exemption as noted below:

☐ Legal Residence 4% ☐ Agricultural Use ☐ Homebuilders Exemption
☐ HOA Assessment ☐ Multi-Lot Discount

C. ___ Legal Appeal or Statutory interpretation appeal: ☐ ATI ☐ Other statutory matter

In support of A, B or C, you ***must*** provide: 1) a statement of facts supporting your position; and 2) a statement outlining the reasons for Protest including any law or authority upon which you rely. Additionally, you ***must*** provide: your estimate of fair market value and comparable sales; AND information on reproduction or replacement cost; OR income, expense, and vacancy for the subject property and support for the cap rate or income multiplier; AND any other information requested at the conference (see below).

List data in support of A – C (Attach extra sheets if necessary) _____

☐ Other data/information requested by the Assessor at the conference (list) _____

SEE BACK OF FORM FOR IMPORTANT INFORMATION

FILING OF THIS PROTEST DOES NOT POSTPONE OR DELAY THE PAYMENT OF TAXES. BY STATUTE, TAXES ARE DUE AND PAYABLE BY THE DATE SHOWN ON THE BILL. PENALTIES WILL BE APPLIED THAT CANNOT BE WAIVED IF THE TAX BILL IS NOT PAID WHEN DUE. Initials_____ Date_____

YOU WILL BE NOTIFIED BY MAIL OF THE ACTION TAKEN BY THE ASSESSOR

Your Estimate of MARKET VALUE $ _____. (The estimate of value ***must*** be provided for the Protest to be considered).

I certify that the description, statements and information contained in this Protest are to the best of my knowledge both correct and true, and that permission is granted to inspect the inside and outside of the property if necessary.

Given under my hand this _____ day of _____, 20____

Original Signature Required — Print Name (Legibly) First and Last

CHECK ONE: I am the - Owner ☐ OR Representative ☐

Daytime Telephone: Business _____ Cell _____ Home _____

CONFIRM Mailing Address: _____
- Print Legibly -

CHECK ONE: This is the Current Address of Record ☐ OR a Permanent Change of Owner's Address ☐ OR the Representative Address ☐

RETURN TO: CHARLESTON COUNTY ASSESSOR'S OFFICE
P. O. BOX 427, CHARLESTON, SC 29402-0427

PID# 2013 / 265 - 13 - 00 - 015

DO NOT FAX DO NOT E MAIL

ROA 218

Protest Form Revised 05/31/2011

FILE COPY

APPEAL PROCESSES AND PROTESTS

The appeal process in South Carolina has several steps primarily contained in SC Code of Laws §12-60-2510 and 2520. *Legal deadlines apply to all steps.* Failure to comply with deadlines will result in the abandonment of appeal rights for the year. The following information is derived from the statutes and contains additional clarifying information. Consult the statutes for the exact wording.

1) The taxpayer may object to a property tax assessment for real property (real estate) by requesting in writing to meet with an appraiser or staff member in the Assessor's Office about the objection.

Step 2) On examining the written objection, if the appraiser or staff member finds an obvious error, the error will be corrected. A revised Property Tax Assessment Notice[1] will be mailed to the taxpayer.

Step 3) If no error is found, a conference[2] will be scheduled with the taxpayer.

- *At the conference, the taxpayer is advised of the right to Protest the: market value, special use value, classification or other assessment matters. The taxpayer is provided with a form for filing the Protest (the reverse side of this document is the Protest Form).*

←THIS PROPERTY IS CURRENTLY AT THIS STAGE OF THE PROCESS →

Step 4) The taxpayer has 30 days after the date of the conference to file the written *Protest*[3] with the Assessor's Office. If a telephone conference is held, the 30 day deadline begins on the date of the telephone conference, not on the date the taxpayer receives the Protest Form. The value/assessment is not under Protest until the form or its equivalent is timely returned to the Assessor's Office.

- *The taxpayer must provide the reasons for the protest, and the data, facts, law or other authority to support the Protest at the time the Protest is filed. Protests without this information are not compliant with the statute.*
- *The taxpayer is not required to use the Protest Form, but any Protest submitted must contain all of the information legally required for a valid Protest as noted above and as noted on the Protest Form. The Protest Form assists in providing this information. Attachments are allowed. If the form or its equivalent is NOT returned by the legal deadline, the right to Protest is abandoned for the year.*
- *NOTE: Per SC Code of Laws §12-60-1750, no refund of property taxes will be made for errors in valuation unless the assessment was appealed in accordance with SC Code § 12-60-2510.*

Step 5) After the Protest has been received and the information submitted has been reviewed, the Assessor's Office will notify the taxpayer in writing of the decision, of additional appeal rights and the time limitations on those rights.

Deadlines: The Assessor has no statutory authority to extend deadlines. If the Taxpayer's Protest is not delivered by hand, conformance with the legal deadline is verified by postmark or mailing mark. It is important that a postmark or mailing mark contain a date. The US Postal Service *generally* provides dated postmarks, however occasionally a bar code is used. Not all postage meters used in private businesses have the date function activated. UPS, Federal Express and other delivery services also provide date verification. If there is not a verifiable postmark or mailing date, the date [illegible]ed by the Assessor's Office is the date used to determine timely return. It is not necessary to send Protests return receipt requested or by certified mail, but some taxpayers prefer to do so. By law, Protests must be sent to the *Assessor's Office.* Do not send Protests to other county offices or other county officials. Do not transmit Protests by facsimile or e-mail. An original signature is required on Protest Forms and other documents.

Important Notes Regarding Tax Payment:

- *SC Codes require that taxes be paid by January 15th (or the next business day if Jan. 15th is a holiday or weekend.) The filing of a Protest does not relieve the taxpayer of the responsibility of paying taxes when due. If the taxpayer does not pay the bill on time, penalties apply that cannot legally be waived. The Assessor's Office advises taxpayers not to file Protests close to the due date. File promptly and allow time for mailing and processing. See the following section on payments.*

Payment of Taxes while Under Protest: The taxpayer must pay the tax bill as issued and when due while the property is under Protest. If a taxpayer filed a *Protest* for the tax year, and the Protest or Appeal is not concluded by December 31st of that tax year, the taxpayer has the right to *be billed* based on 80% of the tax assessment (SC Code §12-60-2550). This is not 80% of the existing bill, as bills reflect fees and credits unrelated to the assessment. If the taxpayer desires a 100% bill or a bill that is between 80% and 100%, the request can be accommodated; however, it may take several days. Only properties under Protest receive 80% bills (Step 5).

Typically, Charleston County issues 80% bills as a group in mid December to allow payment by the end of the year or by the due date. After the group mailing, 80% bills on Protests can be issued manually if requested by the taxpayer in writing. Manual bills may take several days to issue due to end of the year volume and volume near the due date. The Assessor's Office strongly advises taxpayers not to wait until the last few days to request an 80% bill. If a response to the Protest is mailed in December, the taxpayer will be re-billed at 100% if there has been a change in the assessment. See notes regarding tax payments preceding this section.

- *DO NOT send a check for less than the full amount until an 80% bill is created. Partial payments will be returned by the Treasurer, may cause the payment to be deemed late and may result in penalties that cannot be waived. DO NOT send payments to the Assessor; send payments as indicated on the bill.*
- *Once the appeal is resolved, a new bill or refund will be issued if there is a difference between the final assessment and the 80% assessment. Interest is added or paid on the additional bill or refund starting on the due date of the bill. Interest on refunds is not allowed if the refund is made within 75 days after the last day prescribed for paying the tax (SC Code §12-54-25(C)). The interest rate is set by the SC Department of Revenue.*
- *Once the appeal is resolved, if an 80% bill was not issued, new billings and/or refunds will result for any difference between initial value and any revised value.*

---

[1] A Property Tax Assessment Notice is not a *tax bill;* it is a notification that there has been a change regarding the property value or the assessment for the Tax Year

[2] Failure to keep the scheduled conference appointment will result in loss of appeal rights for the year.

[3] Failure to file the *Protest* within 30 days of the conference legally results in abandonment of appeal rights for the year. A Protest cannot be filed electronically or by facsimile. An original signature is required.

2013 Protest Form 08

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

April 28, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Ms. Jessica DeWeerth
101 Meeting Street, Suite 135
Charleston, SC 29401

RECEIVED
2014 APR 29 AM 10:
CHARLESTON COUNTY
ASSESSOR'S OFFICE

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Jessica:

Please find enclosed the completed Protest of Assessment for Tax Year 2013 for our client, Mrs. Early, regarding her above-referenced Property. For your reference, I am enclosing my prior correspondence to Ms. Query regarding our reasons for objecting to the denial of the 4% Legal Residence. We restate the same objections regarding the enclosed Protest of Assessment for Tax Year 2013.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

265-13-0-15

DO NOT E MAIL

CHARLESTON COUNTY ASSESSOR'S OFFICE
P. O. BOX 427, CHARLESTON, SC 29402-0427

DO NOT FAX

PROTEST OF APPRAISAL / ASSESSMENT FOR TAX YEAR 20 13

Owner James F. Early Trust and Mary Early — Tax District 5-4
Property Location 206 Sand Fiddler Court — Acreage
Subdivision Osprey Beach
Legal Description Lot 206 Tract 51 Phase IIA
Number of Buildings — Market Value: $ — Taxable Value: $ — O/B
Conference Held With: Atty Maria Kiehling Brees
Conference Held Date: March 28 2014 (Month) (Day) (Year) — Appraiser Conducting Conference: DeNeeth #04

South Carolina Law (12-60-2520) provides that this form shall be completed and returned to the Assessor by April 30, 2014 (30 days from Conference Held Date) or your appeal shall be abandoned for this tax year.

A PROTEST OF THE APPRAISAL/ASSESSMENT MAY RESULT IN *ANY* OF THE FOLLOWING ACTIONS:
(1) No Change (2) Decreased Value/Assessment (3) Increased Value/Assessment

Before a Protest can be accepted, the following information *must* be provided. Check all that you believe applicable to this Protest.

A. ___ The Assessor's appraised value is higher than market value as of the effective date of value.
B. ✓ The property should qualify for a Special Assessment ratio or exemption as noted below:
☑ Legal Residence 4% ☐ Agricultural Use ☐ Homebuilders Exemption
☐ HOA Assessment. ☐ Multi-Lot Discount
C. ___ Legal Appeal or Statutory interpretation appeal: ☐ ATI ☐ Other statutory matter

In support of A, B or C, you *must* provide: 1) a statement of facts supporting your position; and 2) a statement outlining the reasons for Protest including any law or authority upon which you rely. Additionally, you *must* provide: your estimate of fair market value and comparable sales; AND information on reproduction or replacement cost; OR income, expense, and vacancy for the subject property and support for the cap rate or income multiplier; AND any other information requested at the conference (see below).

List data in support of A – C (Attach extra sheets if necessary)

Please see the enclosed correspondence

RECEIVED
2014 APR 29 AM 9:
CHARLESTON COUNTY ASSESSOR'S OFFICE

☐ Other data/information requested by the Assessor at the conference (list)

SEE BACK OF FORM FOR IMPORTANT INFORMATION

FILING OF THIS PROTEST DOES NOT POSTPONE OR DELAY THE PAYMENT OF TAXES. BY STATUTE, TAXES ARE DUE AND PAYABLE BY THE DATE SHOWN ON THE BILL. PENALTIES WILL BE APPLIED THAT CANNOT BE WAIVED IF THE TAX BILL IS NOT PAID WHEN DUE. Initials MKB Date 4/27/14

YOU WILL BE NOTIFIED BY MAIL OF THE ACTION TAKEN BY THE ASSESSOR

Your Estimate of MARKET VALUE $ N/A per attached MKB (The estimate of value *must* be provided for the Protest to be considered).

I certify that the description, statements and information contained in this Protest are to the best of my knowledge both correct and true, and that permission is granted to inspect the inside and outside of the property if necessary.

Given under my hand this 27th day of April, 2014

Maria Kiehling Brees
Original Signature Required — Print Name (Legibly) First and Last

CHECK ONE: I am the - Owner ☐ OR Representative ☒

Daytime Telephone: Business (843) 284-1409 Cell N/A Home N/A

CONFIRM Mailing Address: 652 Coleman Boulevard, Ste. 200
- Print Legibly - Mt. Pleasant, SC 29464

CHECK ONE: This is the Current Address of Record ☐ OR a Permanent Change of Owner's Address ☐ OR the Representative Address ☒

RETURN TO: CHARLESTON COUNTY ASSESSOR'S OFFICE
P. O. BOX 427, CHARLESTON, SC 29402-0427

PID# 2013 / 265 - 13 - 00 - 015

DO NOT FAX DO NOT E MAIL

Protest Form Revised 05/31/2011

PLEASE COMPLETE AND RETURN TO ASSESSOR'S OFFICE

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

March 19, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Wanda A. Query
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Wanda:

We are in receipt of your correspondence dated January 2, 2014 denying Mary Early, the owner of the above-referenced Property, the 4% Legal Residence Assessment. Please accept the within correspondence as a written objection to the disapproval. It is my understanding that the disapproval is based solely on the residency status of Mrs. Early's husband, who holds no ownership interest in the subject Property.

Although we recognize that the language of S.C. Code Ann. §12-43-220, *et seq.* changed to require that the applicant attest that ..."neither [she] or any member of [her] household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose," we contest the constitutionality of the statute. Mrs. Early is the sole beneficiary under her Trust which holds title to the subject Property. As such, Mrs. Early retains 100% interest in the Property.

We do not contest that Mr. Early is domiciled in Connecticut. However, we do object to the correlation between Mr. Early's domicile and Mrs. Early's disqualification for the 4% Legal Residence Assessment. The County's denial of Mrs. Early's application for 2013 is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility under the statute and her inherent property rights under the United States Constitution.

We take issue with the fact that the statute unfairly penalizes a married couple over individuals who are unmarried and owning real property in South Carolina. Under S.C. Code Ann. §12-43-220 (c)(8)(ii), an individual who "owns at least a twenty-five percent interest in the subject property with immediate family members," i.e. a parent, child or sibling but NOT a spouse, may qualify for the 4% assessment ratio on the **entire value of the property**. In such a scenario, the applicant is not obligated to provide documentation that the "immediate family members" are domiciled in South Carolina. For example, if Mrs. Early was not married and held

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title to the Property with her sibling, who hypothetically is a resident of Wisconsin, Mrs. Early would still qualify for the 4% assessment ratio on the **entire value of the property**. It is her status as someone who is married that denies her the right to qualify for the 4% assessment ratio on the Property although she is domiciled in Charleston County, South Carolina and retains all ownership interest in the property.

To the extent that the County is concerned with Mr. Early's status, he receives no form of homestead exemption or legal residence assessment in Connecticut. Neither Mr. or Mrs. Early receive any such exemption on any other real property. The only property that received such an exemption is the subject Property.

In both South Carolina Attorney General Opinions, 2009 WL 1968628 (S.C.A.G.) and 2009 WL 2844864 (S.C.A.G.), where applications for the 4% assessment ratio are analyzed, emphasis is placed on the evidence of the taxpayer's intent as a whole to qualify for the reduced tax rate, not simply a determination of what boxes are checked on a form. We urge your office to reassess Mrs. Early's 2013 application for the 4% Legal Residence assessment as the subject Property is her legal residence.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

(00439893.DOC)

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BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

COPY

September 6, 2013

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Pam Mecke
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Pam:

Our firm represents Mrs. Mary E. Early, the current owner of 206 Sand Fiddler Court, the above-referenced property (the "Property"). Enclosed please find the following documents:

- Attachment A – Legal Residence 4% Special Assessment Application
- Attachment B – SC Form 2848 Power of Attorney
- Attachment C – South Carolina Driver's License – Mary E. Early
- Attachment D – Connecticut Driver's License – James F. Early
- Attachment E – South Carolina Voter Registration – Mary E. Early
- Attachment F – South Carolina Vehicle Registrations – Mary E. Early
- Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
- Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
- Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
- Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early).
- Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
- Attachment L – James F. Early 2012 Trust Agreement

The enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as

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beneficiary and trustee of the James F. Early 2012 Trust Agreement. Neither Mr. nor Mrs. Early receive any form of legal residence or homestead exemption for any other property owned in the United States. We would assert that Mr. Early's status as a resident of the State of Connecticut has no bearing on Mrs. Early's one hundred percent (100%) ownership in the subject property and her entitlement to receive the legal residence 4% special assessment for the same.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

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Attachment A

Legal Residence 4% Special Assessment Application

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only, *REFUNDS REQUIRE A DIFFERENT FORM*

MAIL Original application to: Charleston County Assessor's Office
DO NOT FAX. PO Box 477, Charleston SC, 29402-0427
DO NOT E MAIL Telephone: (843) 958-4100

Office Use Only: Office/Rep Use Only:

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
EARLY JAMES F. TRUST 206 SAND FIDDLER COURT KIAWAH ISLAND, SC 29455 (CORRECT THE ADDRESS IF NECESSARY)	206 Sand Fiddler Court Osprey Beach (429) TMS# 265-13-00-015 Ofc. Use: Assoc. PIN _____ Ac. _____

CALL 843-958-4100 (option #1) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU *MUST* ANSWER *ALL* QUESTIONS ON THIS APPLICATION AND PROVIDE *ALL* REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: 206 Sand Fiddler Court, Kiawah Island, SC 29455
2. Date owner-occupant(s) began to occupy the property: April 2003
3. Type of residence: ☒ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ this is a separate Parcel used as a Yard ☐ Mobile Home (Provide Decal #_____) If Mobile home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property held in a trust? ☐ No ☒ Yes If YES: attach copy of ENTIRE trust and any related documents Please see attached
   If the property is held in a trust: Is the property occupied by a current income beneficiary of the trust? ☐ No ☒ Yes
5. Is the property owned by a single member Limited Liability Corporation (LLC)? ☒ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property subject to a land/installment contract or bond for title? ☒ No ☐ Yes If YES: attach copy of recorded contract
7. Is the property rented for any period of time during the year? ☒ No ☐ Yes If YES: # of days rented? N/A
8. Is any part of the property (commercial, apartment, lot, mobile home, etc.) rented OR used/claimed for business purposes?
   ☒ No ☐ Yes Describe *(attach extra sheet if needed)* N/A
9. Do you have room-mate(s)? ☒ No ☐ Yes If YES: attach lease(s) or detailed explanation
10. For all owners: List full name, percent interest owned and relationship to applicant *(attach extra sheet if needed)*
    Mary E. Early, 100% interest (50% individually and 50% as income beneficiary under Trust)
11. Please check appropriate box: A) Married ☒ B) Widowed ☐ C) Legally separated ☐ D) Divorced ☐ E) Never Married ☐
12. A) Address of your PREVIOUS residence. *(Street, City, County, State, Country)* 38 Hunting Hill Road, Woodbridge, CT 06525
    B) Spouse's previous address *(if different from A)*: Same
13. A) Did you own your previous residence? ☐ No ☒ Yes If YES: Has it been sold? ☒ No ☐ Yes If YES: Date sold: _____
    B) If NOT sold – Is that property qualified for any type of exemption, discount or credit, etc.? ☒ No ☐ Yes If YES: the previous taxing jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any *member of your household** claim to be a resident of any other jurisdiction *(City, County, State or Country)* for any purpose? ☐ No ☒ Yes If YES: attach explanation Please see attached explanation
15. Do you, your spouse, or any *member of your household** own another residence(s) in the United States or in another country?
    ☐ No ☒ Yes If YES: List ALL addresses showing City, County, State, Country *(attach extra sheet if necessary)*
    Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE *ALL APPLICABLE ITEMS* OR EXPLANATION FOR MISSING ITEMS – *SEE INSTRUCTIONS*

A) Copies of SC Driver(s) License(s) OR SC Identification card(s) showing current address *(for all owner-occupants AND spouse)*.
B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse)*. If you drive a company car provide registration.
C) Copies of first 2 pages of most recently filed Federal 1040 (including schedules A, C, E & Form 8829 if applicable) AND SC/Other State income tax returns – for all owner-occupants AND spouse *(redact income, social security & account/routing numbers – see instructions for how to redact)*.
D) Copies of SC Voter Registration Cards *(for all owner-occupants AND spouse)*.
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the Military must also provide a copy of Military Identification card, current orders & current LES *(redact income data – see instructions)*.
G) If answers to questions 4, 5, 6, 8 or 9 are YES OR if 13 B) is checked, additional information or documents are required as noted in those sections.

If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise- other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED *IN WRITING* IF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner or his agent *shall* provide *all* information required in the application, and shall certify to the following statement: 'Under penalty of perjury I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household*, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I, nor a member of my household*, claim the special assessment ratio allowed by this section on another residence.' If a person signs the certification and obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the Assessor within six months, a penalty is imposed."

**member of my household* is defined on the back of this application.*

REQUIRED – Owner-Occupant's Signature	REQUIRED SIGNATURE: ☐ Spouse (spouse MUST sign if applicant is married and not separated even if spouse is NOT an owner) OR ☐ Co-Owner IF occupant of property
Signature: Mary E Early	Signature: James F Early
Print Name Legibly: Mary E. Early, Individually and as Trustee	Print Name Legibly: James F. Early
SSN: 038-28-1270 Date: 8/24/13	SSN: _____ Date: 8-21-13
Phone # 843-243-0046 Phone # _____	Phone # 203-777-7769 Phone # 203-668-1957

For office use only: Approved: ☐ Yes ☐ No By: PIN#

Applications must be filed with the *Assessor* before the first penalty date for the payment of taxes (typically January 15th)
FILING THIS APPLICATION DOES NOT ALLOW YOU TO DELAY PAYING TAXES THAT HAVE BEEN BILLED.
Taxes are DUE BY THE DATE ON THE BILL (Usually January 15th) - PENALTIES AND INTEREST CANNOT BE WAIVED IF THE PAYMENT IS LATE.
Revised April 8, 2013

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Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

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Attachment B

SC Form 2848 Power of Attorney

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
Mrs. Mary B. Early, individually and as Trustee 206 Sand Fiddler Court Kiawah Island, SC 29455		Plan number (If applicable)
	* Daytime telephone number (843)243-0046	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Marie Kiehling Breen c/o Buist, Byars & Taylor, LLC 552 Coleman Boulevard, Suite 209 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (843) 763-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 Instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

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1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
James F. Baxly 38 Hunting Hill Road Woodbridge, CT 06525		Plan number (if applicable)
	* Daytime telephone number (203) 777-7799	Email Address

hereby appoint(s) the following representative(s) as attorney(s)-in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Maria Kiehling Bross c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (843) 763-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

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6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. ..... ▶ ☐

7 **Retention/Revocation of Prior Power(s) of Attorney** -- The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the South Carolina Department of Revenue for the same tax matters for years or periods covered by this document.

If you do not want to revoke a prior power of attorney, check here ..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

8 **Signature of Taxpayer(s)** - If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested; otherwise, see the instructions for SC2848 concerning signature of taxpayer(s). If signed by a corporate officer, partner, guardian, tax matters partner/person, LLC members, executor, receiver, personal representative, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **The Department will not accept a Power of Attorney that is not signed.**

* Mary Early (Signature)	* 7-31-13 (Date)	(Title (if applicable))
* Mary F. Early (Print Name)		
James F. Early (Signature)	7-31-13 (Date)	(Title (if applicable))
James F. Early (Print Name)		

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

▶ **The Department will not accept a Declaration of Representative that is not signed.**

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief. To wilfully furnish a false or fraudulent statement to the Department is a crime.

* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	Marilyn Powers	9/4/13

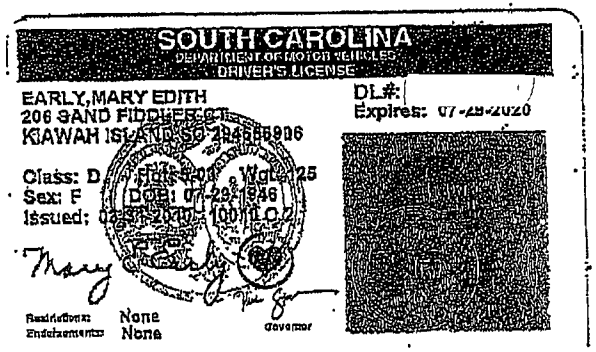
* indicates required field.

33072026

Attachment C

South Carolina Driver's License – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015



SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES
DRIVER'S LICENSE

EARLY,MARY EDITH
206 SAND FIDDLER CT
KIAWAH ISLAND, SC 29455906

DL#:
Expires: 07-28-2020

Class: D Hgt: 5'01" Wgt: 125
Sex: F DOB: 07-28-1946
Issued: 02-31-2010 100 LO

Restrictions: None
Endorsements: None

Governor

Attachment D

Connecticut Driver's License – James F. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

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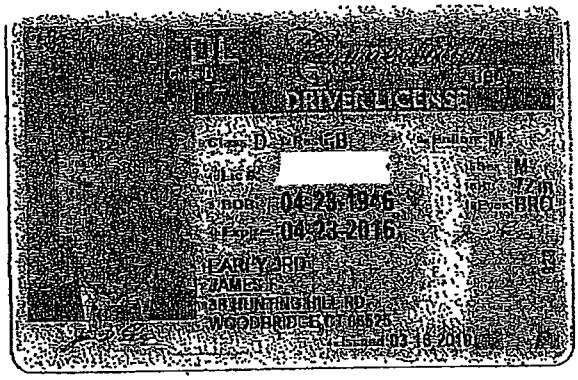
DRIVER LICENSE
04-23-1946
04-23-2016
EARLY JR
JAMES
WOODBRIDGE

Attachment E

South Carolina Voter Registration – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

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JUN 09 2014
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Please check this card for accuracy. For any questions, call your Voter Registration office. You must present your voter registration notification, a valid South Carolina License or a photo I.D. that has been issued by the Department of Public Safety when you go to vote. You may request a duplicate notification card from your local Voter Registration Office if your original is lost or stolen.

If you move within this county, follow directions on back of notification card. If you move to another county, you must register in your new county of residence.

Congressional District	Senate	House	County Council	School District	City Council	Water Shed	Misc. 1	Misc. 2
01	41	119	09	09	24			

MARY E EARLY
206 SAND FIDDLER CT
KIAWAH ISLAND SC 29455

Your current election districts are shown above and your polling place is shown to the right. After detaching your registration notification card save this portion for reference.

STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY: CHARLESTON
PRECINCT: KIAWAH ISLAND
REG. NO: 4 919 158
REG. DATE: 03-31-2010

EARLY, MARY E
206 SAND FIDDLER CT
KIAWAH ISLAND 29455

Mary Early
SIGNATURE OF ELECTOR

FOLD HERE

SEX: F
RACE: W
DOB: 07-29-1946

VOTE AT:
ST JOHNS FIRE STATION #4
12 SORA RAIL ROAD

Marilyn W Bowers
COUNTY / STATE ELECTION OFFICIAL

SCANNED
ROA 289 2014
SCTI DS

Attachment F

South Carolina Vehicle Registrations – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

?. DOCUMENT OF REGISTRATION
A. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER	IVA868	TITLE	770100259377396
PLATE CLASS	RP1	EQUIPMENT NO.	
ISSUE DATE	02/20/2013	COUNTY	10
PLATE EXP.	02/2015	VEHICLE NO.	22446822
DECAL EXP.	02/2014	FLEET NUMBER	
VIN	WDDHF7HB5AA154396		
YEAR	2010		
MAKE	MERZ		
BODY	4S		
MODEL	E63AMG		
VEHICLE TYPE	1		
EMPTY / GVW	4156 / 0		

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906 40497398

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

PEEL HERE

PLACEMENT INSTRUCTIONS ON REVERSE

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.
South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

491 AV

EARLY, MARY, EDITH,
206 SAND FIDDLER CT
KIAWAH ISLAND, SC 294555906

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER EWL452
PLATE CLASS RP1
ISSUE DATE 06/06/2013
PLATE EXP. 06/2015
DECAL EXP. 06/2014
VIN JTJHW31U672012699
YEAR 2007
MAKE LEXS
BODY SU
MODEL RX400H
VEHICLE TYPE IT
EMPTY/GVW 4270/ 0

TITLE 772060168634865A
EQUIPMENT NO.
COUNTY IG
VEHICLE NO. 19092397
FLEET NUMBER

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

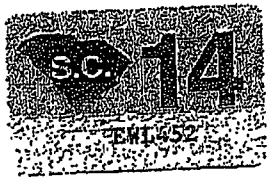
43775111

If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
-Buy License Plates
-Change your address
-Renew your ID card
-Replace your lost or stolen driver's License
-Get a copy of your driving record
-Pay a reinstatement fee
-View SCDMV license plate gallery
-Download SCDMV forms and driver's manual

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE



PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GYA729
PLATE CLASS RP1
ISSUE DATE 01/29/2013
PLATE EXP. 02/2015
DECAL EXP. 02/2014
VIN. 5FNRL5H9XB8038810
YEAR 2011
MAKE HOND
BODY SV
MODEL ODYSSEY
VEHICLE TYPE 1
EMPTY/GVW 4447/ 0

TITLE 772060229941614A
EQUIPMENT NO.
COUNTY 10
VEHICLE NO. 21360512
FLEET NUMBER

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

43139979

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE

PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
-Buy License Plates
-Change your address
-Renew your ID card
-Replace your lost or stolen driver's license
-Get a copy of your driving record
-Pay a reinstatement fee
-View SCDMV license plate gallery
-Download SCDMV forms and driver's manual

Attachment G

IRS Form 1040 – U.S. Individual Income Tax Return for 2012
(James & Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2012** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

See separate instructions.

For the year Jan. 1–Dec. 31, 2012, or other tax year beginning , 2012, ending , 20

Your first name and initial: James	Last name: Early	Your social security number: [redacted]
If a joint return, spouse's first name and initial: Mary	Last name: Early	Spouse's social security number: [redacted]
Home address (number and street). If you have a P.O. box, see instructions.: 38 Hunting Hill Road	Apt. no.	⚠ Make sure the SSN(s) above and on line 6c are correct.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: Woodbridge CT 06525		Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2
b ☒ Spouse
c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qual. for child tax credit (see instr.)

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instructions) — Dependents on 6c not entered above — Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions. Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	1,302,080
8a	Taxable interest. Attach Schedule B if required		8a	150,028
b	Tax-exempt interest. Do not include on line 8a	8b 707,187		
9a	Ordinary dividends. Attach Schedule B if required		9a	239,818
b	Qualified dividends	9b 119,509		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	177,117
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	6,638
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	-3,000
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions	15a	b Taxable amount	15b
16a	Pensions and annuities	16a	b Taxable amount	16b 112,412
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	3,115,187
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits	20a	b Taxable amount	20b
21	Other income. List type and amount: Thornton & Naumes		21	137,941
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶		22	5,238,221

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	43,651
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	43,651
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	5,194,570

COPY

SCANNED

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

DAA

ASTLDS

Form 1040 (2012) James & Mary Early

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	5,194,570
	39a	Check if: [X] You were born before January 2, 1948, [ ] Blind. [X] Spouse was born before January 2, 1948, [ ] Blind. Total boxes checked ▶ 39a 2		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $5,950 Married filing jointly or Qualifying widow(er), $11,900 Head of household, $8,700	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	702,123
	41	Subtract line 40 from line 38	41	4,492,447
	42	Exemptions. Multiply $3,800 by the number on line 6d	42	7,600
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	4,484,847
	44	Tax (see instr.). Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 elec.	44	1,514,934
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	1,514,934
	47	Foreign tax credit. Attach Form 1116 if required 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 48		
	49	Education credits from Form 8863, line 19 49		
	50	Retirement savings contributions credit. Attach Form 8880 50		
	51	Child tax credit. Attach Schedule 8812, if required 51		
	52	Residential energy credits. Attach Form 5695 52		
	53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ] 53		
	54	Add lines 47 through 53. These are your total credits ▶	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	55	1,514,934
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	87,301
	57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your total tax ▶	61	1,602,235
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 62 424,693		
	63	2012 estimated tax payments and amount applied from 2011 return 63 1,836,000		
	64a	Earned income credit (EIC) 64a		
	b	Nontaxable combat pay election 64b		
	65	Additional child tax credit. Attach Schedule 8812 65		
	66	American opportunity credit from Form 8863, line 8 66		
	67	Reserved 67		
	68	Amount paid with request for extension to file 68		
	69	Excess social security and tier 1 RRTA tax withheld 69		
	70	Credit for federal tax on fuels. Attach Form 4136 70		
	71	Credits from Form: a [ ] 2439 b [X] Reserved c [ ] 8801 d [ ] 8885 71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72	2,260,693
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	658,458
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ [ ]	74a	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: [ ] Checking [ ] Savings		
	▶ d	Account number		
	75	Amount of line 73 you want applied to your 2013 estimated tax ▶ 75 658,458	76	
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶		
	77	Estimated tax penalty (see instructions) 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ John J. LaBanca, CPA Personal identification number (PIN) ▶ 04150 Phone no. ▶ 203-284-0607

Sign Here Joint return? See instr. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Attorney Daytime phone number

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation Programmer If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

COPY

Paid Preparer Use Only

Print/Type preparer's name John J. LaBanca, CPA Preparer's signature Date Check [X] if self-employed PTIN P00568923

Firm's name ▶ John J. LaBanca, CPA Firm's EIN ▶ 06-1360458

Firm's address ▶ 27 Mulligan Dr. Wallingford CT 06492 Phone no. 203-284-0607

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2012

Attachment Sequence No. **09**

Name of proprietor: James Early

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): Oil & Gas

B Enter code from instructions ▶ 211110

C Business name. If no separate business name, leave blank.: Tarpon Oil & Gas

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶ 38 Hunting Hill Road

City, town or post office, state, and ZIP code: Woodbridge CT 06525

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses ..... [X] Yes [ ] No

H If you started or acquired this business during 2012, check here ▶ [ ]

I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) ..... [ ] Yes [X] No

J If "Yes," did you or will you file all required Forms 1099? ..... [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	11,832
2	Returns and allowances (see instructions)	2	
3	Subtract line 2 from line 1	3	11,832
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3	5	11,832
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	11,832

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	5,194
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	5,194
29	Tentative profit or (loss). Subtract line 28 from line 7	29	6,638
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instr. Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	6,638

32 If you have a loss, check the box that describes your investment in this activity (see instructions).
• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3.
• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a [ ] All investment is at risk.
32b [ ] Some investment is not at risk.

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2012

DAA

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2012, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45	Was your vehicle available for personal use during off-duty hours?	☐ Yes	☐ No
46	Do you (or your spouse) have another vehicle available for personal use?	☐ Yes	☐ No
47a	Do you have evidence to support your deduction?	☐ Yes	☐ No
b	If "Yes," is the evidence written?	☐ Yes	☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Production Tax	1,002
Production Expenses	4,192

48 Total other expenses. Enter here and on page 1, line 27 — 48: 5,194

Name(s) shown on return. Do not enter name and social security number if shown on other side. Your social security number

James Early [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II **Income or Loss From Partnerships and S Corporations** Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see page E-7 before completing this section. ☐ Yes ☒ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	See Statement				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					3,201,510
29a Totals				86,323	
b Totals					

30	Add columns (g) and (j) of line 29a	30	3,201,510
31	Add columns (f), (h), and (i) of line 29b	31	(86,323)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	3,115,187

Part III **Income or Loss From Estates and Trusts**

33	(a) Name	(b) Employer identification number
A	James F Early 2007 Dynasty Tr UA	46-6656260
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV **Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder**

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see page E-8)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V **Summary**

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, line 17, or Form 1040NR, line 18	41	3,115,187
42	**Reconciliation of farming and fishing income.** Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see page E-8)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-2), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

Attachment H

South Carolina Department of Revenue Form SC 1040
2012 Individual Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

SCANNED
JUN 09 2014
ROA 250
ASTLDS

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2012 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 8/10/12)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2012, or fiscal tax year beginning 2012 and ending 2013

Print your first name and initial: MARY	Last name: EARLY	Suff.
Spouse's first name, if married filing jointly	Last name	
Check if new address ☐ Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions: 206 Sand Fiddler Court		County code
City: Kiawah Island	State: SC / Zip: 29455	Area code / Daytime telephone
Check if address is outside U.S. ☐ Foreign country address including Postal code (see instructions)		

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single
(2) ☐ Married filing jointly
(3) ☒ Married filing separately. Enter spouse's SSN here: 046-36-3493
(4) ☐ Head-of-household
(5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2012 federal return ▶ 1
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2012 ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2012 ▶ 1

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

[redacted]

2012

INCOME AND ADJUSTMENTS Mary Early

			Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below	1	20,166 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	412 00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	00	
2	Add lines a through e and enter the total here. These are your total additions	2		412 00
3	Add lines 1 and 2 and enter the total here	3		20,578 00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	g	00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business Income deduction (See instructions)	l	00	
m	Interest income from obligations of the U.S. government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	**Caution: Retirement Deduction** (See instructions)			
p-1	Taxpayer: date of birth 07/29/46	p-1	10,000 00	
p-2	Spouse: date of birth _____	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth 07/29/46	q-1	5,000 00	
q-2	Spouse: date of birth _____	q-2	00	
r	Negative amount of federal taxable income	r	00	
s	Subsistence allowance _____ days @ $8.00	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	t	00	
u	Other subtractions (See instructions)	u	00	
4	Add lines f through u and enter here. These are your total subtractions	4		< 15,000 00 >
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX	5		5,578 00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6	83 00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX	10		83 00
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here	14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here	15		83 00

30752026

[redacted]

2012

Mary Early

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or SC41)		00	20 Other SC withholding (Attach Form 1099)		00
17 2012 estimated tax payments		00	21 Tuition tax credit (Attach I-319)		00
18 Amount paid with extension		00	22 Other refundable credit(s)		00
19 NR sale of real estate		00			

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334)

23 Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENTS	23		00
24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25	83	00
26 USE TAX: (See Instructions) ▶ 26		00	
27 Amount of line 24 to be credited to your 2013 Estimated Tax ▶ 27		00	
28 Total Contributions for Check-offs (Attach I-330) ▶ 28		00	
29 Add lines 26 through 28 and enter the total here	29		00
30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) REFUND ▶	30		00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card* ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for U.S. Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) _____ Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) _____ 1-17 digits

31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31	83	00
32 Late filing and/or late payment Penalties _____ Interest _____ (See Instructions) Enter total here ▶	32		00
33 Penalty for Underpayment of Estimated Tax (Attach SC2210) Exception to Underpayment of Estimated Tax ☐ ▶ (See instructions and enter letter in box if applicable)	33		00
34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here BALANCE DUE ▶	34	83	00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2012 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT on its secure, confidential website www.sctax.org instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/INT information through the SCDOR website. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes ☒ No ☐	Preparer's printed name: John J. LaBanca, CPA

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature	Date	Check if self-employed ☒ PTIN P00568923
	Firm name (or yours if self-employed) and address and Zip Code: John J. LaBanca, CPA, 27 Mulligan Dr, Wallingford CT 06492	FEIN 06-1360458	Phone No. 203-284-0607

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

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ROA 253

ASTLDS

Attachment I

Connecticut Form CT-1040NR/PY-2012
Connecticut Nonresident & Part-Year Resident Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1202110225

Form CT-1040NR/PY- 2012, Page 1 of 4

Connecticut Nonresident and Part-Year Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

MARY EARLY

N Dec. N P
N Dec. Y N

206 SAND FIDDLER CT

N CT-2210

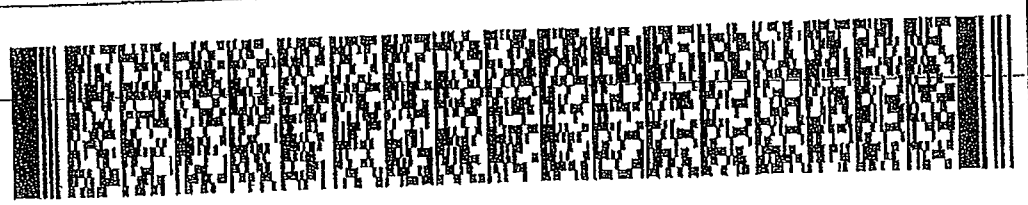
N CT-8379 N CT-1040CRC

KIAWAH ISLAND SC 29455

JAMES EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	51435
2. Additions to federal adjusted gross income (from Schedule 1, Line 41)	2.	0
3. Add Line 1 and Line 2	3.	51435
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 52)	4.	0
5. **Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5.	51435
6. Income from Connecticut sources (from Schedule CT-SI, Line 30)	6.	0
7. Greater of Line 5 or Line 6. If less than zero, "0" is entered on Line 12.	7.	51435
8. Income tax	8.	2326
9. Line 6 divided by Line 5. If Line 6 is equal to or greater than Line 5, 1.0000 is entered.	9.	0.0000
10. Line 9 multiplied by Line 8	10.	0
11. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 61)	11.	0
12. Line 11 subtracted from Line 10. If Line 11 is greater than Line 10, "0" is entered.	12.	0
13. Connecticut alternative minimum tax (from Form CT-6251)	13.	0
14. Add Line 12 and Line 13.	14.	0
15. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	15.	0
16. **Connecticut income tax:** Line 15 subtracted from Line 14. If less than zero, "0" is entered.	16.	0
17. Individual use tax (from Schedule 3, Line 62) If no tax is due, "0" is entered.	17.	0
18. **Total tax:** Add Line 16 and Line 17.	18.	0

Clip check here. Do not staple.
Do not send W-2 or 1099 forms.



1202110225 1202110225

1022

19. Amount from Line 18 19. 0

W-2, W-2G, and 1099 Information

	Col. A - Employer's Federal ID #	Col. B - CT Wages, Tips, etc.	Sch. CT K-1	Col. C - CT Income Tax Withheld
20a.	36 - 3046063	14709		412
20b.		0		0
20c.		0		0
20d.		0		0
20e.		0		0
20f.		0		0
20g.		0		0

20h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 20h. 0

20. Total Connecticut income tax withheld: Amounts in Column C.	20.	412
21. All 2012 estimated tax payments and any overpayments applied from a prior year	21.	0
22. Payments made with Form CT-1040 EXT	22.	0
23. Total payments: Add Lines 20, 21, and 22.	23.	412
24. Overpayment: If Line 23 is more than Line 19, Line 19 subtracted from Line 23.	24.	412
25. Amount of Line 24 you want applied to your 2013 estimated tax	25.	0
26. Total contributions of refund to designated charities (from Schedule 4, Line 63)	26.	0
27. Refund: Lines 25 and 26 subtracted from Line 24.	27.	412

If you have not elected to direct deposit, the refund may be issued by debit card or check.

27a. Acct. type Ck. Sv. 27b. Rout. # 27c. Acct. #

27d. Refund going to a bank account outside the U.S. 27d. N

28. Tax due: If Line 19 is more than Line 23, Line 23 subtracted from Line 19.	28.	0
29. If late: Penalty entered. Line 28 multiplied by 10% (.10).	29.	0
30. If late: Interest entered. Line 28 multiplied by number of months or fraction of a month late, then by 1% (.01).	30.	0
31. Interest on underpayment of estimated tax (from Form CT-2210.)	31.	0
32. Total amount due: Add Lines 28 through 31.	32.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here
Keep a copy for your records.

Your signature	Date	Daytime telephone number
Spouse's signature (if joint return)	Date	Daytime telephone number
Paid preparer's signature	Date	Telephone number 2032840607	Preparer's SSN or PTIN P00568923
Firm's name, address, and ZIP code JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492		FEIN 061360458

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
JOHN J. LABANCA, CPA	2032840607	04150

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Schedule 1 - Modifications to Federal Adjusted Gross Income

33. Interest on state and local government obligations other than Connecticut	33.	0
34. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	34.	0
35. Reserved for future use.	35.	
36. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	36.	0
37. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	37.	0
38. Loss on sale of Connecticut state and local government bonds	38.	0
39. Domestic production activities (from federal Form 1040, Line 35)	39.	0
40. Other - specify	40.	0
41. **Total additions:** Add Lines 33 through 40.	41.	0
42. Interest on U.S. government obligations	42.	0
43. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	43.	0
44. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	44.	0
45. Refunds of state and local income taxes	45.	0
46. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	46.	0
47. 50% of military retirement pay	47.	0
48. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	48.	0
49. Gain on sale of Connecticut state and local government bonds	49.	0
50. CHET contributions Acct. #:	50.	0
51. Other - specify	51.	0
52. **Total subtractions:** Add Lines 42 through 51.	52.	0

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

		Col. A	Col. B
53. Connecticut AGI during residency portion of taxable year	53.		0
54. Qualifying jurisdiction's name and two-letter code	54.		
55. Non-Connecticut income included on Line 53 and reported on a qualifying jurisdiction's income tax return (from Schedule 2 Worksheet)	55.	0	0
56. Line 55 divided by Line 53. May not exceed 1.0000.	56.	0.0000	0.0000
57. Apportioned income tax	57.	0	0
58. Line 56 multiplied by Line 57	58.	0	0
59. Income tax paid to a qualifying jurisdiction	59.	0	0
60. Lesser of Line 58 or Line 59	60.	0	0
61. Total credit: Add Line 60, all columns.	61.		0

Schedule 3 - Individual Use Tax

62a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	62a.	0
62b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	62b.	0
62c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	62c.	0
62. Individual use tax: Add Lines 62a, 62b, and 62c.	62.	0

Schedule 4 - Contributions to Designated Charities

63a. AR	63a.	0
63b. OT	63b.	0
63c. ES/W	63c.	0
63d. BCR	63d.	0
63e. SNS	63e.	0
63f. MFRF	63f.	0
63. **Total Contributions:** Add Lines 63a through 63f.	63.	0

Taxpayer email

Department of Revenue Services
State of Connecticut
(Rev. 12/12)

Schedule CT-SI

Nonresident or Part-Year Resident
Schedule of Income From Connecticut Sources

2012

Complete this schedule if you were a nonresident or part-year resident of Connecticut and attach it to Form CT-1040NR/PY.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

See Instructions on Page 28 before completing this schedule. Complete in blue or black ink only.

Part 1 - Connecticut Income - Part-Year Residents: Complete Schedule CT-1040AW, Part-Year Resident Income Allocation. Add Columns B and D for each line of Schedule CT-1040AW and enter the totals on Lines 1 through 30 below.
Nonresidents: Enter the income received from Connecticut sources.

1. Wages, salaries, tips, etc.	1		
2. Taxable interest	2		
3. Ordinary dividends	3		
4. Alimony received	4		
5. Business income or (loss)	5		
6. Capital gain or (loss)	6		
7. Other gains or (losses)	7		
8. Taxable amount of IRA distributions	8		
9. Taxable amount of pensions and annuities	9		
10. Rental real estate, royalties, partnerships, S corporations, trusts, etc.	10		
11. Farm income or (loss)	11		
12. Unemployment compensation	12		
13. Taxable amount of social security benefits	13		
14. Other income: See instructions.	14		
15. Gross income from Connecticut sources: Add Lines 1 through 14.	15		00

Part 2 - Adjustments to Connecticut Income - Enter adjustments directly related to income reported above.

16. Educator expenses	16		
17. Certain business expenses of reservists, performing artists, and fee-basis government officials	17		
18. Health savings account deduction	18		
19. Moving expenses	19		
20. Deductible part of self-employment tax	20		
21. Self-employed SEP, SIMPLE, and qualified plans	21		
22. Self-employed health insurance deduction	22		
23. Penalty on early withdrawal of savings	23		
24. Alimony paid. Recipient's last name ▶ _____ SSN ▶ _____	24		
25. IRA deduction	25		
26. Student loan interest deduction	26		
27. Tuition and fees	27		
28. Reserved for future use	28		
29. Total adjustments: Add Lines 16 through 28.	29		
30. **Income from Connecticut sources:** Subtract Line 29 from Line 15. Enter the amount here and on **Form CT-1040NR/PY**, Line 6.	30	0	00

This reflects the information on the federal form 1040 as of November 16, 2012. Check the DRS website at www.ct.gov/DRS for any updates.

Employee Apportionment Worksheet - Complete Lines A through G only when the income from employment is earned both inside and outside Connecticut and the exact amount of Connecticut income is not known. **Do not complete Lines A through G if you know the exact amount of your Connecticut-sourced income.** See instructions, Page 32.

A. Working days (or other basis) outside Connecticut	A		
B. Working days (or other basis) inside Connecticut	B		
C. Total working days: Add Line A and Line B.	C		
D. Nonworking days (Holidays, weekends, etc.)	D		
E. Connecticut ratio: Divide Line B by Line C. Round to four decimal places.	E		
F. Total income being apportioned	F		
G. Connecticut income: Multiply Line E by Line F. Enter here and on Schedule CT-SI, Line 1.	G		

Basis, if other than working days:

1022

Department of Revenue Services
State of Connecticut
(Rev. 02/13)

Form CT-6251

Connecticut Alternative Minimum Tax Return - Individuals

2012

You must attach this form to the back of Form CT-1040 or Form CT-1040NR/PY. Complete in blue or black ink only.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If a joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

Part I – Read the instructions before you complete this form.

1. Federal alternative minimum taxable income: See instructions.	1.	51,020	00
2. Additions to federal alternative minimum taxable income: See instructions.	2.		00
3. Add Line 1 and Line 2.	3.	51,020	00
4. Subtractions from federal alternative minimum taxable income: See instructions.	4.		00
5. Adjusted federal alternative minimum taxable income: Subtract Line 4 from Line 3. If filing separately and Line 5 is more than $232,500, see instructions.	5.	51,020	00
6. Enter $78,750 if filing jointly or qualifying widow(er); $50,600 if single or head of household; or $39,375 if filing separately.	6.	39,375	00
7. Enter $150,000 if filing jointly or qualifying widow(er); $112,500 if single or head of household; or $75,000 if filing separately.	7.	75,000	00
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.	8.	0	00
9. Multiply Line 8 by 25% (.25).	9.	0	00
10. Exemption: Subtract Line 9 from Line 6. If zero or less, enter "0." If you were under age 24 at the end of 2012, see instructions.	10.	39,375	00
11. Subtract Line 10 from Line 5. If more than zero, go to Line 12. If zero or less, enter "0" here and on Line 23 and skip Lines 12 through 22.	11.	11,645	00
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 31, here. If you entered an amount on Lines 2 or 4 above and: • You filed federal Form 2555 or Form 2555-EZ, see the Line 12 instructions for the amount to enter. • You completed Part III of federal Form 6251, complete Part II of this form and enter the amount from Line 42 here. **All others:** If Line 11 is $175,000 or less ($87,500 or less if filing separately), multiply Line 11 by 26% (.26). Otherwise, multiply Line 11 by 28% (.28) and subtract $3,500 ($1,750 if filing separately) from the result.	12.	3,028	00
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32	13.		00
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.	14.	3,028	00
15. Multiply Line 14 by 19% (.19).	15.	575	00
16. Multiply Line 5 by 5.5% (.055).	16.	2,806	00
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.	17.	575	00
18. Apportionment factor: Residents, enter 1.0000; nonresidents and part-year residents, see instructions.	18.		
19. Apportioned Connecticut minimum tax: Multiply Line 17 by Line 18.	19.		00
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10	20.		00
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."	21.	0	00
22. Credit for alternative minimum tax paid to qualifying jurisdictions: Residents and part-year residents only from Schedule A, Line 51	22.	0	00
23. Subtract Line 22 from Line 21. Enter the amount here and on Form CT-1040, Line 9, or Form CT-1040NR/PY, Line 13.	23.	0	00

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1022

JUN 09 2014

Attachment J

New York Form IT-203
Nonresident & Part-Year Resident Income Tax Return for 2012
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

New York State Department of Taxation and Finance

2012 **Nonresident and Part-Year Resident Income Tax Return** New York State • New York City • Yonkers

IT-203

For the year January 1, 2012, through December 31, 2012, or fiscal year beginning ..... and ending .....

For help completing your return, see the instructions, Form IT-203-I.

Your first name and middle initial	Your last name (for a joint return, enter spouse's name on line below)	Your date of birth (mm-dd-yyyy)	Your social security number
James	Early	04-23-1946	[redacted]
Spouse's first name and middle initial	Spouse's last name	Spouse's date of birth (mm-dd-yyyy)	Spouse's social security no.
			[redacted]

Mailing address (see instructions, page 13) (number and street or rural route)	Apartment number	New York State county of residence
38 Hunting Hill Road		NR

City, village, or post office	State	ZIP code	Country (if not United States)	School district name
Woodbridge	CT	06525		NR

Permanent home address (see instr., pg 13) (no. and street or rural route)	Apartment no.	City, village, or post office	School district code number

State	ZIP code	Country (if not United States)	Decedent information	Taxpayer's date of death	Spouse's date of death

A Filing status (mark an X in one box):

① ☐ Single

② ☐ Married filing joint return (enter both spouses' social security numbers above)

③ ☒ Married filing separate return (enter both spouses' social security numbers above)

④ ☐ Head of household (with qualifying person)

⑤ ☐ Qualifying widow(er) with dependent child

B Did you itemize your deductions on your 2012 federal income tax return? ..... Yes ☒ No ☐

C Can you be claimed as a dependent on another taxpayer's federal return? ..... Yes ☐ No ☒

D Did you have a financial account located in a foreign country? (see pg. 14) NEW ..... Yes ☐ No ☒

E New York City part-year residents only (see page 14)

(1) Number of months you lived in NY City in 2012 .....

(2) Number of months your spouse lived in NY City in 2012 .....

F Enter your 2-character special condition code if applicable (see page 14) .....

If applicable, also enter your second 2-character special condition code .....

G New York State part-year residents (see page 15)

Enter the date you moved into or out of NYS (mm-dd-yyyy) .....

On the last day of the tax year (mark an X in one box):

1) Lived in NYS .....

2) Lived outside NYS; received income from NYS sources during nonresident period .....

3) Lived outside NYS; received no income from NYS sources during nonresident period .....

H New York State nonresidents (see page 15)

Did you or your spouse maintain living quarters in NYS in 2012? ..... Yes ☐ No ☒

(If Yes, complete Form IT-203-B)

I Dependent exemption information (see page 15)

First name and middle initial	Last name	Relationship	Social security number	Date of birth (mm-dd-yyyy)

203001121022

If more than 7 dependents, mark an X in the box. ☐

Enter your social security number [redacted]

		Federal amount (Whole dollars only)		New York State amount (Whole dollars only)
Federal income and adjustments (see page 17)				
1 Wages, salaries, tips, etc.	1	1,288,040.	1	
2 Taxable interest income	2	127,342.	2	
3 Ordinary dividends	3	239,818.	3	
4 Taxable refunds, credits, or offsets of state and local income taxes (also enter on line 24)	4	177,117.	4	62,899.
5 Alimony received	5		5	
6 Business income or loss (submit a copy of federal Sch. C or C-EZ, Form 1040)	6	6,638.	6	
7 Capital gain or loss (if required, submit a copy of federal Sch. D, Form 1040)	7	-1,500.	7	
8 Other gains or losses (submit a copy of federal Form 4797)	8		8	
9 Taxable amount of IRA distributions. Beneficiaries: mark X in box ☐	9		9	
10 Taxable amount of pensions/annuities. Beneficiaries: mark X in box ☐	10	97,703.	10	
11 Rental real estate, royalties, partnerships, S corporations, trusts, etc. (submit a copy of federal Schedule E, Form 1040)	11	3,115,187.	11	567,466.
12 Rental real estate included in line 11 (federal amount) 12				
13 Farm income or loss (submit a copy of federal Sch. F, Form 1040)	13		13	
14 Unemployment compensation	14		14	
15 Taxable amount of social security benefits (also enter on line 26)	15		15	
16 Other income (see page 22) Identify: Thornton & Naume	16	137,941.	16	
17 Add lines 1 through 11 and 13 through 16	17	5,188,286.	17	630,365.
18 Total federal adjustments to income (see page 22) Identify: SE Tax Adjustment	18	43,651.	18	7,599.
19 Federal adjusted gross income (subtract line 18 from line 17)	19	5,144,635.	19	622,766.
New York additions (see page 24)				
20 Interest income on state and local bonds (but not those of New York State or its localities)	20	707,187.	20	
21 Public employee 414(h) retirement contributions	21		21	
22 Other (see page 24) Identify:	22		22	
23 Add lines 19 through 22	23	5,851,822.	23	622,766.
New York subtractions (see page 27)				
24 Taxable refunds, credits, or offsets of state and local income taxes (from line 4)	24	177,117.	24	62,899.
25 Pensions of NYS and local governments and the federal government (see page 27)	25		25	
26 Taxable amount of social security benefits (from line 15)	26		26	
27 Interest income on U.S. government bonds	27		27	
28 Pension and annuity income exclusion	28	20,000.	28	
29 Other (see page 29) Identify: ES-21	29	1,917.	29	1,917.
30 Add lines 24 through 29	30	199,034.	30	64,816.
31 New York adjusted gross income (subtract line 30 from line 23)	31	5,652,788.	31	557,950.
32 Enter the amount from line 31, Federal amount column			32	5,652,788.
Standard deduction or itemized deductions (see page 33)				
33 Enter your standard deduction (table on page 33) or your itemized deduction (from Form IT-203-D). Mark an X in the appropriate box: ☐ Standard -or- ☒ Itemized			33	72,936.
34 Subtract line 33 from line 32 (if line 33 is more than line 32, leave blank)			34	5,579,852.
35 Dependent exemptions (not the same as total federal exemptions; see page 33)			35	
36 New York taxable income (subtract line 35 from line 34)			36	5,579,852.

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Name(s) as shown on page 1: James Early

Enter your social security number: [redacted]

Tax computation, credits, and other taxes (see page 34)

37 New York taxable income (from line 36 on page 2)	37	5,579,852.
38 New York State tax on line 37 amount (see page 34 and Tax computation on pages 66, 67, and 68)	38	492,143.
39 New York State household credit (page 34, table 1, 2, or 3)	39	
40 Subtract line 39 from line 38 (if line 39 is more than line 38, leave blank)	40	492,143.
41 New York State child and dependent care credit (see page 35)	41	
42 Subtract line 41 from line 40 (if line 41 is more than line 40, leave blank)	42	492,143.
43 New York State earned income credit (see page 35)	43	
44 Base tax (subtract line 43 from line 42; if line 43 is more than line 42, leave blank)	44	492,143.

45 Income percentage (see page 35) [ ] New York State amount from line 31: 557,950. ÷ Federal amount from line 31: 5,652,788. = 45 0.0987 (Round result to 4 decimal places)

46 Allocated New York State tax (multiply line 44 by the decimal on line 45)	46	48,575.
47 New York State nonrefundable credits (Form IT-203-ATT, line 8)	47	
48 Subtract line 47 from line 46 (if line 47 is more than line 46, leave blank)	48	48,575.
49 Net other New York State taxes (Form IT-203-ATT, line 33)	49	
50 Total New York State taxes (add lines 48 and 49)	50	48,575.

New York City and Yonkers taxes and credits

See instructions on pages 35 and 36 to compute New York City and Yonkers taxes, credits, and surcharges.

51 Part-year New York City resident tax (Form IT-360.1)	51	
52 New York City minimum income tax (Form IT-220)	52	
52a Add lines 51 and 52	52a	
52b Part-year resident nonrefundable New York City child and dependent care credit	52b	
52c Subtract line 52b from 52a	52c	
53 Yonkers nonresident earnings tax (Form Y-203)	53	
54 Part-year Yonkers resident income tax surcharge (Form IT-360.1)	54	
55 Total New York City and Yonkers taxes (add lines 52c, 53, and 54)	55	
56 Sales or use tax (See the instructions on page 35. Do not leave line 56 blank.)	56	0.

Voluntary contributions (see page 37)

57a Return a Gift to Wildlife	57a	
57b Missing/Exploited Children Fund	57b	
57c Breast Cancer Research Fund	57c	
57d Alzheimer's Fund	57d	
57e Olympic Fund ($2 or $4; see page 37)	57e	
57f Prostate Cancer Research Fund	57f	
57g 9/11 Memorial	57g	
57h Volunteer Firefighting & EMS Recruitment Fund	57h	
57 Total voluntary contributions (add lines 57a through 57h)	57	
58 Total New York State, New York City, and Yonkers taxes, sales or use tax, and voluntary contributions (add lines 50, 55, 56, and 57)	58	48,575.

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Enter your social security number [redacted]

59 Enter amount from line 58 ..... 59 48,575.

Payments and refundable credits (see page 38)

60 Part-year NYC school tax credit (also complete E on front; see page 38) .. 60
61 Other refundable credits (Form IT-203-ATT, line 17) 61
62 Total New York State tax withheld 62
63 Total New York City tax withheld 63
64 Total Yonkers tax withheld 64
65 Total estimated tax payments/amount paid with Form IT-370 .... 65 40,000.
66 Total payments and refundable credits (add lines 60 through 65) ..... 66 40,000.

Submit your wage and tax statements with your return (see page 38).

Your refund, amount you owe, and account information (see pages 39 through 42)

67 Amount overpaid (if line 66 is more than line 59, subtract line 59 from line 66) 67
68 Amount of line 67 to be refunded 68
Mark one refund choice: ☐ direct deposit (fill in line 73) -or- ☐ debit card -or- ☐ paper check ...

69 Amount of line 67 that you want applied to your 2013 estimated tax (see instructions) 69

See pages 39 and 40 for information about your three refund choices.

70 Amount you owe (if line 66 is less than line 59, subtract line 66 from line 59). To pay by electronic funds withdrawal, mark this box ☐ and fill in lines 73 and 74 ..... 70 8,575.

71 Estimated tax penalty (include this amount on line 70, or reduce the overpayment on line 67; see page 40) 71
72 Other penalties and interest (see page 40) 72

See page 43 for the proper assembly of your return.

73 Account information for direct deposit or electronic funds withdrawal (see page 41).

If the funds for your payment (or refund) would come from (or go to) an account outside the U.S., mark an X in this box (see pg. 41) ..... ☐

73a Account type: ☐ Personal checking -or- ☐ Personal savings -or- ☐ Business checking -or- ☐ Business savings

73b Routing number ☐ 73c Account number ☐

74 Electronic funds withdrawal (see page 41) ..... Date ☐ Amount ☐

Third-party designee? (see instr.) Yes [X] No ☐	Print designee's name: John J. LaBanca, CPA	Designee's phone number: 203-284-0607	Personal identification number (PIN): 04150
	E-mail:		

Paid preparer must complete (see instr.)

Preparer's signature	Date / Preparer's NYTPRIN
Firm's name (or yours, if self-employed): John J. LaBanca, CPA	Preparer's PTIN or SSN: P00568923
Address: 27 Mulligan Dr Wallingford CT 06492	Employer identification number: 06-1360458 / Mark an X if self-employed [X]
E-mail:	

Taxpayer(s) must sign here

Your signature	
Your occupation: Attorney	
Spouse's signature and occupation (if joint return)	
Date	Daytime phone number
E-mail:	

203004121022

See instructions for where to mail your return.

New York State Department of Taxation and Finance

2012 Nonresident and Part-Year Resident Itemized Deduction Schedule

IT-203-D

Submit this form with Form IT-203. See instructions for completing Form IT-203-D in the instructions for Form IT-203.

Name(s) as shown on your Form IT-203	Your social security number
JAMES EARLY	[redacted]

		Whole dollars only
1 Medical and dental expenses (federal Schedule A, line 4)	1	
2 Taxes you paid (federal Schedule A, line 9)	2	528,782.
3 Interest you paid (federal Schedule A, line 15)	3	
4 Gifts to charity (federal Schedule A, line 19)	4	145,872.
5 Casualty and theft losses (federal Schedule A, line 20)	5	
6 Job expenses / miscellaneous deductions (federal Schedule A, line 27)	6	
7 Other miscellaneous deductions (federal Schedule A, line 28)	7	
8 Enter amount from federal Schedule A, line 29	8	674,654.
9 State, local, and foreign income taxes (or general sales tax, if applicable) and other subtraction adjustments (see instructions) See Stmt 1	9	481,780.
10 Subtract line 9 from line 8	10	192,874.
11 College tuition itemized deduction (Form IT-203-B, line 2; see instructions)	11	
12 Addition adjustments (see instructions)	12	
13 Add lines 10, 11, and 12	13	192,874.
14 Itemized deduction adjustment (see instructions)	14	119,938.
15 New York State itemized deduction (subtract line 14 from line 13; enter on Form IT-203, line 63)	15	72,936.

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[redacted]

New York Statements

Statement 1 - Form IT-203-D - Subtraction Adjustments

Class Code	Description	Amount
	State/local/foreign taxes	$ 481,780
	Total	$ 481,780

SCHEDULE D (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR.

▶ Information about Schedule D and its separate instructions is at www.irs.gov/form1040.

▶ Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0074

2012

Attachment Sequence No. 12

Name(s) shown on return: James Early

Your social security number: [redacted]

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part I, line 2, column (d)	(e) Cost or other basis from Form(s) 8949, Part I, line 2, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I	220,825	220,108	0	717
2 Short-term totals from all Forms 8949 with box B checked in Part I	730,672	769,760	0	-39,088
3 Short-term totals from all Forms 8949 with box C checked in Part I				

4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions	6	(197,297)
7 **Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back	7	-235,668

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part II, line 4, column (d)	(e) Cost or other basis from Form(s) 8949, Part II, line 4, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 4, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II	30,429	43,156	0	-12,727
9 Long-term totals from all Forms 8949 with box B checked in Part II	5,469,298	5,498,383	0	-29,085
10 Long-term totals from all Forms 8949 with box C checked in Part II				

11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	635
13 Capital gain distributions. See the instructions	13	30,968
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions	14	(1,670,648)
15 **Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (h). Then go to Part III on the back	15	-1,680,857

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

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Part III Summary

16	Combine lines 7 and 15 and enter the result	16	-1,916,525
	• If line 16 is a **gain**, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a **loss**, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is **zero**, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17	Are lines 15 and 16 **both** gains? ☐ **Yes.** Go to line 18. ☐ **No.** Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** in the instructions ▶	19	
20	Are lines 18 and 19 **both** zero or blank? ☐ **Yes.** Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). **Do not** complete lines 21 and 22 below. ☐ **No.** Complete the **Schedule D Tax Worksheet** in the instructions. **Do not** complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the **smaller** of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) **Note.** When figuring which amount is smaller, treat both amounts as positive numbers.	21	(1,500)
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☒ **Yes.** Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☐ **No.** Complete the rest of Form 1040 or Form 1040NR.		

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.
▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074
2012
Attachment Sequence No. **12A**

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			18,958	18,955			3
Essex Finl 3226			201,867	201,153			714
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			220,825	220,108		0	717

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) James Early

Social security number or taxpayer identification number [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II **Long-Term.** Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			30,429	43,156			-12,727
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			30,429	43,156		0	-12,727

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment Sequence No. **12A**

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [ ] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [X] (B) Short-term transactions reported on Form(s) 1099-B showing basis was **not** reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 2383			534,763	537,347			-2,584
Essex Finl 3226			195,909	232,413			-36,504
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			730,672	769,760		0	-39,088

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) James Early

Social security number or taxpayer identification number [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II **Long-Term.** Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [ ] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [X] (B) Long-term transactions reported on Form(s) 1099-B showing basis was **not** reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
JP Morgan 7241			1,201,534	1,188,077			13,457
Schwab2383			3,122,324	3,187,194			-64,870
Schwab 7112			239,795	228,281			11,514
EssexFinl 3226			605,345	594,531			10,814
UBS 5664			190,300	190,300			0
UBS 4689			110,000	110,000			0
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			5,469,298	5,498,383		0	-29,085

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

New York Statements

Federal Schedule E, Page 2, Line 28

Name	P S	For Ptr	EIN	Not at Risk	Passive Loss	Passive Income	Nonpass Loss	Sec 179 Deduct	Nonpass Income
Early, Lucarelli, Sweeney, &	P		06-1386519		$	$	$	$ 85,366	$ 236,016
James F. Early, LLC	P		06-1568451						2,397,071
Early, Ludwick, Sweeney & Strauss	P		06-1565665						
Murphy Investments LLC	P		26-0120236						
Murphy Investments LLC	P		26-0120236						
Desert Wind Realty Investors, LLC	P		86-0906111						
Early & Strauss, LLC	P		06-1482624					957	568,423
Early $ Strauss LLC Rental	P		06-1482624						
Total					$ 0	$ 0	$ 0	$ 86,323	$3,201,510

Attachment K

Connecticut Form CT-1040
2012 Connecticut Resident Income Tax Return
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1201110226

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

JAMES EARLY N Dec.

N Dec.

38 HUNTING HILL RD N CT-2210

N CT-8379 N CT-1040CRC

WOODBRIDGE CT 06525 MARY EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	5144635
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)	2.	490149
3. Add Line 1 and Line 2	3.	5634784
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50)	4.	177117
5. **Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5.	5457667
6. Income tax	6.	365664
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)	7.	37371
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.	8.	328293
9. Connecticut alternative minimum tax (from Form CT-6251)	9.	0
10. Add Line 8 and Line 9.	10.	328293
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)	11.	0
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.	12.	328293
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	13.	25000
14. **Connecticut income tax:** Line 13 subtracted from Line 12. If less than zero, "0" is entered.	14.	303293
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.	15.	0
16. **Total tax:** Add Line 14 and Line 15.	16.	303293

Clip check here. Do not staple. Do not send W-2 or 1099 forms.

1201110226 1201110226

1022

17. Amount from Line 16 — 17. • 303293

W-2, W-2G, and 1099 Information

	Col. A - Employer or Payer's Fed. ID #	Col. B - CT Wages, Tips, etc.	Col. C - CT Income Tax Withheld
18a.	06 - 1386519	• 1288040	73736
18b.		• 0	0
18c.		• 0	0
18d.		• 0	0
18e.		• 0	0
18f.		• 0	0
18g.		• 0	0

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) — 18h. 0

18. **Total Connecticut income tax withheld:** Amounts in Column C.	18.	73736
19. All 2012 estimated tax payments and any overpayments applied from a prior year	19.	380000
20. Payments made with Form CT-1040 EXT	20.	0
20a. Earned income tax credit (from Schedule CT-EITC, Line 16)	20a.	0
21. **Total payments:** Add Lines 18, 19, 20, and 20a.	21.	453736
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.	22.	150443
23. Amount of Line 22 you want **applied to your 2013 estimated tax**	23.	150443
24. Total contributions of refund to designated charities (from Schedule 5, Line 70)	24.	0
25. **Refund:** Lines 23 and 24 subtracted from Line 22.	25.	0

If you have not elected to direct deposit, the refund may be issued by debit card or check.

25a. Acct. type Ck. Sv. 25b. Rout. # 25c. Acct. #

25d. Refund going to a bank account outside the U.S. — 25d. N

26. **Tax due:** If Line 17 is more than Line 21, Line 21 subtracted from Line 17.	26.	0
27. If late: Penalty entered. Line 26 multiplied by 10% (.10).	27.	0
28. If late: Interest entered. Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).	28.	0
29. Interest on underpayment of estimated tax (from Form CT-2210)	29.	0
30. **Total amount due:** Add Lines 26 through 29.	30.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here Keep a copy for your records.

Your signature •	Date •	Daytime telephone number •
Spouse's signature (if joint return) •	Date •	Daytime telephone number •
Paid preparer's signature •	Date •	Telephone number • 2032840607
Preparer's SSN or PTIN P00568923		
Firm's name, address, and ZIP code • JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492		FEIN 061360458

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
• JOHN J. LABANCA, CPA	• 2032840607	• 04150

Schedule 1 - Modifications to Federal Adjusted Gross Income

31. Interest on state and local government obligations other than Connecticut	31.	490149
32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	32.	0
33. Reserved for future use.	33.	
34. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	34.	0
35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	35.	0
36. Loss on sale of Connecticut state and local government bonds	36.	0
37. Domestic production activities (from federal Form 1040, Line 35)	37.	0
38. Other - specify *	38.	0
39. **Total additions:** Add Lines 31 through 38.	39.	490149
40. Interest on U.S. government obligations	40.	0
41. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	41.	0
42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	42.	0
43. Refunds of state and local income taxes	43.	177117
44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	44.	0
45. 50% of military retirement pay	45.	0
46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	46.	0
47. Gain on sale of Connecticut state and local government bonds	47.	0
48. CHET contributions Acct. #: –	48.	0
49. Other - specify *	49.	0
50. **Total subtractions:** Add Lines 40 through 49.	50.	177117

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

			Col. A	Col. B
51. Modified Connecticut adjusted gross income		51.	5457667	
52. Qualifying jurisdiction's name and two-letter code	52.		NEW YORK NY.	
53. Non-Connecticut income included on Line 51 and reported on a qualifying jurisdiction's income tax return		53.	557950	0
54. Line 53 divided by Line 51		54.	0.1022	0.0000
55. Income tax liability: Line 11 subtracted from Line 6.		55.	365664	0
56. Line 54 multiplied by Line 55		56.	37371	0
57. Income tax paid to a qualifying jurisdiction		57.	48575	0
58. Lesser of Line 56 or Line 57		58.	37371	0
59. Total credit: Add Line 58, all columns.		59.	37371	

Schedule 3 - Property Tax Credit

Qualifying Property	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District	WOODBRIDG		
Description of Property	38 HUNTIN		
Date(s) Paid	07152012		
Amount Paid	60. 26428	61. 0	62. 0

63. Total property tax paid: Add Lines 60, 61, and 62.	63.	26428
64. Maximum property tax credit allowed	64.	300
65. Lesser of Line 63 or Line 64.	65.	300
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.	66.	1.00
67. Line 65 multiplied by Line 66.	67.	300
68. Line 67 subtracted from Line 65.	68.	0

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.	0
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.	0
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.	0
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69.	0

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.	0
70b. OT	70b.	0
70c. ES/W	70c.	0
70d. BCR	70d.	0
70e. SNS	70e.	0
70f. MFRF	70f.	0
70. **Total Contributions:** Add Lines 70a through 70f.	70.	0

Taxpayer email

SCANNED
JUN 09 2014
ROA 279

Department of Revenue Services
State of Connecticut

(Rev. 01/13)

Schedule CT-IT Credit
Income Tax Credit Summary

2012

Complete this form in blue or black ink only. See instructions before completing.

Taxpayer name (if individual) James Early	Social Security Number [redacted]
Spouse's name (if filing a joint return)	Social Security Number [redacted]
Taxpayer name (if trust or estate)	Federal Employer Identification Number (FEIN)

Part I Tax Credits Applied to Income Tax Liability

	Column A Tax Credit Limitation	Column B Carryforward From Previous Income Years	Column C 2012 Amount Earned	Column D Amount Applied to 2012 Income Tax Liability	Column E Carryforward Amount to 2013
1. Income tax liability: Enter amount from Form CT-1040, Line 12; Form CT-1040NR/PY, Line 14; Form CT-1040X, Line 16; or Form CT-1041, Line 7.	328,293 00				
2. Qualified Small Business Job Creation Credit: Enter in Column D the lesser of Line 2, Column C, or Line 1, Column A.			00	▶ 00	
3. Balance of income tax liability: Subtract Line 2, Column D, from Line 1, Column A. If less than zero, enter "0."	328,293 00				
4. Job Expansion Tax Credit: Enter in Column D the lesser of Line 4, Column C, or Line 3, Column A.			00	▶ 00	
5. Balance of income tax liability: Subtract Line 4, Column D, from Line 3, Column A. If less than zero, enter "0."	328,293 00				
6. Angel Investor Tax Credit: Enter in Column D the lesser of the total of Line 6, Column B and Column C, or Line 5, Column A.		00	25,000 00	▶ 25,000 00	▶ 0 00
7. Balance of income tax liability: Subtract Line 6, Column D, from Line 5, Column A. If less than zero, enter "0."	303,293 00				
8. Insurance Reinvestment Fund Tax Credit from Form CT-IRF: Enter in Column D the lesser of the total of Line 8, Column B and Column C, or Line 7, Column A.		00	00	▶ 00	▶ 0 00
9. Balance of income tax liability: Subtract Line 8, Column D, from Line 7, Column A. If less than zero, enter "0."	303,293 00				
10. Prior year Connecticut minimum tax credit from your 2011 Schedule CT-IT Credit, Line 10, Column E (See instructions.) Enter in Column D the lesser of your 2012 Form CT-8801, Part II, Line 30, or Schedule CT-IT Credit, Line 9, Column A.		00	00	▶ 00	▶ 0 00
11. Total allowable credits: Add Column D on Lines 2, 4, 6, 8, and 10. Enter the total here and on Form CT-1040, Line 13; Form CT-1040NR/PY, Line 15; Form CT-1040X, Line 17; or Form CT-1041, Line 8.				25,000 00	

1022

Attachment L

James F. Early 2012 Trust Agreement

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

[redacted]

JAMES F. EARLY

2012 TRUST AGREEMENT

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JAMES F. EARLY
2012 TRUST AGREEMENT

THIS AGREEMENT is entered into the 26th day of December, 2012 between JAMES F. EARLY, of Woodbridge, Connecticut (the "Grantor"), and MARY EARLY, of Woodbridge, Connecticut, and PAUL L. BEHLING, of North Haven, Connecticut (hereinafter called the "Trustees," said PAUL L. BEHLING hereinafter sometimes called the "Independent Trustee."). Capitalized terms not defined at their first use in this Agreement are defined in the Article called "Definitions."

ARTICLE I.
FAMILY TRUST

The Trustees shall administer the Trust Property held in accordance with this Article (the "Family Trust") as follows:

A. Distributions to Beneficiaries

1. *Distributions by the Trustees.* The Trustees shall distribute Trust Property of the Family Trust to or for the benefit of any one or more of the Grantor's spouse, Mary Early ("Mary") and the Grantor's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider Mary's needs first and foremost.

B. Powers of Appointment

1. *Lifetime Power of Appointment.* Mary shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of the Family Trust during her life to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, her estate, her creditors or the creditors of her estate.

2. *Testamentary Power of Appointment.* Mary shall have the power, exercisable by making reference to this power in her Will, to appoint some or all of the Trust Property of the Family Trust remaining at her death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, Mary's estate, her creditors or the creditors of her estate.

C. Distributions after Death

At the death of the survivor of the Grantor and Mary, if a descendant of the Grantor is living, the remaining Trust Property of the Family Trust, which has not otherwise been appointed,

shall be administered in accordance with the Article called "Children's Trusts," or if no descendant of the Grantor is living, the remaining Trust Property of the Family Trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE II.
CHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the Grantor and one share for each deceased child of the Grantor who has a living descendant. Each share established for a living child of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased child of the Grantor who has a living descendant shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a child's trust to or for the benefit of any one or more of the child of the Grantor for whom such trust is established and such child's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the child for whom the trust is established first and foremost.

B. Children's Powers of Appointment

1. *Lifetime Power of Appointment.* Each child of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such child's trust to or for the benefit of any one or more of such child's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

2. *Testamentary Power of Appointment.* Each child of the Grantor shall have the power, exercisable by making reference to this power in such child's Will, to appoint some or all of the Trust Property of such child's trust remaining at such child's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

C. Death of a Child

At the death of a child of the Grantor, the remaining Trust Property of such child's trust shall be administered in accordance with the Article called "Grandchildren's Trusts" for the deceased child's descendants. If the deceased child has no living descendant, the remaining Trust Property of such child's trust, which has not otherwise been appointed, shall be divided and administered in accordance with this Article for the remaining descendants of the Grantor. If the Grantor has no living descendant, the remaining Trust Property of such child's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE III.
GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered for the descendants of a deceased child of the Grantor in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the deceased child of the Grantor and one share for each deceased child of the deceased child of the Grantor who has a living descendant. Each share established for a living grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased grandchild of the Grantor shall be administered for the deceased child's descendants in accordance with the Article called "Great-Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a grandchild's trust to or for the benefit of any one or more of the grandchild of the Grantor for whom such trust is established and such grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the grandchild for whom the trust is established first and foremost.

B. Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such grandchild's trust to or for the benefit of any one or more of such grandchild's descendants, but not to or for the benefit of such grandchild, such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

2. *Testamentary Power of Appointment.* Each grandchild of the Grantor shall have the power, exercisable by making reference to this power in such grandchild's Will, to appoint some or all of the Trust Property of such grandchild's trust remaining at such grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

C. Death of a Grandchild

At the death of a grandchild of the Grantor, the remaining Trust Property of such grandchild's trust, which has not otherwise been appointed, shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts." If the deceased grandchild has no living descendant, the remaining Trust Property of such grandchild's trust shall be divided and administered in accordance with this Article for the remaining descendants of the child of the Grantor who was the parent of such deceased grandchild, or if there are none, the remaining Trust Property of such grandchild's trust shall be administered in accordance with the Article called "Children's Trusts" for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE IV.
GREAT-GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article for the descendants of a deceased grandchild of the Grantor, they shall divide the Trust Property into equal shares so as to provide one (1) share for each living child of the deceased grandchild of the Grantor and one (1) share for each deceased child of a deceased grandchild of the Grantor who has a living descendant. Each share established for a living great-grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased great-grandchild of the Grantor shall be distributed to the deceased great-grandchild's descendants, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries.

A. Payments to Beneficiaries

The Trustees shall pay or apply Trust Property of a great-grandchild's trust to or for the benefit of any one or more of the great-grandchild of the Grantor for whom such trust is established and the great-grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The

Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the great-grandchild for whom the trust is established first and foremost.

B. Great-Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each great-grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such great-grandchild's trust to or for the benefit of any one or more of such great-grandchild's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors or the creditors of such great-grandchild's estate.

2. *Testamentary Power of Appointment.* Each great-grandchild of the Grantor shall have the power, exercisable by making reference to this power in such great-grandchild's Will, to appoint some or all of the Trust Property of such great-grandchild's trust at such great-grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors, or the creditors of such great-grandchild's estate.

C. Termination of Trust at Age 35

When a great-grandchild of the Grantor attains age thirty-five (35), the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to such great-grandchild, outright, subject to any administration provisions for Incapacitated Beneficiaries. If the great-grandchild dies before attaining that age, the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to the then living descendants of the great-grandchild, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries, or if the deceased great-grandchild has no then living descendant, the remaining Trust Property of such great-grandchild's trust shall be administered in accordance with this Article for the remaining descendants of the grandchild of the Grantor who was the parent of the deceased great-grandchild of the Grantor, or if there are none, the Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called "Grandchildren's Trusts" for the remaining descendants of the child of the Grantor who was the grandparent of the deceased great-grandchild, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called Children's Trusts," for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

SCANNED

JUN 2014

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D. Great-Grandchildren Over Age 35

If the Trustees are directed to hold Trust Property pursuant to this Article and a living great-grandchild of the Grantor has attained age thirty-five (35), what would have otherwise been the Trust Property of such great-grandchild's trust shall be paid to the great-grandchild at such time, outright, subject to any administration provisions for Incapacitated Beneficiaries.

ARTICLE V.
CONTINGENT DISPOSITION OF TRUST PROPERTY

At any time that the Trustees are directed to distribute Trust Property in accordance with this Article, or with respect to any Trust Property that remains undisposed of pursuant to the provisions of this Agreement, the Trustees shall distribute such Trust Property to the persons and in the amounts they would have received under the intestacy laws of the State of Connecticut had the Grantor died intestate at that time, owning the Trust Property and as a resident of the State of Connecticut.

ARTICLE VI.
APPOINTMENT AND REMOVAL OF TRUSTEES AND PROTECTORS

A. Independent Trustees

1. *The Family Trust*

(a) If the Independent Trustee of the trust established under the Article called "Family Trust" fails to qualify, or if he or any successor Independent Trustee ceases to act, the Grantor's spouse, Mary Early, if she is not Incapacitated, may appoint a successor Independent Trustee for such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust. Notwithstanding the foregoing, any successor Independent Trustee so appointed shall not be Related or Subordinate to the Grantor, the Grantor's spouse or any descendant of the Grantor.

(b) With respect to the trust established under the Article called "Family Trust," the Grantor's spouse, Mary Early, may remove any Trustee of such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may remove any Trustee of such trust. Notwithstanding the foregoing, such power to remove may be exercised only once during any period of three (3) consecutive years.

2. *Children's Trusts, Grandchildren's Trusts and Great-Grandchildren's Trusts.*

(a) The Independent Trustee of the "Family Trust" shall become the Independent Trustee of the trusts established under the Article called "Children's Trusts," without need for further appointment.

(b) If the Independent Trustee of the trusts established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts" fails to qualify, or if he or any successor Independent Trustee ceases to act, if the Income Beneficiary with respect to whom such trust was created has attained the age of twenty-five (25) years and is not Incapacitated, such Income Beneficiary may appoint a successor Independent Trustee of such trust who is not Related or Subordinate to any descendant of the Grantor. If the Income Beneficiary with respect to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust who is not Related or Subordinate to any descendant of the Grantor.

(c) With respect to any trust established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts," the Income Beneficiary with reference to whom such trust was created, if he is not Incapacitated, after attaining the age of twenty-five (25) years, may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years. If the Income Beneficiary with reference to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years.

B. Non-Independent Trustees

1. With respect to the trust created under the Article called "Family Trust," in the event Mary Early ceases to act as Non-Independent Trustee of such trust, the Independent Trustee may, but need not, appoint a successor Non-Independent Trustee, preferably a member of the Grantor's family.

2. With respect to any trust created in the Articles called "Children's Trusts," "Grandchildren's Trusts" and "Great-Grandchildren's Trusts":

(a) *Appointment of Non-Independent Trustee.* The Independent Trustee of such trust shall appoint the Income Beneficiary with reference to whom such trust was created as

Non-Independent Trustee of such trust if such Income Beneficiary has attained age twenty-five (25) and is not incapacitated.

(b) *Appointment of Additional and Successor Non-Independent Trustees.* The Independent Trustee of such trust may appoint one or more additional or successor Non-Independent Trustees of such trust at any time, preferably a member of the Grantor's family.

C. Protectors

1. *Appointment of Protector.* Eric Mudry, of Guilford, Connecticut, is hereby appointed Protector of the trusts created under this Agreement. In the event Eric Mudry ceases to act as the Protector and shall not have appointed a successor as set forth in Paragraph (3) below, then Stephen M. Rinaldi, of Wallingford, Connecticut, shall serve as the successor Protector.

2. *Deemed Resignation of Protector.* A Protector of a trust created hereunder will be deemed to have resigned as Protector of such trust if no successor Independent Trustee of such trust is appointed within sixty (60) days of the last serving Independent Trustee of such trust failing to qualify or ceasing to act.

3. *Appointment of Successor Protectors.* The Protector of any trust created hereunder may appoint a successor Protector of such trust at any time. Any such appointment may be revocable or irrevocable, shall be effective according to its terms either immediately or upon the occurrence of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust. In the event that no Protector of a trust is serving and no successor is named, a majority of the Income Beneficiaries of such trust who have attained age twenty-one (21) shall appoint a successor Protector. In the event any Protector or successor Protector shall cease to serve and shall have failed to name his successor and if there are no Income Beneficiaries of such trust who shall have attained age twenty-one (21), the Grantor, if he is then living and is not incapacitated, shall have the power to appoint a successor Protector.

D. Procedure

Any removal or appointment of a Trustee or Protector shall be made in writing and acknowledged, and shall be delivered to each serving Trustee (or if there are none, to each Income Beneficiary of such trust who has attained age twenty-one (21)), and (where applicable) to the newly appointed Trustee or Protector, who shall signify acceptance of the appointment in writing. Any appointment of a Trustee or Protector shall be effective according to its terms either immediately or upon the happening of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust.

E. Automatic Succession

Notwithstanding the foregoing, whenever a trust comes into existence, the then serving Independent Trustee and Protector of the trust from which the Trust Property of such new trust was transferred shall become Independent Trustee or Trustee, as the case may be, of such new trust without further appointment.

F. Incapacity

Any person shall cease to be a Trustee or Protector if such person becomes incapacitated.

G. Court Appointment

Any appointment or removal in accordance with this Article shall be made without court action or approval. If no successor Independent Trustee is appointed within ninety (90) days of the last serving Independent Trustee of a trust failing to qualify or ceasing to act, any interested party may make application to a court of appropriate jurisdiction to appoint a successor Protector, who shall immediately appoint a successor Independent Trustee.

ARTICLE VII.
TRUSTEE POWERS

The Trustees shall have the following powers, duties and discretions, in addition to those otherwise granted by common law or statute, to be exercised only in a fiduciary capacity:

A. Powers Relating to Investments

1. *Insurance Coverage.* The Trustees may obtain and pay the premiums for title, fire, theft, liability, casualty or other insurance to protect any property constituting a part of the Trust Property against hazards.

2. *Life Insurance and Other Death Benefits.* The Trustees may purchase or maintain life insurance on the life of any person in whom a trust has an insurable interest. The Trustees shall collect the proceeds of all insurance policies, death benefits, and any other amounts made payable to the Trustees and, for such purpose, the Trustees shall have full power and authority to give all proper receipts and releases. The Trustees shall have the right to exercise any policy election and to hold, renew, pledge, allow to lapse, or withdraw the cash value of, any insurance policy and to exercise the powers of an absolute owner in all respects.

3. *Investments in Property.* The Trustees may invest and reinvest all or any part of the Trust Property in property of any kind, domestic or foreign, real, personal, mixed or choses in

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action, within or outside the situs of administration of a trust established hereunder, and including but not limited to stocks common and preferred (including the corporate stock of any corporate Trustee or any of its affiliates), bonds, notes, debentures, interests in any general or limited partnership or limited liability company, commodities, mutual funds, common trust funds, derivative instruments, pooled investment funds, savings and loan associations or other financial institutions, deposit accounts, bank accounts, precious metals, coins and currency, by any method including but not limited to puts, calls, strips, straddles, short sales, futures, margin or by the exercise of options of any kind, irrespective of any statute, case rule or custom limiting the investment of trust funds. The Trustees may retain any investment for any period of time they deem advisable.

4. *Retention of Original Property.* The Trustees may retain and hold for any period of time any Trust Property received from the Grantor, the Grantor's estate or from any other person, regardless of the character of the property, without regard to any duty to diversify, whether or not the property is unproductive, under-productive or a kind of property in which the Trustees may reasonably invest by law or custom.

5. *Real Estate.* The Trustees may acquire, improve, manage and control, repair, protect, mortgage and assign, develop and make additions to, sell, exchange and abandon any real property, any interest therein and any cooperative apartments; subdivide and resubdivide any real property; lease or sublease any real property or cooperative apartment on such terms and conditions, including with options to renew or purchase, and for any time that the Trustees deem advisable, even if extending beyond the duration of any trust; may make, modify, renew or extend leases and subleases as lessor or lessee; grant and create easements and release, convey, or assign any right, title or interest with respect to any easement on real property or part thereof and enter into party wall agreements; and deal with any property and every part in all ways and for all purposes or considerations that would be lawful for any owner.

6. *Closely Held Business.* The Trustees may retain and operate any closely held business or investment therein (a "Closely Held Business"). The Trustees may appoint any person as manager, employee or agent to act in connection with the Closely Held Business and do any and all other things and take any and all other steps to enable them to effectively manage, direct and control the Closely Held Business. The Trustees may cause the capital structure of any Closely Held Business to be changed from time to time; cause its charter or by-laws, articles or other agreements governing its structure, management and operations, to be amended from time to time; cause any Closely Held Business to be dissolved or liquidated; and cause any Closely Held Business to be reorganized, consolidated or merged with another corporation, corporations or other entity or entities. The Trustees need not exercise supervision over the management or conduct of any Closely Held Business and they shall not be liable for any direct

or indirect loss to the trust arising from any act or omission of any officers, directors or managers of the Closely Held Business.

7. *Voting Rights.* The Trustees may vote or refrain from voting any share of stock or other business interest owned by the trusts, in person, or by special, limited, or general proxy, with or without power of substitution.

8. *General Power to Grant and Exercise Stock Options and Privileges.* The Trustees may grant options at any time, in any manner, and on any terms and conditions; and may exercise all options, rights and privileges granted in any instrument.

9. *Sale of Property to Other Trusts.* The Trustees may sell property to or exchange property with the Grantor's estate, with the trustees of any trust the Grantor established during the Grantor's life or under the Grantor's Will, or with any trust whether or not the trust has common or different beneficiaries, on any terms and conditions as to sales, prices and terms of payment. The Trustees shall not be responsible for seeing to the disposition of the proceeds of such sale or exchange received by such other trust or estate.

10. *Power to Sell Property.* The Trustees may sell at public or private sale, without application to any court, or otherwise dispose of the Trust Property for cash or credit, in any manner and on any terms and conditions. No person dealing with the Trustees shall be bound to see to the application of the proceeds of the sale. Without limiting the generality of the foregoing, the Trustees may register Trust Property under the Securities Act of 1933 or any similar federal law or under any state securities law, and may do all acts that the Trustees may deem advisable for that purpose, including, without limitation, entering into agreements with underwriters and with the corporation whose securities are being sold, making representations and warranties, assuming obligations and engaging in undertakings of indemnity (or making other arrangements concerning the same, including without limitation the purchase of insurance policies, charging the cost thereof to the trust), creating escrows, entering into custody agreements, and entering into and executing any agreement in their official capacities only and not individually, in which case, if the terms of the applicable agreements so provide, the representations and undertakings shall be binding on the Trustees in their fiduciary capacity only but not personally. The Trustees may deliver any securities that they may hold to the issuing company for redemption against payment of a redemption price satisfactory to them.

11. *General Power to Lend.* The Trustees may make loans out of the Trust Property to any person, which loans may be secured or unsecured, with or without interest, and in such amounts and upon such terms and conditions as the Trustees may determine.

12. *General Power to Borrow and Guarantee.* The Trustees may borrow money and may guarantee the repayment of indebtedness of another for any period of time and on any terms and conditions as to rates, maturities, renewals and whether secured or unsecured, may borrow from any of the Trustees themselves, and may mortgage, pledge or encumber Trust Property to secure any loan or indebtedness, and as makers, endorsers or guarantors may renew existing loans or guarantees.

13. *Power to Handle Mortgages, etc.* The Trustees may grant or guarantee any debenture, note, bond, mortgage, open account indebtedness, or other obligation, whether or not secured or evidenced by any writing; may consent to its subordination, modification, renewal or extension, or to any other term or provision; may release any guarantee; may foreclose mortgages and bid on property under foreclosure, and take title to property by conveyances in lieu of foreclosure, either with or without payment of consideration; may continue mortgage investments after maturity, with or without renewal or extension, upon any terms and conditions; may release obligors on bonds secured by mortgages or other obligations, or refrain from instituting suits or actions against the obligors for deficiencies. The Trustees may use Trust Property for the protection of any investment in real or personal property, or any investment in any mortgage or pledge on real or personal property.

14. *Power to Hold Cash.* The Trustees may hold all or any part of the Trust Property uninvested for any period of time.

15. *Nominee Ownership.* The Trustees may hold any Trust Property in bearer form, in their own names, in the Grantor's name, or in the name of their nominee, with or without disclosing the fiduciary relationship, and their liability shall be neither increased nor decreased thereby.

16. *Trustees May Serve Business Entity Owned by Trusts.* The Trustees may hold any managerial position (including but not limited to officer, director, manager or partner) of any corporation, partnership, limited liability company or other business entity in which the trusts established under this Agreement may have an ownership or other investment interest. Any Trustee may act in a managerial position and receive compensation in the same manner as if such Trustee was not a Trustee, without any greater burden of justification with respect to decisions and actions as Trustee, and acting as Trustee shall not disqualify any Trustee from voting for his or her own selection to a managerial position.

17. *Investment Restrictions Waived.* The Trustees may acquire and retain investments not regarded as traditional for trusts, or which may not be authorized or permitted under any doctrine, statute or case rule, including the "prudent investor rule" or the "prudent person rule." In making investments, the Trustees may disregard the following factors:

(a) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal, it being the Grantor's intent that no duty to invest assets to produce a reasonable rate of return or to preserve principal shall exist;

(b) whether the acquisition or retention of a particular investment or the trust investments collectively is consistent with any duty of impartiality as to the different beneficiaries, it being the Grantor's intent that no such duty shall exist;

(c) whether the trust is diversified, it being the Grantor's intent that no duty to diversify shall exist; and

(d) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts, it being the Grantor's intent that the Trustees have sole discretion to determine what constitutes acceptable risk and what constitutes proper investment strategy.

18. *Fluctuation in Assets.* Except as specifically required elsewhere in this Agreement, the Trustees shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of any of the trusts hereby established, or for depreciation in respect of any tangible property, or to amortize or make good any amounts paid in premiums on the purchase of securities or of any other property.

B. Powers Relating to Management

1. *Banking Practices.* The Trustees, or any one or more of them as they may from time to time agree, may sign checks, make deposits and withdrawals, borrow money, execute and deliver promissory notes, pledge and deliver collateral security, convey securities and give exoneration to the transferee thereof, have access to and remove items from any safe deposit box, and otherwise carry on normal banking and investment practices with the Trust Property.

2. *Settlement of Claims and Litigation.* The Trustees may compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the trusts that the Trustees shall deem best, and their decision shall be conclusive. The Trustees may institute any suit at law or in equity to collect any property or to enforce the payment of any insurance policy proceeds payable to the trust. If the Trustees enter into or maintain any litigation, they shall have the right to be reimbursed for expenses incurred. The Trustees need not institute or maintain any such legal action unless they are first indemnified to their satisfaction against all claims and expenses to which they may be subjected.

3. *Accounting Allocations.* The Independent Trustee may distribute as income the whole of the interest, dividends, rent or similar receipts from property, and when property is bought or taken at a value above or below par, may retain a part of the income to offset the loss to principal or otherwise adjust income and principal as may be appropriate; may treat as income or principal or apportion between income and principal stock dividends, extra dividends, rights to take stock or securities, and proceeds from the sale of real estate, although the real estate may have been wholly or partly unproductive; may charge to income or to principal or apportion between income and principal investment counsel's compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' fees, insurance premiums, repairs or improvements, taxes (income, estate, inheritance or any other taxes), depreciation charges and trustees' compensation; and generally determine all questions as between income and principal, and credit or charge to income or principal, or apportion between income and principal, any receipt or gain and any charge, disbursement or loss in their sole discretion, notwithstanding any statute or rule of law for distinguishing income from principal or any determination of the courts; and may select an annual or any other accounting period.

4. *Abandon Property.* The Trustees may abandon any property, real or personal, that the Trustees shall deem to be worthless or not of sufficient value to warrant keeping or protecting. The Trustees may abstain from payment of taxes, liens, water-rents, assessments, repairs, maintenance or upkeep of any property and permit any property to be lost by tax sale or other proceedings; or convey any property for a nominal consideration, or without consideration.

5. *Employ Agents.* The Trustees may employ attorneys, accountants, auditors, investment counselors, other experts, depositories, and proxies, with or without discretionary powers, and whether or not they may be serving as Trustees hereunder. If any of the Trustees are so employed, they may receive compensation in the same manner as if they were not a Trustee hereunder. The Trustees may appoint by powers of attorney (whether revocable or irrevocable) agents and attorneys-in-fact to act for them. The Trustees may (a) authorize agents and attorneys-in-fact to sell part or all of the stock or securities held by a trust to underwriters for distribution in a public offering at the price the agents or attorneys-in-fact determine; (b) authorize the agents and attorneys-in-fact to execute and deliver an underwriting agreement on behalf of the trust regarding stock or securities, containing such terms and conditions as said agents and attorneys-in-fact determine; and (c) do any and all other things, and execute and deliver any and all other instruments, agreements or documents of any nature whatsoever, on behalf of the trust, that may appear necessary or desirable to effect the sale of the stock or securities to underwriters.

6. *Environmental Issues.* The Trustees may disclaim any interest in any entity or property that is or may be contaminated by, or that directly owns or otherwise has an interest in

any property that is or may be contaminated by, any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulation relating to the protection of the environment or human health ("Hazardous Property"), refuse any addition of Hazardous Property to Trust Property because of actual or potential contamination of Hazardous Property by hazardous substances or other environmental concerns respecting Hazardous Property and deal with matters involving the actual or threatened contamination of Trust Property (including any Trust Property consisting of any interest in any entity and any assets owned by any entity) by hazardous substances, or involving compliance with any federal, state or local law, rule or regulation, including but not limited to the power to:

(a) inspect, assess, test and monitor Trust Property periodically, as the Trustees deem appropriate, to determine compliance with any environmental law affecting the Trust Property, with all expenses of inspection, assessment, testing and monitoring to be chargeable to and payable from Trust Property;

(b) respond (or take any other action necessary to prevent, abate, or "clean up"), as the Trustees shall deem appropriate, either prior to or after the initiation of enforcement action by any governmental body or any action by a third party arising out of environmental claims, to any actual or threatened violation of any environmental law affecting the Trust Property, the cost of which shall be chargeable to and payable from Trust Property;

(c) settle or compromise at any time any claim against a trust relating to any matter asserted by or threatened to be asserted by any governmental body or private party; and

(d) disclaim any power that the Trustees determine may cause them to incur personal liability as a result of any matter, whether the power is set forth in this Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

In addition, the Trustees shall not be personally liable to any beneficiary or other party interested in the Trust Property or to any third parties, for any claim against a trust for the diminution in value of Trust Property, or for any damages of any type or nature arising out of or related to environmental matters, including any reporting of or response to the contamination of Trust Property by hazardous substances, or for violation of any federal, state or local environmental law, rule or regulation relating to any trust.

Nothing contained herein shall be deemed to limit or diminish a Trustee's right, both individually and as Trustee, to seek reimbursement, indemnity or contribution to the fullest extent allowed by law for any damages of any nature arising out of environmental matters, or to seek any remedy pertaining to environmental matters, both legal and equitable.

The Trustees shall be indemnified against all costs, fees, and expenses incurred by the Trustees in relation to environmental matters. The Trustees shall further have the right to pay for all costs, fees, and expenses directly out of Trust Property in the first instance, without having to advance any funds of their own, and shall have the right to sell any or all of the Trust Property, and to use the proceeds to pay costs, fees and expenses, even if doing so impairs or exhausts other Trust Property. If any Trustee pays any costs, fees or expenses out of the Trustee's own assets, the Trustee shall have a lien on the Trust Property for reimbursement and the right by appropriate action to sell Trust Property to enforce such right.

7. *No Requirement for Physical Separation of Property.* In any case in which the Trustees are required or permitted to divide any property held hereunder into trusts or shares, they shall not be required physically to divide any of the investments or other property, but may keep the same or any part thereof in one fund in which the separate trust or share shall have an undivided interest.

8. *Transactions with Related Parties.* The Trustees may enter into any transaction authorized by this Agreement, or by law, with the trustee or legal representative of any other trust or estate in which a beneficiary hereunder has a beneficial interest, even though the trustee or legal representative is also a Trustee.

9. *Authority to Postpone and Compromise Tax Payments.* The Trustees may arrange for extensions of time for the payment of any taxes and may compromise any tax assessed against any trust created herein.

10. *Power to Execute Instruments.* The Trustees may execute and deliver any written instrument to carry out any power granted to them. All persons shall be fully protected in relying on the power of the Trustees to execute every such instrument, and no one shall be obligated to see to the application by the Trustees of any money or property received by them.

C. Powers Relating to Distributions

1. *Divide and Distribute Property.* The Trustees may make any division, distribution, or partition of property, in cash or otherwise and may make non-pro rata distributions in kind that may yield differing income tax consequences for beneficiaries. The Trustees may allot any property, including an undivided interest therein, to any trust or share, whether or not the same or a different kind of property is allotted to other trusts or shares. Except as may be specifically provided otherwise in this Agreement, valuation of property divided, distributed, or apportioned by the Trustees shall be at the fair market value of the property, which shall be determined by the Independent Trustee.

2. *Determine Beneficiaries.* The Trustees shall determine who are the beneficiaries of a trust established herein, and in doing so may make inquiry with respect to heirship, relationship, survivorship and identity.

3. *Custody Agreements.* The Trustees may enter into custody agreements regarding any Trust Property which, in the case of any stock or securities being sold to underwriters, (a) may be revocable or irrevocable; (b) may provide that stock or securities shall be dealt with under the instructions of the Trustees or any agent or attorney-in-fact appointed by the Trustees; (c) may provide that under such instructions the custodian shall deliver the certificates representing shares for transfer, shall deliver certificates representing shares to the person or persons purchasing them, and shall reimburse expenses paid by the custodian from the proceeds of their sale; and (d) may provide any other powers and limitations to powers of the custodian that the Trustees may determine.

4. *Use of Property by Beneficiary.* The Independent Trustee may permit any Income Beneficiary to use, possess and enjoy, without charge, any real estate or tangible personal property that is Trust Property of the Income Beneficiary's trust, and neither the Income Beneficiary nor the Income Beneficiary's estate shall be held liable for any loss, destruction, damage, depreciation or waste of such Trust Property except through the Income Beneficiary's willful acts or gross neglect. Neither the existence nor exercise of this power shall be deemed a constructive or actual distribution of the Trust Property.

5. *Distributing Trust Property in Trust or Otherwise.* Whenever the Trustees are directed or have the authority or discretion to distribute Trust Property to or for the benefit of one or more beneficiaries of a trust, such distribution may be made in trust or otherwise.

D. General Powers

In the management of the trusts established under this Agreement, the Independent Trustee may exercise every power not specifically granted to the Trustees that the Trustees would have if they were the absolute owners of the Trust Property and this general power shall not be limited in any way by the powers herein granted.

E. Limitation of Powers

1. *Trustees as Fiduciaries.* In exercising any discretionary power with respect to a trust created under this Agreement, the Trustees shall at all times act in accordance with fiduciary principles.

2. *Interested Trustees.* Notwithstanding any other provision in this Agreement, no individual Trustee who is also a beneficiary hereunder (an "Interested Trustee"), shall have any

right, power, duty or discretion as Trustee that would constitute a general power of appointment under Code Sections 2041 or 2514 or would otherwise cause any portion of the Trust Property to be subject to federal or state estate tax upon the death of an Interested Trustee. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make a distribution to or for the benefit of an Interested Trustee, an Interested Trustee's creditors, an Interested Trustee's estate or the creditors of an Interested Trustee's estate shall be limited to distributions for the Interested Trustee's health, education (including college and professional education), support in reasonable comfort or maintenance. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make discretionary allocations of receipts or expenses as between income and principal shall not be exercised so as to benefit an Interested Trustee except as an incidental consequence of the discharge of the Trustee's fiduciary duties.

3. *Support Obligations.* No Trustee who has a legal obligation to support any beneficiary of a trust created under this Agreement shall participate in any decision relating to a discretionary distribution of income or principal that would have the effect of discharging such legal obligation.

4. *Incidents of Ownership.* No Trustee shall exercise any incidents of ownership in any insurance policy on such Trustee's life, to the extent such exercise would subject such Trustee to any tax liability to which such Trustee would not otherwise be exposed.

5. *General Limitation.* Notwithstanding any other provision in this Agreement, no powers enumerated herein or accorded to the Trustees generally pursuant to law shall be construed to enable the Grantor, the Trustees, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust Property for less than an adequate or full consideration in money or money's worth. No person, other than the Trustees, shall have or exercise the power to vote or direct the voting of any stock or other securities of the trust, to control the investments of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust. Notwithstanding the foregoing, the Grantor may at any time and from time to time, and without the consent of any of the Trustees and in a nonfiduciary capacity, acquire all or any portion of the Trust Property from any trust created hereunder by substituting other property of an equivalent value. The Grantor shall have the power, at any time, to irrevocably relinquish and renounce this power to substitute property by delivering an instrument signed and acknowledged by the Grantor to such effect to all the then serving Trustees of the Trust.

ARTICLE VIII.

OTHER PROVISIONS CONCERNING TRUSTEES AND PROTECTORS

The following provisions shall apply to the Trustees and Protectors and their duly appointed successors to the extent permitted by law:

1. *Serve Without Bond.* No Trustee or Protector shall be required to give any bond or security for the performance of such Trustee's or Protector's duties as such in any court or jurisdiction.

2. *Exercise Powers Without Court Order.* The Trustees and Protectors shall not be required to obtain the order or approval of any court in the exercise of any power or discretion given in this Agreement.

3. *Authority of Successor Trustees and Protectors.* All successor Trustees and Protectors shall have all title, power and discretion herein given to their predecessors, without act of conveyance or transfer. Any corporation that succeeds to the trust business of a corporate Trustee or Protector shall become a successor Trustee or Protector as the case may be, without act of conveyance or transfer.

4. *Exoneration from Liability.* Except in the case of willful default or gross negligence, the Trustees and Protectors shall not be liable for any act, omission, loss, damage or expense arising from the performance of their duties under this Agreement.

5. *General Authority of Trustees.* No person or corporation dealing with the Trustees in any transactions affecting the Trust Property shall be required to inquire or investigate into their authority for entering into the transaction or the application made by them of the proceeds of the transaction.

6. *Power to Resign.* Any Trustee or Protector acting hereunder may resign at any time without court application or approval by an instrument in writing, signed and delivered to each other Trustee and Protector then acting, and also to the successor Trustee or Protector, if any, or if there is no other Trustee or Protector or designated successor Trustee, to all Income Beneficiaries who have attained age twenty-one (21).

7. *Powers to Continue Until Distribution.* All of the rights, duties, powers, authorities and immunities given to the Trustees and Protectors shall continue after termination of the trusts established under this Agreement, and until the Trustees have made actual distribution of all property held by them hereunder.

8. *Power to Delegate.* Any Trustee acting hereunder may delegate any or all of such Trustee's rights, powers, duties and authority to any other Trustee acting under this Agreement; provided however, that the delegating instrument shall be revocable at any time and provided, further, that the powers and discretions vested exclusively in the Independent Trustee shall not be delegated to any Trustee who is not an Independent Trustee.

9. *No Duty of Successor to Inquire.* No successor Trustee or Protector shall be liable or responsible for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of any trust established herein prior to becoming a Trustee or Protector, nor be required to inquire into or take any notice of the prior administration of the trust.

10. *Legal Counsel.* The Trustees and Protectors may consult with legal counsel (who may be counsel for any of them) with respect to the construction of the Agreement or their duties hereunder, or with respect to any legal proceeding or any question of law involving the Agreement, and shall be fully protected with respect to any action taken or omitted by them in good faith under the advice of counsel.

11. *Approval Required for Trustees' Actions.* The approval of a majority of the Trustees (or of the Independent Trustees with respect to matters vested exclusively in the Independent Trustees) of a trust shall be required for the Trustees to act in any matter affecting the trust, or if there are fewer than three Trustees of the trust (or fewer than three Independent Trustees with respect to matters vested exclusively in the Independent Trustees), then unanimous approval shall be required.

12. *Approval Required for Protectors' Actions.* The approval of a majority of the Protectors of a trust shall be required to exercise any power granted to Protectors under this Agreement, except when there are fewer than three Protectors of the trust, in which case unanimous approval shall be required.

13. *Trustee Accounting.* The Trustees shall not be required to file any judicial accounting with respect to any trust established hereunder, but this shall not prevent the Trustees from having their accounts judicially settled at any time if they should deem it advisable to do so. The Trustees may, but shall not be required to render a nonjudicial account on an annual or other periodic basis with respect to any trust hereunder. If the Trustees elect to render such an account, they may account to the oldest living Income Beneficiary of a trust (or to such Income Beneficiary's guardian). and such Income Beneficiary (or guardian) shall have the power to approve such accounting, which approval shall have the effect of a judicial settlement.

14. *Trustee Compensation.* Each Non-Independent Trustee, by accepting his appointment as Trustee, shall irrevocably agree to serve without compensation. Each Independent Trustee who is an individual and an accountant, lawyer or other professional shall be entitled to compensation for services rendered in a fiduciary capacity based on the professional's standard charges for professional services, and reimbursement for expenses incurred, and shall not be entitled to statutory or other scheduled or usual fiduciary fees. Each Independent Trustee who is an individual and not a professional shall be entitled to compensation and reimbursement on a similar basis and shall not be entitled to statutory or other scheduled or usual fiduciary fees. The compensation of a corporate Independent Trustee shall be as provided in its published schedule of fees in effect at the time the services are rendered provided always that no Independent Trustee shall be entitled to charge any withdrawal fee or termination fee or other fee payable upon the distribution of all or any part of the Trust Property on the cessation of its office as Independent Trustee, being a fee calculated by reference to the value of the Trust Property or any part thereof.

ARTICLE IX.
TAX DIRECTIONS

1. *Preservation of GST Exemption.* The Independent Trustee may divide or allocate Trust Property of a trust that would otherwise have an inclusion ratio, as defined in Code Section 2642(a)(1), of neither one nor zero, into two separate trusts, or between two separate trusts whether or not established under this power, each of which shall have a fractional share of the property being divided, so that one has an inclusion ratio of one and the other has an inclusion ratio of zero. After any division, each trust shall remain segregated and shall be maintained in all respects as a separate trust, but both shall otherwise be administered under the same provisions under which all of the Trust Property would have been held but for the exercise of the power contained in this Paragraph. This power may not be exercised in any way that would cause a trust that would otherwise have a zero inclusion ratio to have an inclusion ratio greater than zero.

2. *Preservation of S Corporation Status; ESBT Election.* Whenever a trust under this Agreement holds stock in any corporation that has elected to be treated as an S Corporation, as defined in Code Section 1361(a) (an "S Corporation"), the Independent Trustee may exercise the right of election specified in Code Section 1361(e)(3) and may make any amendment to the trust that the Independent Trustee deems necessary for the trust's continued qualification as a permitted shareholder, as provided in Code Section 1361(o). Any such amendment shall be by Written Instrument, delivered to each Income Beneficiary of the trust so amended. This power may not be exercised in any way that would cause any trust to cease to qualify as a shareholder of an S Corporation.

3. *Authority to Pay Tax on Income.* The Independent Trustee may, in the Independent Trustee's sole discretion, directly pay taxes owed by the trust on any income earned by the trust.

ARTICLE X.
ADDITIONAL TRUST ADMINISTRATION PROVISIONS

1. *Simultaneous Deaths.* If any person whose life measures the duration of a trust and any remainderman of that trust shall die under such circumstances that the order of their deaths cannot be established by proof, the person whose life measures the duration of the trust shall be deemed to have survived the remainderman for all purposes of this Agreement.

2. *Minor or Incapacitated Beneficiaries; Power in Trust.* Whenever any distribution of Trust Property is required to be made to a beneficiary who is a minor or is incapacitated, the Trustees may pay the beneficiary's expenses directly or distribute, in the case of a minor, to the parent, guardian or custodian then acting or appointed by the Trustees under any appropriate Uniform Transfers to Minors Act, or in the case of an incapacitated beneficiary, to the guardian or custodian of such beneficiary, in either case without requiring any bond.

Alternatively, the Trustees may retain the Trust Property during the period of the beneficiary's minority or incapacity, provided that the beneficiary's interest in the Trust Property shall be indefeasibly vested as of the time the distribution was required to be made. The Trustees shall distribute to the beneficiary any of the Trust Property (including any income earned on the Trust Property) remaining upon termination of the period of the beneficiary's minority or incapacity. If the beneficiary dies prior to attaining majority or while still incapacitated, the Trustees shall distribute to the beneficiary's estate any of the Trust Property (including any income earned on the Trust Property) remaining at the time of the beneficiary's death.

3. *Virtual Representation.* If any beneficiary under a legal disability is required by law to be served with process or to receive any other form of legal notice, the requirement may, to the extent permitted by law, be satisfied by service upon or notice to another beneficiary not under a legal disability and who has the same or a similar interest as, or is the parent or grandparent of, the beneficiary under a legal disability, it being the Grantor's intention to avoid the appointment of a guardian ad litem whenever possible.

4. *Perpetuities Provisions.* Notwithstanding any other provision of this Agreement, if a trust has not previously terminated or vested in compliance with the rule against perpetuities and laws against accumulation of income and imposing restraints on alienation, the trust shall terminate on the day preceding the twenty-first (21st) anniversary of the death of the last survivor of (a) the descendants of His Late Majesty King George V of England living on the date of this

Agreement and (b) the Grantor, Mary and the descendants of the Grantor living on the date of this Agreement (the "Perpetuities Date").

Upon termination of a trust under this Paragraph, the Trust Property of the trust shall be distributed to one or more of the class consisting of those persons who are eligible or entitled to receive the income of such trust, in such amounts and proportions, including all to one to the exclusion of the others, as the Independent Trustee may determine prior to the Perpetuities Date, or, to the extent the Independent Trustee does not so determine, to the person with respect to whom the trust was established, if the person is living, or if the person is not living, to such person's living descendants, per stirpes, or if there are none, to the living descendants, per stirpes, of the nearest ancestor of the person with respect to whom the trust was established who has living descendants and who is the Grantor or a descendant of the Grantor.

Notwithstanding anything to the contrary contained in this Agreement, no power granted hereunder to the Trustees or any beneficiary shall be exercised in a manner that would postpone or suspend the vesting, absolute ownership or power of alienation of an interest in property hereunder for a period extending beyond the foregoing perpetuity period. Without limiting the foregoing, the Trustees shall not distribute income or principal hereunder, and no beneficiary shall appoint income or principal hereunder, to a trust for the benefit of any individual or entity unless the entirety of the beneficial interests in the property held under the trust will vest within the foregoing perpetuity period.

5. *Additions to Trust.* Any Trust Property directed to be disposed of under the terms of a trust already in existence under this Agreement may be added to and administered under the terms of that trust.

6. *Division of Trusts.* The Trustees may sever any portion of any trust and administer it as a separate trust upon the same terms and conditions or as otherwise permitted by law.

7. *Distribution to Another Trust.* Any Trustee or beneficiary of a trust established in this Agreement who is empowered to make a distribution or appointment of Trust Property during the term of said trust or at its termination may distribute or appoint such Trust Property to any other trust, whether or not the other trust is established under this Agreement, whether or not the other trust has multiple beneficiaries, and whether or not the grantor of the trust is the Grantor under this Agreement. However, the distribution or appointment shall be made to the other trust only if all of the beneficiaries of the other trust are persons who would have been eligible to receive the distribution or appointment had it been made to them under this Agreement.

8. *Spendthrift Provision.* No beneficiary shall have the power to distribute, interfere with or charge by way of anticipation any current, future or contingent interest of any trust. All sums

payable to any beneficiary, whether income or principal, shall be free and clear of such beneficiary's debts, contracts, dispositions and anticipation, and shall neither be taken, alienated, attached nor reached by any legal or equitable process in satisfaction thereof, nor shall a beneficiary's interest herein be subject to the control or interference of any of such beneficiary's creditors or of any government agency providing aid or benefits to such beneficiary. Neither the creation of any trust under this Agreement nor any distribution of income or principal therefrom shall discharge or relieve any person from any obligation to support a dependent.

9. *Trust Identification.* Any reference to a given beneficiary's trust is a reference to a trust created by reference to such beneficiary, and is made for convenience and not intended to confer any additional right or power.

10. *Trust Naming Conventions.* The initial trust governed by this Agreement shall be known as the "James F. Early 2012 Trust" or by any other convenient name designated by the Trustees in writing. Each further trust funded may be referred to by the name given to it in this Agreement or by any other convenient name designated by the Trustees in writing.

11. *Situs of Trust; Governing Law.* Except as provided below, the situs of administration of the Trust Property shall be in the State of Connecticut, and the laws of that jurisdiction shall govern the validity, construction and enforcement of this Agreement. The Trustees, acting unanimously by Written Instrument, may move all or part of the Trust Property and/or the situs of its administration to a jurisdiction anywhere in the world, elect that the laws of that jurisdiction shall govern to any extent, and submit to the jurisdiction of the courts of that jurisdiction. This power shall be a continuing power exercisable any number of times, including for purposes of further removal or change of location of Trust Property or situs of administration.

12. *Distributions on Trust Termination.* Upon the termination of any trust hereunder, the Trustees of the terminating trust may, in their absolute discretion, make any distribution that the Trustees of any continuing trust are directed to make upon receipt of the Trust Property of the terminating trust.

13. *Receipt and Release.* The Trustees may, to the extent permitted by law, condition any distribution of Trust Property under this Agreement on the distributee (whether the Grantor's executor or personal representative, a trustee of any trust, whether or not created under this Agreement, or a trust beneficiary) giving a receipt and release that shall constitute a full discharge and release of liability of the Trustees with respect to the distributee.

14. *Divorce.* Notwithstanding any provision contained herein to the contrary, for all purposes of this Agreement, an individual who is married to a descendant of the Grantor shall be deemed to have died in the event that he or she becomes divorced or legally separated from

such descendant. Furthermore, the Independent Trustee may, in the Independent Trustee's absolute discretion, consider an individual legally separated for purposes of this Agreement if either the individual or his or her spouse has filed for divorce in any jurisdiction.

15. *Absolute Discretion.* With respect to any trust that directs the Independent Trustee to administer the trust in the Independent Trustee's absolute discretion:

(a) The judgment of the Independent Trustee as to the allocation of net income and principal among the beneficiaries shall be final and conclusive upon all interested persons and upon making any distribution of such the Independent Trustee shall be fully released and discharged from any further liability or accountability therefor;

(b) Except when a trust specifically requires that net income be distributed, the Independent Trustee shall not be required to distribute net income currently and may, in the Independent Trustee's absolute discretion, accumulate all or any part of the net income of each trust and add it to principal;

(c) The Independent Trustee shall not be held accountable to any beneficiary if, in the exercise of the Independent Trustee's absolute discretion hereunder, any part of the trust principal shall be depleted, and any distribution of principal by the Independent Trustee shall in no way be deemed to be an advancement of any distributive share of the person or persons to whom distributed; and

(d) The Independent Trustee may at any time, in the exercise of the Independent Trustee's absolute discretion, terminate any trust by distributing the entire principal to any one or more beneficiaries of the trust and the Independent Trustee shall not be held accountable to any other beneficiary thereunder, even though the other beneficiary shall be totally deprived of any benefit.

16. *Powers of Appointment.* In addition to the methods provided by law, any power of appointment may be released by its holder in whole or in part by an instrument in writing, signed, acknowledged and delivered to the Independent Trustee. Notwithstanding anything herein to the contrary, the holder of a power of appointment shall have no power of appointment with respect to any insurance policy under which such holder is the insured, and no power holder shall exercise any power of appointment in a manner to discharge any obligation of support that such power holder may have. An otherwise valid exercise of a general testamentary power of appointment by any beneficiary will be effective even if the power-holder dies before the Trustees receive the Trust Property of the trust subject to the appointment.

ARTICLE XI.
DEFINITIONS

The following terms, if used herein, are defined as follows:

1. Agreement. "Agreement" means this agreement and any amendments that may be made to it pursuant to the Article called "Irrevocability and Amendment."

2. *Charitable Organization.* "Charitable Organization" means an organization which is described in Code Section 2055(a) and Code Section 170(c) (determined without regard to Code Section 170(c)(2)(A)).

3. *Code.* References to the "Code" are to the Internal Revenue Code of 1986, as amended, and in effect at the relevant time. References to a specific section of the Code shall be deemed to include any successor sections thereto.

4. *Descendants, etc.* The terms "descendants," "children," "grandchildren" and the like shall include only (a) those children, grandchildren, etc. of a person who were (b)(i) born to such person or such person's spouse (whether the birth occurred before or after marriage) (ii) legally adopted by such person before attaining age sixteen (16), or (iii) acknowledged by such person in a Written Instrument, and shall not include any other individual or the descendants of such individual.

5. *Incapacitated; Incapacity.* An individual shall be deemed "Incapacitated" or in a state of "Incapacity" if any one or more of the following apply:

(a) A court of competent jurisdiction has appointed a guardian, conservator or similar legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians have certified that the individual is substantially incapable of managing such individual's financial affairs.

An individual will no longer be treated as incapacitated if following a period of being incapacitated:

(a) A court of competent jurisdiction rules that the individual no longer requires a guardian, conservator or other legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians certify that the individual is not substantially incapable of managing such individual's financial affairs.

6. *Income Beneficiary.* "Income Beneficiary" means a person to whom the Independent Trustee is either required or permitted to make distributions of income from a trust.

7. *Independent Trustee.* "Independent Trustee" means a person properly appointed as such who is not (i) a beneficiary of any trust established by this Agreement or (ii) any person who would cause trust income or principal to be attributable to a beneficiary of a trust or any other person for federal income, estate or gift tax purposes prior to actual distribution from the trust.

8. *In Writing; Written Instrument; Acknowledged.* The term "In writing" means a manually signed instrument that is delivered by physical delivery or by e-mail, facsimile or other means of transmission. The term "Written Instrument" means an instrument in writing that is witnessed. An instrument that is "acknowledged" shall be in writing and manually signed or personally acknowledged in the presence of a Notary Public or other person who has legal authority to accept, and does accept, the signer's acknowledgment.

9. *Non-Independent Trustee.* "Non-Independent Trustee" means a properly appointed Trustee who is not an Independent Trustee.

10. *Per Stirpes.* Property that is to be allocated among an Individual's descendants "per stirpes" shall be divided into as many equal shares as there are (i) living children of such individual, if any, and (ii) deceased children of such individual who have one or more living descendants. Each living child is allocated one share. The share of each deceased child with one or more living descendants is to be divided in the same manner, with subdivision repeating at each succeeding generation until the share is fully allocated among living descendants.

11. *Protector* "Protector" means a person properly appointed as such whose appointment would not cause trust income or principal to be attributable to a beneficiary of any trust hereunder for federal income, estate or gift tax purposes prior to actual distribution from the trust.

12. *Related or Subordinate.* A person is "Related or Subordinate" if such person would be considered a "related or subordinate party" under Code Section 672(c).

13. *Treasury Regulations.* References to "Treasury Regulations" or a "Treasury Regulation" are to the regulations pertaining to the Code published under 26 CFR as in effect at the relevant time.

14. *Trustees.* "Trustees" means all the trustees, individual and corporate, independent and Non-Independent, of any gender and any number, at any time serving as trustees.

15. *Trust Property.* "Trust Property" refers to the income and principal held by the Trustees under this Agreement, or to any portion of it, as context may indicate.

16. *Will.* "Will" means a Will duly admitted in probate.

ARTICLE XII.

IRREVOCABILITY AND AMENDMENT

1. *Irrevocability.* This Agreement is irrevocable and the Grantor shall have no right whatsoever to alter, amend, revoke, or terminate this Agreement, in whole or in part. By funding this Agreement the Grantor agrees to and does hereby relinquish absolutely all powers of disposition, all possession and enjoyment of, and the right to the income from the Trust Property or any reversionary interest therein, and all right to designate the persons who shall possess or enjoy the Trust Property or the income therefrom; and the Grantor shall have the right, at any time, to release, renounce, or disclaim any interest whatsoever which might be construed in default of such intention. Neither the creation of any trust under this Agreement nor any distribution of income or principal thereof shall be deemed or considered to discharge or relieve the Grantor, the Grantor's spouse, or the Grantor's children from their obligation to support any dependent of theirs.

2. *Amendments.* The Independent Trustee, by an instrument in writing, may amend the dispositive or administrative provisions of this Agreement (including the provisions relating to the trustees and the governing law); provided that (i) only persons who would have been eligible to benefit from a trust shall benefit from any dispositive amendment (provided that any such beneficiary may be excluded, whether revocably or irrevocably); (ii) the Grantor shall not be given any additional rights or power with respect to the Trust Property; and (iii) the trust may not be extended for a longer period than is permissible under the Paragraph called "Perpetuities Provisions." No Trustee shall participate in the exercise of this power to amend if such trustee would be deemed to possess a general power of appointment or to the extent such participation would otherwise result in the inclusion of trust property in the estate of such trustee for federal estate tax purposes or render such trustee liable for federal gift taxes, but such power shall be exercisable only by the other Independent Trustees, if such other Independent Trustees would not be so affected, or not at all. The Trustees so authorized may exercise this power from time to time and may release this power in whole or in part.

3. *Certificate of Trust.* Any person dealing with a trust or the Trustees shall be entitled to rely upon an instrument in writing, signed by the Trustees, as to what, if any, amendment has been made to this Agreement, and as to the identity of the current Trustees.

ARTICLE XIII.
CONSTRUCTION

1. *Grantor's Family.* As of the date of this document, the Grantor's spouse is Mary Early ("Mary") and the Grantor's children are Ethan Early and Brian Early.

2. *Gender and Number.* Any word used in the singular or plural, or in the masculine, feminine or neuter, shall be either singular or plural, and masculine, feminine or neuter, as the context may indicate.

3. *Captions.* Whenever a caption could be interpreted in such a way that it would conflict with any substantive provisions of this Agreement, the substantive language of this Agreement shall prevail over the language of the caption.

4. *Severability.* If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE XIV.
ASSIGNMENT AND ACCEPTANCE

The Grantor hereby transfers the property listed on Schedule A to the Trustees to be administered in accordance with the terms of this Agreement. The Trustees hereby accept this trust and agree to administer the Trust Property, IN TRUST, in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Trustees have signed, sealed, and acknowledged this Agreement the day and year first above written.

L.S.
JAMES F. EARLY, Grantor

IN THE PRESENCE OF:

Christine E. Ferrucci
Witness 1 *(Signature)*

Christine E. Ferrucci
Witness 1 *(Print)*

Witness 2 *(Signature)*

Theresa E. Oberempt
Witness 2 *(Print)*

Mary Early L.S.

MARY EARLY, Trustee

IN THE PRESENCE OF:

Christine E Ferrucci — Christine E. Ferrucci

Witness 1 *(Signature)* — Witness 1 *(Print)*

Theresa F. Obercampt

Witness 2 *(Signature)* — Witness 2 *(Print)*

L.S.

PAUL L. BEHLING, Trustee

IN THE PRESENCE OF:

Elizabeth O'Bryan — ELIZABETH O'BRYAN

Witness 1 *(Signature)* — Witness 1 *(Print)*

Laura A Winninger — Laura A. Winninger

Witness 2 *(Signature)* — Witness 2 *(Print)*

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared JAMES F. EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared MARY EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26 , 2012

Personally appeared PAUL L. BEHLING, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Anna M Giantonio

~~COMMISSIONER OF THE SUPERIOR COURT~~
NOTARY PUBLIC

ANNA M. GIANTONIO
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES 03-31-2015

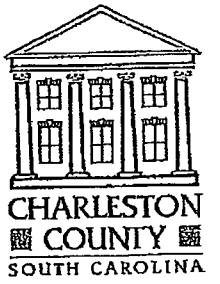
SCHEDULE A

Cash	One Dollar ($1.00)

SCANNED

JUN 0 9 2014

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427



101 Meeting Street, Suite 135
Charleston, SC 29401
843.958.4100

NOTICE OF CLASSIFICATION APPRAISAL & ASSESSMENT OF REAL ESTATE

May 6, 2014

COPY

Ms. Maria Kiehling Brees
652 Coleman Blvd. Ste. 200
Mt. Pleasant, SC 29464

Re: PID: 2013/265-13-00-015
Owner: Early, Mary and James F. Early Trust
Location: 206 Sand Fiddler Court

Dear Ms. Brees:

In accordance with your client's appeal of the denial of the 4% Legal Residence Assessment Ratio for tax year 2013 our office reviewed your request and determined that they are not entitled to the 4% Legal Residence Special Assessment for that year. In the event you wish to appeal the denial of the exemption for 2013, S.C. Code Ann. § 12-60-2530 provides the following:

> "(A) Within thirty days after the date of the county assessor's response provided in Section 12-60-2520, a property taxpayer may appeal a real property tax assessment to the county board of assessment appeals. The board may rule on any timely appeal relating to the correctness of any of the elements of the property tax assessment, and also other relevant claims of a legal or factual nature..."

Thirty days from the above date is June 6, 2014. Please note that the appeal must be addressed to the Assessor in writing pursuant to S.C. Code Ann. §12-60-2530. Please note that if no response is received within 30 days, the appeal will be considered abandoned.

If we can provide additional information, please advise.

Sincerely,

Jessica DeWeerth
Classification Supervisor

Concur: _____
Toy Glennon, Charleston Assessor

CHARLESTON COUNTY
ASSESSOR'S OFFICE
2014 JUN -4 AM 9:46
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JUN 09 2014
ASTLDS

PID: 265-13-00-015
ROA 317

TO BAA
Ratio Appeal

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

Appr # 98/19
Return to Vicky by 6-24-14 6/10
Forward to BAA? (Y) or N Peggy
Additional time needed? Y or N

June 2, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Ms. Jessica DeWeerth
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Jessica:

Please accept this correspondence as an appeal of my client's denial of the 4% Legal Residence Assessment Ratio for the year 2013 on the above-referenced Property. For your reference, I am enclosing my prior correspondence to your office regarding our reasons for objecting to the denial of the 4% Legal Residence. We restate the same objections regarding the County's denial of the 4% Legal Residence for Tax Year 2013.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

RECEIVED
2014 JUN -4 AM 9:43
CHARLESTON COUNTY
ASSESSOR'S OFFICE

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JUN 09 2014
ASTLDS

ROA 318

265.13.0.15

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BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

COPY

September 6, 2013

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.kiehling@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Pam Mecke
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Pam:

Our firm represents Mrs. Mary E. Early, the current owner of 206 Sand Fiddler Court, the above-referenced property (the "Property"). Enclosed please find the following documents:

- Attachment A – Legal Residence 4% Special Assessment Application
- Attachment B – SC Form 2848 Power of Attorney
- Attachment C – South Carolina Driver's License – Mary E. Early
- Attachment D – Connecticut Driver's License – James F. Early
- Attachment E – South Carolina Voter Registration – Mary E. Early
- Attachment F – South Carolina Vehicle Registrations – Mary E. Early
- Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
- Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
- Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
- Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early)
- Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
- Attachment L – James F. Early 2012 Trust Agreement

The enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as

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JUN 09 2014
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beneficiary and trustee of the James F. Early 2012 Trust Agreement. Neither Mr. nor Mrs. Early receive any form of legal residence or homestead exemption for any other property owned in the United States. We would assert that Mr. Early's status as a resident of the State of Connecticut has no bearing on Mrs. Early's one hundred percent (100%) ownership in the subject property and her entitlement to receive the legal residence 4% special assessment for the same.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

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Attachment A

Legal Residence 4% Special Assessment Application

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only, *REFUNDS REQUIRE A DIFFERENT FORM*

MAIL Original application to: Charleston County Assessor's Office
DO NOT FAX, PO Box 427, Charleston SC, 29402-0427
DO NOT E MAIL Telephone: (843) 958-4100

Office Use Only: Office/Rep Use Only:

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
EARLY JAMES F. TRUST 206 SAND FIDDLER COURT KIAWAH ISLAND, SC 29455 (CORRECT THE ADDRESS IF NECESSARY)	206 Sand Fiddler Court Deprey Beach (429) TMS# 265-13-00-015 Ofc. Use: Assoc. PIN _____ Ac. _____

CALL 843-958-4100 (option #1) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU *MUST* ANSWER *ALL* QUESTIONS ON THIS APPLICATION AND PROVIDE *ALL* REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: 206 Sand Fiddler Court, Kiawah Island, SC 29455
2. Date owner-occupant(s) began to occupy the property: April 2003
3. Type of residence: ☒ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ - this is a separate Parcel used as a Yard ☐ Mobile Home (Provide Decal # _____) If Mobile home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property held in a trust? ☐ No ☒ Yes If YES: attach copy of ENTIRE trust and any related documents Please see attached
   If the property is held in a trust: Is the property occupied by a current income beneficiary of the trust? ☐ No ☒ Yes
5. Is the property owned by a single member Limited Liability Corporation (LLC)? ☒ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property subject to a land/installment contract or bond for title? ☒ No ☐ Yes If YES: attach copy of recorded contract
7. Is the property rented for any period of time during the year? ☒ No ☐ Yes If YES: # of days rented? N/A
8. Is any part of the property (commercial, apartment, lot, mobile home, etc.) rented OR used/claimed for business purposes?
   ☒ No ☐ Yes Describe *(attach extra sheet if needed)* N/A
9. Do you have room-mate(s)? ☒ No ☐ Yes If YES: attach lease(s) or detailed explanation
10. For all owners: List full name, percent interest owned and relationship to applicant *(attach extra sheet if needed)*
    Mary E. Early, 100% interest (50% individually and 50% as income beneficiary under Trust)
11. Please check appropriate box: A) Married ☒ B) Widowed ☐ C) Legally separated ☐ D) Divorced ☐ E) Never Married ☐
12. A) Address of your PREVIOUS residence. *(Street, City, County, State, Country)* 36 Hunting Hill Road, Woodbridge, CT 06525
    B) Spouse's previous address *(if different from A)*: Same
13. A) Did you own your previous residence? ☐ No ☒ Yes If YES: Has it been sold? ☒ No ☐ Yes If YES: Date sold: _____
    B) If NOT sold - is that property qualified for any type of exemption, discount or credit, etc.? ☒ No ☐ Yes If YES: the previous taxing jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any *member of your household** claim to be a resident of any other jurisdiction *(City, County, State or Country)* for any purpose? ☐ No ☒ Yes If YES: attach explanation Please see attached explanation
15. Do you, your spouse, or any *member of your household** own another residence(s) in the United States or in another country?
    ☐ No ☒ Yes If YES: List ALL addresses showing City, County, State, Country *(attach extra sheet if necessary)*
    Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE *ALL APPLICABLE ITEMS* OR EXPLANATION FOR MISSING ITEMS – *SEE INSTRUCTIONS*

A) Copies of SC Driver(s) License(s) OR SC Identification card(s) showing current address *(for all owner-occupants AND spouse)*.
B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse)*. If you drive a company car provide registration.
C) Copies of first 2 pages of most recently filed Federal 1040 (including schedules A, C, E & Form 8829 if applicable) AND SC/Other State income tax returns – for all owner-occupants AND spouse *(redact income, social security & account/routing numbers – see instructions for how to redact)*.
D) Copies of SC Voter Registration Cards *(for all owner-occupants AND spouse)*.
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the Military must also provide a copy of Military Identification card, current orders & current LES *(redact income data – see instructions)*.
G) If answers to questions 4, 5, 6, 8 or 9 are YES OR if 13 B) is checked, additional information or documents are required as noted in those sections.

If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise - other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED *IN WRITING* IF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner or his agent *shall* provide *all* information required in the application, and shall certify to the following statement: 'Under penalty of perjury I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household*, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I, nor a member of my household*, claim the special assessment ratio allowed by this section on another residence.' If a person signs the certification and obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the Assessor within six months, a penalty is imposed..."

**member of my household* is defined on the back of this application.*

REQUIRED – Owner-Occupant's Signature	REQUIRED SIGNATURE: ☒ Spouse (spouse MUST sign if applicant is married and not separated – even if spouse is NOT an owner) OR ☐ Co-Owner IF occupant of property
Signature: Mary E. Early	Signature: James F. Early
Print Name Legible: Mary E. Early, Individually and as Trustee	Print Name Legible: James F. Early
SSN: _____ Date: 8/21/13	SSN: _____ Date: 8-21-13
Phone # 843-243-0046 Phone # _____	Phone # 203-777-7799 Phone # 203-668-1851

For office use only: Approved: ☐ Yes ☐ No By: PIN#

Applications must be filed with the *Assessor* before the first penalty date for the payment of taxes (typically January 15th)
FILING THIS APPLICATION DOES NOT ALLOW YOU TO DELAY PAYING TAXES THAT HAVE BEEN BILLED.
Taxes are DUE BY THE DATE ON THE BILL (Usually January 15th) - PENALTIES AND INTEREST CANNOT BE WAIVED IF THE PAYMENT IS LATE.
Revised April 8, 2013

SCANNED
JUN 09 2014
ROA 322
ASTLDS

Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

SCANNED
JUN 09 2014

ASTLDS

Attachment B

SC Form 2848 Power of Attorney

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
Mrs. Mary B. Early, individually and as Trustee 206 Sand Fiddler Court Kiawah Island, SC 29455		Plan number (If applicable)
	* Daytime telephone number (843)243-0046	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Marie Kiebling Brees c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (856) 763-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

33071028

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/08)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
James F. Early 38 Hunting Hill Road Woodbridge, CT 06525		Plan number (if applicable)
	* Daytime telephone number (203) 777-7799	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Maria Kiehling Breen c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (866) 763-8267 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 instructions)
Real Property Tax		2012, 2013, 2014

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List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

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Name of representative to receive refund check(s) ▶ _____

33071028

SCANNED
JUN 09 2014

ASTLDS

6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. ..... ▶ ☐

7 **Retention/Revocation of Prior Power(s) of Attorney** -- The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the South Carolina Department of Revenue for the same tax matters for years or periods covered by this document.

If you do not want to revoke a prior power of attorney, check here ..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

8 **Signature of Taxpayer(s)** - If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested; otherwise, see the instructions for SC2848 concerning signature of taxpayer(s). If signed by a corporate officer, partner, guardian, tax matters partner/person, LLC members, executor, receiver, personal representative, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **The Department will not accept a Power of Attorney that is not signed.**

* Mary Early — Signature — * 7-31-13 Date — Title (if applicable)

* Mary F Early — Print Name

James Early — Signature — 7-31-13 Date — Title (if applicable)

James F. Early — Print Name

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

▶ **The Department will not accept a Declaration of Representative that is not signed.**

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief. To wilfully furnish a false or fraudulent statement to the Department is a crime.

* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	[signature]	9/4/13

*. Indicates required field.

33072024

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427

101 Meeting Street, Suite 135
Charleston, SC 29401
843.958.4100

MEMORANDUM

TO: AMANDA S. HUGGINS, COUNTY SERVICES REPRESENTATIVE II.
BOARD OF ASSESSMENT APPEALS

FROM: TOY S. GLENNON, COUNTY ASSESSOR

RE: PID#: 13/265-13-00-015
OWNER: EARLY, JAMES F. TRUST
REPRESENTED BY G. HAMLIN O'KELLEY, III.
BAA#: 13-017

DATE: OCTOBER 28, 2014

Enclosed please find a copy of a letter received in this office on June 2, 2014 objecting to denial of the 4% Legal Residence assessment ratio. The taxpayers's appeal letters are also enclosed.

According to S. C. Code of Laws Section 12-60-2530, the Assessor is hereby notifying the Board of Assessment Appeals of the property owner's appeal.

TSG/vls

Enc.

cc: James F. Early Trust c/o G. Hamlin O'Kelley, III w/Buist, Byars & Taylor LLC, 652 Coleman Blvd., Mt. Pleasant, SC 29464

Appeal-BAA # 13-017
POA

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

September 16, 2014

G. HAMLIN O'KELLEY, III
ATTORNEY AT LAW
hamlin.okelley@buistbyars.com

Charleston County Assessor's Office
Attn: Ms. Jessica DeWeerth
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
James F. Early & Mary Early
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Ms. DeWeerth:

With regard to the above referenced matter, enclosed please find the original SC Department of Revenue Power of Attorney & Declaration of Representative forms for both James F. Early and Mary E. Early.

If you should have any questions regarding the enclosed documents, please do not hesitate to contact Mr. O'Kelley at your convenience.

Yours very truly,

Nancy Keller

Nancy Keller
Legal Assistant to G. Hamlin O'Kelley, III

Enclosures

RECEIVED
2014 SEP 17 AM 11:
CHARLESTON COUNTY
ASSESSOR'S OFFICE

SCANNED
SEP 30 2014
ASTLDS

SCANNED
SEP 30 2014
ASTLDS

265-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer Identification number
James F. Early 38 Hunting Hill Road Woodbridge, CT 06525		Plan number (if applicable)
	* Daytime telephone number (203) 777-7799	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
G. Hamlin O'Kelley, III c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (843) 856-0613 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 Instructions)
Real Property Tax		2012, 2013, 2014

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Name of representative to receive refund check(s) ▶ _____

SCANNED
SEP 30 2014

33071028

ORIGINALS

ROA 331

25-13-M-015

6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. . . . . ▶ ☐

7 **Retention/Revocation of Prior Power(s) of Attorney** -- The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the South Carolina Department of Revenue for the same tax matters for years or periods covered by this document.

If you do not want to revoke a prior power of attorney, check here . . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

8 **Signature of Taxpayer(s)** - If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested; otherwise, see the instructions for SC2848 concerning signature of taxpayer(s). If signed by a corporate officer, partner, guardian, tax matters partner/person, LLC members, executor, receiver, personal representative, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **The Department will not accept a Power of Attorney that is not signed.**

* James F Early — Signature | * 9-2-14 — Date | Title (if applicable)

* James F. Early — Print Name

Signature | Date | Title (if applicable)

Print Name

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

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I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief. To wilfully furnish a false or fraudulent statement to the Department is a crime.

* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	[signature]	9/9/14

* indicates required field.

33072026

SCANNED SEP 30 2014 ASTLDS

SCANNED SEP 30 2014 ASRDS32

VC-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer Identification number
Mrs. Mary E. Early, individually and as Trustee 206 Sand Fiddler Court Kiawah Island, SC 29455		Plan number (if applicable)
	* Daytime telephone number (843)243-0046	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
G. Hamlin O'Kelley, III c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (843) 858-0613 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

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* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	Year(s) or Period(s) * (See Line 3 instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

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Name of representative to receive refund check(s) ▶ _____

SCANNED
SEP 30 2014
ASTLDS

33071028

ORIGINAL

ORC-13-00-015

6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. ..... ▶ ☐

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▶ **The Department will not accept a Power of Attorney that is not signed.**

* Mary E Early, individually and as trustee	* 9/2/2014	
Signature	Date	Title (if applicable)
* Mary E. Early, individually and as Trustee		
Print Name		
Signature	Date	Title (if applicable)
Print Name		

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

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* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	[signature]	9/5/14

* indicates required field.

33072026

SCANNED

SEP 30 2014

ASTLDS

2C-18-00-015

Lynn Carmody, Chair
Chann Pflug, Vice Chair
Lolly A. Fabian
Joseph Good, III
Lydia Pruitt Brooks
Thomas E. Lucy, III
William Kleindienst

P. O. Box 1868
Charleston, SC 29402

I. Ryan Neville
Shawn Willis
James H. Martin
Michael J. Ferrer
Glenn Goodwin
John E. Robinson
Chip Shealy
Lisa Richart

843.958.4190
Fax: 843.958.4191

BOARD OF ASSESSMENT APPEALS

10/29/2014

G. Hamlin O'Kelley, III
652 Coleman Blvd.
Mount Pleasant, SC 29464

RE:	BAA#:	13-017
	PID#:	13/265-13-00-015
	OWNER:	JAMES F. EARLY TRUST

Dear Mr. O'Kelley, III:

This letter acknowledges receipt of your request to appeal the 2013 property tax assessment of the above referenced property to the Charleston County Board of Assessment Appeals.

Pursuant to S. C. Code of Laws §12-60-2530, the Board of Assessment Appeals shall set a conference date for each appeal, giving the Assessor and the property taxpayer at least thirty (30) days' notice of the conference. You will be notified in writing when your conference has been scheduled. The Charleston County Board of Assessment Appeals will not hear appeals via telephone or video conference.

Prior to the BAA Conference, the property taxpayer shall file with the Board copies of documents, including appraisals, property sales, and a brief description of other evidence to be presented. Copies of the documents and lists must be mailed or delivered to the Assessor at the same time. Please send documents to the Board at the address listed above. Copies of documents should be mailed to the Assessor at PO Box 427, Charleston SC 29402.

Prior to the BAA Conference, the Assessor also shall file with the Board a copy of the original property tax assessment of the subject property, the written protest of the property taxpayer, a written response to the taxpayer's protest, and copies of documents, including appraisals, property sales and a brief description of other evidence to be presented by the Assessor. Copies of the documents filed with the Board must be mailed or delivered to the property taxpayer at the same time.

At least seven (7) days before the date of the conference, the parties shall file with the Board any response each may have to the information filed by the other. This response material must be mailed or delivered to the other party at the same time.

The conferences are open to the public to observe the process. The use of computer technology is permitted. During the conference the Assessor shall explain the property tax assessment and the response to the taxpayer's written protest and provide the Board with evidence to support the property tax assessment; the property taxpayer shall state the reasons for protesting the property tax assessment and provide the Board with evidence to support amending, modifying or rescinding the property tax

assessment. Members of the Board may question the property taxpayer, the Assessor, and anyone else providing information at the conference. Any member of the Board may request additional information.

After the conference, the Board shall issue a decision based upon the evidence presented, and shall mail a written decision to the parties within fifteen (15) days after the date of the conference, or as soon thereafter as practical.

If you have any questions regarding the appeal before the Board, please contact Amanda S. Huggins, Administrative Assistant to the Board of Assessment Appeals, at (843) 958-4190. Please note that the members of the Board of Appeals are all volunteers. If you plan to withdraw your appeal, please notify the Board as soon as possible. If you wish to attend a conference as a spectator, please call for a schedule of the Board's upcoming conferences.

Sincerely,

Lynn Carmody/ash

Lynn Carmody
Chair
Charleston County Board of Assessment Appeals

From: (843) 856-4488
Nancy Keller
BUIST, BYARS &; TAYLOR, LLC
652 COLEMAN BLVD
SUITE 200
MT. PLEASANT, SC 29464

Origin ID: CHSA

FedEx Express

J15101501140 3uv

Ship Date: 19JAN15
ActWgt. 1.0 LB
CAD: 3444944/INET3610

Delivery Address Bar Code

Ref# LIT 2013080018
Invoice #
PO #
Dept #

SHIP TO: (843) 000-0000 BILL SENDER

Attn: Pam Mecke
Charleston County Assessors Office
101 Meeting Street
Suite 135
CHARLESTON, SC 29401

TUE - 20 JAN AA
STANDARD OVERNIGHT

TRK# 7726 2290 1000
0201

29401
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CHS

29 CHSA

537J1/BF15/EE4B

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

January 19, 2015

G. HAMLIN O'KELLEY, III
ATTORNEY AT LAW
Hamlin.okelley@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Pam Mecke
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Pam:

Our firm represents Mrs. Mary E. Early, the current owner of 206 Sand Fiddler Court, the above-referenced property (the "Property"). On September 6, 2013, we forwarded to you the following to constitute an appeal of the taxes assessed at the 6% rate:

- Attachment A – Legal Residence 4% Special Assessment Application
- Attachment B – SC Form 2848 Power of Attorney – included for tax year 2014
- Attachment C – South Carolina Driver's License – Mary E. Early
- Attachment D – Connecticut Driver's License – James F. Early
- Attachment E – South Carolina Voter Registration – Mary E. Early
- Attachment F – South Carolina Vehicle Registrations – Mary E. Early
- Attachment G – IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)
- Attachment H – South Carolina Department of Revenue Form SC 1040 – 2012 Individual Income Tax Return (Mary Early)
- Attachment I – Connecticut Form CT-1040NR/PY-2012 – Connecticut Nonresident & Part-Year Resident Income Tax Return (Mary Early)
- Attachment J – New York Form IT-203 – Nonresident & Part-Year Resident Income Tax Return for 2012 (James Early)
- Attachment K – Connecticut Form CT-1040 – 2012 Connecticut Resident Income Tax Return (James Early)
- Attachment L – James F. Early 2012 Trust Agreement
- Attachment M – Receipt for payment

This letter shall constitute an appeal of the 6% rate charged in 2014 and which has been under appeal since September 6, 2013. We are currently scheduled to go before the Board of Assessment Appeals later this year.

Once again, the enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as beneficiary and trustee of the James F. Early 2012 Trust Agreement. Neither Mr. nor Mrs. Early receive any form of legal residence or homestead exemption for any other property owned in the United States. We would assert that Mr. Early's status as a resident of the State of Connecticut has no bearing on Mrs. Early's one hundred percent (100%) ownership in the subject property and her entitlement to receive the legal residence 4% special assessment for the same.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

G. Hamlin O'Kelley, III

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

Attachment A

Legal Residence 4% Special Assessment Application

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only, *REFUNDS REQUIRE A DIFFERENT FORM*

MAIL Original application to: Charleston County Assessor's Office
DO NOT FAX. PO Box 427, Charleston SC, 29402-0427
DO NOT E MAIL Telephone: (843) 958-4100

Office Use Only: Office/Rep Use Only:

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
BARLY JAMES F. TRUST 206 SAND FIDDLER COURT KIAWAH ISLAND, SC 29455 (CORRECT THE ADDRESS IF NECESSARY)	206 Sand Fiddler Court Osprey Beach (429) TMS# 265-13-00-015 Ofc. Use: Assoc. PIN _____ Ac _____

CALL 843-958-4100 (option #1) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU *MUST* ANSWER *ALL* QUESTIONS ON THIS APPLICATION AND PROVIDE *ALL* REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: 206 Sand Fiddler Court, Kiawah Island, SC 29455
2. Date owner-occupant(s) began to occupy the property: April 2003
3. Type of residence: ☒-Single Family ☐-Duplex ☐-Townhouse ☐-Condo ☐- this is a separate Parcel used as a Yard ☐-Mobile Home (Provide Decal #_____) If Mobile home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property held in a trust? ☐ No ☒ Yes If YES: attach copy of ENTIRE trust and any related documents Please see attached
   If the property is held in a trust: Is the property occupied by a current income beneficiary of the trust? ☐ No ☒ Yes
5. Is the property owned by a single member Limited Liability Corporation (LLC)? ☒ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property subject to a land/installment contract or bond for title? ☒ No ☐ Yes If YES: attach copy of recorded contract
7. Is the property rented for any period of time during the year? ☒ No ☐ Yes If YES: # of days rented? N/A
8. Is any part of the property (commercial, apartment, lot, mobile home, etc.) rented OR used/claimed for business purposes? ☒ No ☐ Yes Describe *(attach extra sheet if needed)* N/A
9. Do you have room-mate(s)? ☒ No ☐ Yes If YES: attach lease(s) or detailed explanation
10. For all owners: List full name, percent interest owned and relationship to applicant *(attach extra sheet if needed)*
    Mary E. Early, 100% interest (50% individually and 50% as income beneficiary under Trust)
11. Please check appropriate box: A) Married ☒ B) Widowed ☐ C) Legally separated ☐ D) Divorced ☐ E) Never Married ☐
12. A) Address of your PREVIOUS residence. *(Street, City, County, State, Country)* 38 Hunting Hill Road, Woodbridge, CT 06525
    B) Spouse's previous address *(if different from A)*: Same
13. A) Did you own your previous residence? ☐ No ☒ Yes If YES: Has it been sold? ☒ No ☐ Yes If YES: Date sold: _____
    B) If NOT sold – Is that property qualified for any type of exemption, discount or credit, etc.? ☒ No ☐ Yes If YES: the previous taxing jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any *member of your household** claim to be a resident of any other jurisdiction *(City, County, State or Country)* for any purpose? ☐ No ☒ Yes If YES: attach explanation Please see attached explanation
15. Do you, your spouse, or any *member of your household** own another residence(s) in the United States or in another country? ☐ No ☒ Yes If YES: List ALL addresses showing City, County, State, Country *(attach extra sheet if necessary)*
    Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE *ALL APPLICABLE ITEMS* OR EXPLANATION FOR MISSING ITEMS – *SEE INSTRUCTIONS*

A) Copies of SC Driver(s) License(s) OR SC identification card(s) showing current address *(for all owner-occupants AND spouse)*.
B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse)*. If you drive a company car provide registration.
C) Copies of first 2 pages of most recently filed Federal 1040 (including schedules A, C, E & Form 8829 if applicable) AND SC/Other State income tax returns – for all owner-occupants AND spouse *(redact income, social security & account/routing numbers – see instructions for how to redact)*.
D) Copies of SC Voter Registration Cards *(for all owner-occupants AND spouse)*.
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the Military must also provide a copy of Military Identification card, current orders & current LES (*redact income data – see instructions*).
G) If answers to questions 4, 5, 6, 8 or 9 are YES OR if 13 B) is checked, additional information or documents are required as noted in those sections.

If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise- other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED *IN WRITING* IF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner or his agent *shall* provide *all* information required in the application, and shall certify to the following statement: 'Under penalty of perjury I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household*, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I, nor a member of my household*, claim the special assessment ratio allowed by this section on another residence.' If a person signs the certification and obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the Assessor within six months, a penalty is imposed..."

***member of my household is defined on the back of this application.*

REQUIRED – Owner-Occupant's Signature	REQUIRED SIGNATURE: ☒ Spouse (spouse MUST sign if applicant is married and not separated–even if spouse is NOT an owner) OR ☐ Co-Owner IF occupant of property
Signature: Mary E Early	Signature: James F Early
Print Name Legibly: Mary E. Early, Individually and as Trustee	Print Name Legibly: James F. Early
SSN: _____ Date: 8/21/13	SSN: _____ Date: 8-21-13
Phone # 843-243-0046 Phone # _____	Phone # 203-777-7768 Phone # 203-666-1257

For office use only: Approved. ☐ Yes ☐ No By: PIN#

Applications must be filed with the *Assessor* before the first penalty date for the payment of taxes (typically January 15th)
FILING THIS APPLICATION DOES NOT ALLOW YOU TO DELAY PAYING TAXES THAT HAVE BEEN BILLED.
Taxes are DUE BY THE DATE ON THE BILL (Usually January 15th) - PENALTIES AND INTEREST CANNOT BE WAIVED IF THE PAYMENT IS LATE.
Revised April 8, 2013

Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

Attachment B

SC Form 2848 Power of Attorney

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
Mrs. Mary B. Early, individually and as Trustee 206 Sand Fiddler Court Kiawah Island, SC 29455		Plan number (If applicable)
	* Daytime telephone number (843)243-0046	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representative(s) (Type or print.)

* Name and address of specific individual	
Maria Kiahling Brees c/o Buist, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (866) 753-8287 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

33071028

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848
(Rev. 1/9/09)
3307

Part I Power of Attorney

1 Taxpayer Information (Note: Taxpayer(s) must sign and date this form on page 2, line 8.)

* Taxpayer name(s) and address (Type or print.)	* Social Security number(s)	* Employer identification number
James P. Early 38 Hunting Hill Road Woodbridge, CT 06525		Plan number (if applicable)
	* Daytime telephone number (203) 777-7799	Email Address

hereby appoint(s) the following representative(s) as attorney(s) - in fact:

2 Representatives (Type or print.)

* Name and address of specific individual	
Maria Kishling Brees c/o Balst, Byars & Taylor, LLC 652 Coleman Boulevard, Suite 200 Mt. Pleasant, SC 29464	* Telephone No. (843) 856-4488 Fax No. (866) 763-8207 Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐
Name and address of specific individual	Telephone No. ( ) Fax No. ( ) Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters:

3 Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable.

* Type of Tax (Individual, Corporate, Withholding, Sales, etc.)	* Tax Form Number (SC1040, WH1605, ST-3, etc.)	* Year(s) or Period(s) (See Line 3 Instructions)
Real Property Tax		2012, 2013, 2014

4 Acts Authorized - A representative is an individual authorized to receive and inspect confidential tax information and to perform any and all acts on behalf of the taxpayer with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. You may not use a Power of Attorney form to authorize a representative to receive refund checks. You may use a Power of Attorney form to authorize a representative to sign a return ONLY IF the same authority is granted pursuant to a licensed attorney/client relationship. The authorization to sign a return must be specifically listed below.

List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: _____

5 Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶ _____

33071028

6 **Notices and Communications** (See Instructions)

Check this box if you want notices or communications sent to your representative. ..... ▶ ☐

7 **Retention/Revocation of Prior Power(s) of Attorney** - The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the South Carolina Department of Revenue for the same tax matters for years or periods covered by this document.

If you do not want to revoke a prior power of attorney, check here ..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

8 **Signature of Taxpayer(s)** - If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested; otherwise, see the instructions for SC2848 concerning signature of taxpayer(s). If signed by a corporate officer, partner, guardian, tax matters partner/person, LLC members, executor, receiver, personal representative, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **The Department will not accept a Power of Attorney that is not signed.**

* Mary Early (Signature)	* 7-31-13 (Date)	(Title (if applicable))
* Mary Early (Print Name)		
James F. Early (Signature)	7-31-13 (Date)	(Title (if applicable))
James F. Early (Print Name)		

Part II Declaration of Representative

I declare that:

- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified; and
- I am one of the following:
  - a Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent - enrolled as an agent under the Requirements of the US Treasury Department Circular No. 230.
  - d Officer - a bona fide officer of the taxpayer organization.
  - e Full-Time Employee - a full-time employee of the taxpayer.
  - f Family Member - a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Return Preparer.
  - h Other, please explain. _____

▶ **The Department will not accept a Declaration of Representative that is not signed.**

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief. To wilfully furnish a false or fraudulent statement to the Department is a crime.

* Designation - Insert above letter (a-h)	* Jurisdiction (state)	* Signature	* Date
(a)	SC	[illegible]	9/4/13

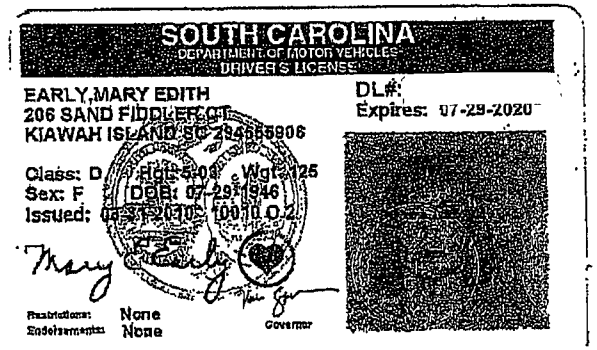
* indicates required field.

33072026

Attachment C

South Carolina Driver's License – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015



SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES
DRIVER'S LICENSE

EARLY,MARY EDITH
206 SAND FIDDLER CT
KIAWAH ISLAND SC 29455-5906

DL#:
Expires: 07-29-2020

Class: D Hgt: 5-03 Wgt: 125
Sex: F DOB: 07-29-1946
Issued: 04-21-2010 0070 O 2

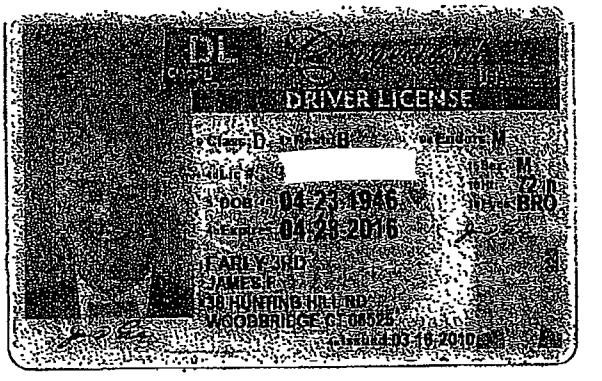
Restrictions: None
Endorsements: None

Governor

Attachment D

Connecticut Driver's License – James F. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015


DL
DRIVER LICENSE
DOB 04-23-1946
04-29-2016
FARLEY, JAMES F.
130 HUNTING HILL RD
WOODBRIDGE CT 06525
BRO

Attachment E

South Carolina Voter Registration – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Please check this card for accuracy. For any questions, call your Voter Registration office. You must present your voter registration notification, a valid South Carolina License or a photo I.D. that has been issued by the Department of Public Safety when you go to vote. You may request a duplicate notification card from your local Voter Registration Office if your original is lost or stolen.

If you move within this county, follow directions on back of notification card. If you move to another county, you must register in your new county of residence.

Congressional District	Senate	House	County Council	School District	City Council	Water Shed	Misc. 1	Misc. 2
01	41	119	09	09	24			

MARY E EARLY
206 SAND FIDDLER CT
KIAWAH ISLAND SC 29455

Your current election districts are shown above and your polling place is shown to the right. After detaching your registration notification card save this portion for reference.

STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY: CHARLESTON
PRECINCT: KIAWAH ISLAND

REG. NO: 4 919 158
REG. DATE: 03-31-2010

EARLY, MARY E
206 SAND FIDDLER CT
KIAWAH ISLAND 29455

Mary Early
SIGNATURE OF ELECTOR

FOLD HERE

SEX: F
RACE: W
DOB: 07-29-1946

VOTE AT:
ST JOHNS FIRE STATION #4
12 SORA RAIL ROAD

Marilyn W Bowers
COUNTY / STATE ELECTION OFFICIAL

Attachment F

South Carolina Vehicle Registrations – Mary E. Early

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER	IVA868	TITLE	770100259377396
PLATE CLASS	RP1	EQUIPMENT NO.	
ISSUE DATE	02/20/2013	COUNTY	10
PLATE EXP.	02/2015	VEHICLE NO.	22446822
DECAL EXP.	02/2014	FLEET NUMBER	
VIN	WDDHF7HB8AA154396		
YEAR	2010		
MAKE	MERZ		
BODY	4S		
MODEL	E63AMG		
VEHICLE TYPE	1		
EMPTY / GVW	4156 / 0		

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906 40497398

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

PEEL HERE

PLACEMENT INSTRUCTIONS ON REVERSE →

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

491 AV

EARLY, MARY, EDITH,
206 SAND FIDDLER CT
KIAWAH ISLAND, SC 294555906

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER	EWL452	TITLE	772060168634865A
PLATE CLASS	RP1	EQUIPMENT NO.	
ISSUE DATE	06/06/2013	COUNTY	10
PLATE EXP.	06/2015	VEHICLE NO.	19092397
DECAL EXP.	06/2014	FLEET NUMBER	
VIN	JTJHW31U672012699		
YEAR	2007		
MAKE	LEXS		
BODY	SU		
MODEL	RX400H		
VEHICLE TYPE	I		
EMPTY/GVW	4270 / 0		

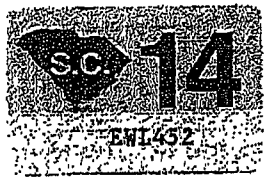
CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

43775111

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE



PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
4. Firmly press and rub decal and edges down with thumb.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
-Buy License Plates
-Change your address
-Renew your ID card
-Replace your lost or stolen driver's license
-Get a copy of your driving record
-Pay a reinstatement fee
-View SCDMV license plate gallery
-Download SCDMV forms and driver's manual

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

PLATE NUMBER GYA729
PLATE CLASS RP1
ISSUE DATE 01/29/2013
PLATE EXP. 02/2015
DECAL EXP. 02/2014
VIN. 5FNRL5H9XBB038810
YEAR 2011
MAKE HOND
BODY SV
MODEL ODYSSEY
VEHICLE TYPE 1
EMPTY/GVW 4447 / 0

TITLE 772060229941614A
EQUIPMENT NO.
COUNTY 10
VEHICLE NO. 21360512
FLEET NUMBER

CUSTOMER NO. 30931317
EARLY, MARY EDITH

206 SAND FIDDLER CT
KIAWAH ISLAND SC 294555906

43139979

PLEASE NOTE: Make sure all information is correct before placing license plate or decal on your vehicle.

PEEL HERE

PLACEMENT INSTRUCTIONS ON REVERSE

APPLICATION INSTRUCTIONS

1. Clean plate thoroughly and dry plate completely.
2. Remove backing paper by bending over finger at scoreline face up, pull decal slowly.
3. Position on clean and dry plate as shown below.
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If you sell your vehicle or let your insurance lapse, you must return your plate to SCDMV immediately or face fines up to $400.

Visit us at WWW.SCDMVONLINE.COM
-Buy License Plates
-Change your address
-Renew your ID card
-Replace your lost or stolen driver's license
-Get a copy of your driving record
-Pay a reinstatement fee
-View SCDMV license plate gallery
-Download SCDMV forms and driver's manual

Attachment G

IRS Form 1040 – U.S. Individual Income Tax Return for 2012 (James & Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2012** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2012, or other tax year beginning , 2012, ending , 20 See separate instructions.

Your first name and initial: James	Last name: Early	Your social security number: [redacted]
If a joint return, spouse's first name and initial: Mary	Last name: Early	Spouse's social security number: [redacted]
Home address (number and street). If you have a P.O. box, see instructions.: 38 Hunting Hill Road	Apt. no.	▲ Make sure the SSN(s) above and on line 6c are correct.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: Woodbridge CT 06525		Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse

Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qual. for child tax credit (see instr.)

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who: • lived with you ____ • did not live with you due to divorce or separation (see instructions) ____

Dependents on 6c not entered above ____

d Total number of exemptions claimed — Add numbers on lines above ▶ 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	1,302,080
8a	Taxable interest. Attach Schedule B if required		8a	150,028
b	Tax-exempt interest. Do not include on line 8a	8b 707,187		
9a	Ordinary dividends. Attach Schedule B if required		9a	239,818
b	Qualified dividends	9b 119,509		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	177,117
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	6,638
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	-3,000
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	112,412
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	3,115,187
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income. List type and amount Thornton & Naumes		21	137,941
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶		22	5,238,221

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27	43,651	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35		36	43,651
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	5,194,570

COPY

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	5,194,570
	39a	Check if: [X] You were born before January 2, 1948, [ ] Blind. [X] Spouse was born before January 2, 1948, [ ] Blind. Total boxes checked ▶ 39a 2		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $5,950 Married filing jointly or Qualifying widow(er), $11,900 Head of household, $8,700	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	702,123
	41	Subtract line 40 from line 38	41	4,492,447
	42	Exemptions. Multiply $3,800 by the number on line 6d	42	7,600
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	4,484,847
	44	Tax (see instr.). Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 elec.	44	1,514,934
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	1,514,934
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 19 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit. Attach Schedule 8812, if required — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ] — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	1,514,934
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	87,301
	57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your total tax ▶	61	1,602,235
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 — 62 424,693		
	63	2012 estimated tax payments and amount applied from 2011 return — 63 1,836,000		
	64a	Earned income credit (EIC) — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Schedule 8812 — 65		
	66	American opportunity credit from Form 8863, line 8 — 66		
	67	Reserved — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a [ ] 2439 b [X] Reserved c [ ] 8801 d [ ] 8885 — 71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72	2,260,693
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	658,458
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ [ ]	74a	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: [ ] Checking [ ] Savings		
	▶ d	Account number		
	75	Amount of line 73 you want applied to your 2013 estimated tax ▶ 75 658,458		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions) — 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ John J. LaBanca, CPA — Personal identification number (PIN) ▶ 04150 — Phone no. ▶ 203-284-0607

Sign Here Joint return? See instr. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature — Date — Your occupation: Attorney — Daytime phone number

Spouse's signature. If a joint return, both must sign. — Date — Spouse's occupation: Programmer — If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

COPY

Paid Preparer Use Only

Print/Type preparer's name: John J. LaBanca, CPA — Preparer's signature — Date — Check [X] if self-employed — PTIN P00568923

Firm's name ▶ John J. LaBanca, CPA — Firm's EIN ▶ 06-1360458

Firm's address ▶ 27 Mulligan Dr. Wallingford CT 06492 — Phone no. 203-284-0607

Attachment H

South Carolina Department of Revenue Form SC 1040
2012 Individual Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2012 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 8/10/12)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2012, or fiscal tax year beginning 2012 and ending 2013

Print your first name and initial: MARY	Last name: EARLY	Suff.
Spouse's first name, if married filing jointly	Last name	
Check if new address ☐ Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions: 206 Sand Fiddler Court		County code
City: Kiawah Island	State: SC / Zip: 29455	Area code / Daytime telephone
Check if address is outside U.S. ☐ Foreign country address including Postal code (see instructions)		

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single
(2) ☐ Married filing jointly
(3) ☒ Married filing separately. Enter spouse's SSN here: 046-36-3493
(4) ☐ Head-of-household
(5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2012 federal return ▶ 1
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2012 ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2012 ▶ 1

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

[redacted]

INCOME AND ADJUSTMENTS Mary Early

2012

				Dollars	
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below		1	20,166	00
ADDITIONS TO FEDERAL TAXABLE INCOME					
a	State tax addback, if itemizing on federal return (See instructions)	a 412 00			
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b 00			
c	Expenses related to National Guard and Military Reserve income	c 00			
d	Interest income on obligations of states and political subdivisions other than South Carolina	d 00			
e	Other additions to income. Attach an explanation (See instructions)	e 00			
2	Add lines a through e and enter the total here. These are your total additions		2	412	00
3	Add lines 1 and 2 and enter the total here		3	20,578	00
SUBTRACTIONS FROM FEDERAL TAXABLE INCOME				Dollars	
f	State tax refund, if included on your federal return	f 00			
g	Total and permanent disability retirement income, if taxed on your federal return	g 00			
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h 00			
i	44% of net capital gains held for more than one year (See instructions)	i 00			
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j 00			
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k 00			
l	Active Trade or Business Income deduction (See instructions)	l 00			
m	Interest income from obligations of the U.S. government	m 00			
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n 00			
o	Social security and/or railroad retirement, if taxed on your federal return	o 00			
p	Caution: Retirement Deduction (See instructions)				
p-1	Taxpayer: date of birth 07/29/46	p-1 10,000 00			
p-2	Spouse: date of birth _____	p-2 00			
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3 00			
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4 00			
q	Age 65 and older deduction (See instructions)				
q-1	Taxpayer: date of birth 07/29/46	q-1 5,000 00			
q-2	Spouse: date of birth _____	q-2 00			
r	Negative amount of federal taxable income	r 00			
s	Subsistence allowance _____ days @ $8.00	s 00			
t	Dependents under the age of 6 years on December 31 of the tax year	t 00			
u	Other subtractions (See instructions)	u 00			
4	Add lines f through u and enter here. These are your total subtractions		4	< 15,000	00>
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX		5	5,578	00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6 83 00			
7	TAX on Lump Sum Distribution (Attach SC4972)	7 00			
8	TAX on Active Trade or Business Income (Attach I-335)	8 00			
9	TAX on excess withdrawals from Catastrophic Savings Accounts	9 00			
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX		10	83	00
11	Child and Dependent Care (See instructions)	11 00			
12	Two Wage Earner Credit (See instructions)	12 00			
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13 00			
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here		14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here		15	83	00

30752026

[redacted]

Mary Early 2012

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or SC41)		00	20 Other SC withholding (Attach Form 1099)		00
17 2012 estimated tax payments		00	21 Tuition tax credit (Attach I-319)		00
18 Amount paid with extension		00	22 Other refundable credit(s)		00
19 NR sale of real estate		00			

Check type: ☐ Anhydrous Ammonia (Attach I-339) ☐ Milk Credit (Attach I-334)

23 Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENT	23		00
24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25	83	00
26 USE TAX: (See Instructions) ▶ 26		00	
27 Amount of line 24 to be credited to your 2013 Estimated Tax ▶ 27		00	
28 Total Contributions for Check-offs (Attach I-330) ▶ 28		00	
29 Add lines 26 through 28 and enter the total here	29		00
30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) REFUND ▶	30		00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card* ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for U.S. Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) [ ] Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) [ ] 1-17 digits

31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31	83	00
32 Late filing and/or late payment Penalties _____ Interest _____ (See Instructions) Enter total here ▶	32		00
33 Penalty for Underpayment of Estimated Tax (Attach SC2210) (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax [ ] ▶	33		00
34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here BALANCE DUE ▶	34	83	00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2012 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT on its secure, confidential website www.sctax.org instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/INT information through the SCDOR website. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes [X] No ☐	Preparer's printed name: John J. LaBanca, CPA

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only			
Preparer signature		Date	Check if self-employed [X] PTIN P00568923
Firm name (or yours if self-employed) and address and Zip Code	John J. LaBanca, CPA 27 Mulligan Dr Wallingford CT 06492	FEIN 06-1360458	Phone No. 203-284-0607

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

30753024

Attachment I

Connecticut Form CT-1040NR/PY-2012
Connecticut Nonresident & Part-Year Resident Income Tax Return
(Mary Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1202110225

Form CT-1040NR/PY- 2012, Page 1 of 4

Connecticut Nonresident and Part-Year Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

MARY EARLY

N Dec. N P
N Dec. Y N

206 SAND FIDDLER CT

N CT-2210

N CT-8379 N CT-1040CRC

KIAWAH ISLAND SC 29455 • JAMES EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	51435
2. Additions to federal adjusted gross income (from Schedule 1, Line 41)	2.	0
3. Add Line 1 and Line 2	3.	51435
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 52)	4.	0
5. **Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5.	51435
6. Income from Connecticut sources (from Schedule CT-SI, Line 30)	6.	0
7. Greater of Line 5 or Line 6. If less than zero, "0" is entered on Line 12.	7.	51435
8. Income tax	8.	2326
9. Line 6 divided by Line 5. If Line 6 is equal to or greater than Line 5, 1.0000 is entered.	9.	0.0000
10. Line 9 multiplied by Line 8	10.	0
11. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 61)	11.	0
12. Line 11 subtracted from Line 10. If Line 11 is greater than Line 10, "0" is entered.	12.	0
13. Connecticut alternative minimum tax (from Form CT-6251)	13.	0
14. Add Line 12 and Line 13.	14.	0
15. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	15.	0
16. **Connecticut income tax:** Line 15 subtracted from Line 14. If less than zero, "0" is entered.	16.	0
17. Individual use tax (from Schedule 3, Line 62) If no tax is due, "0" is entered.	17.	0
18. **Total tax:** Add Line 16 and Line 17.	18.	0

Clip check here. Do not staple.
Do not send W-2 or 1099 forms.

1202110225 1202110225

1022

19. Amount from Line 18 — 19. • 0

W-2, W-2G, and 1099 Information

	Col. A - Employer's Federal ID #	Col. B - CT Wages, Tips, etc.	Sch. CT K-1	Col. C - CT Income Tax Withheld
20a.	36 - 3046063	14709		412
20b.		0		0
20c.		0		0
20d.		0		0
20e.		0		0
20f.		0		0
20g.		0		0

20h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) — 20h. 0

20. **Total Connecticut income tax withheld:** Amounts in Column C.	20.	412
21. All 2012 estimated tax payments and any overpayments applied from a prior year	21.	0
22. Payments made with Form CT-1040 EXT	22.	0
23. **Total payments:** Add Lines 20, 21, and 22.	23.	412
24. Overpayment: If Line 23 is more than Line 19, Line 19 subtracted from Line 23.	24.	412
25. Amount of Line 24 you want **applied to your 2013 estimated tax**	25.	0
26. Total contributions of refund to designated charities (from Schedule 4, Line 63)	26.	0
27. **Refund:** Lines 25 and 26 subtracted from Line 24.	27.	412

If you have not elected to direct deposit, the refund may be issued by debit card or check.

27a. Acct. type Ck. Sv. 27b. Rout. # 27c. Acct. #

27d. Refund going to a bank account outside the U.S. 27d. N

28. **Tax due:** If Line 19 is more than Line 23, Line 23 subtracted from Line 19.	28.	0
29. If late: Penalty entered. Line 28 multiplied by 10% (.10).	29.	0
30. If late: Interest entered. Line 28 multiplied by number of months or fraction of a month late, then by 1% (.01).	30.	0
31. Interest on underpayment of estimated tax (from Form CT-2210.)	31.	0
32. **Total amount due:** Add Lines 28 through 31.	32.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here Keep a copy for your records.

Your signature	Date	Daytime telephone number
Spouse's signature (if joint return)	**Date**	**Daytime telephone number**
Paid preparer's signature	**Date**	**Telephone number** / **Preparer's SSN or PTIN**
		2032840607 / P00568923
Firm's name, address, and ZIP code	JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492	**FEIN** 061360458

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
JOHN J. LABANCA, CPA	2032840607	04150

Schedule 1 - Modifications to Federal Adjusted Gross Income

33. Interest on state and local government obligations other than Connecticut	33.	0
34. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	34.	0
35. Reserved for future use.	35.	
36. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	36.	0
37. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	37.	0
38. Loss on sale of Connecticut state and local government bonds	38.	0
39. Domestic production activities (from federal Form 1040, Line 35)	39.	0
40. Other - specify	40.	0
41. **Total additions:** Add Lines 33 through 40.	41.	0
42. Interest on U.S. government obligations	42.	0
43. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	43.	0
44. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	44.	0
45. Refunds of state and local income taxes	45.	0
46. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	46.	0
47. 50% of military retirement pay	47.	0
48. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	48.	0
49. Gain on sale of Connecticut state and local government bonds	49.	0
50. CHET contributions Acct. #:	50.	0
51. Other - specify	51.	0
52. **Total subtractions:** Add Lines 42 through 51.	52.	0

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

53. Connecticut AGI during residency portion of taxable year	53.	0

		Col. A	Col. B
54. Qualifying jurisdiction's name and two-letter code	54.		
55. Non-Connecticut income included on Line 53 and reported on a qualifying jurisdiction's income tax return (from Schedule 2 Worksheet)	55.	0	0
56. Line 55 divided by Line 53. May not exceed 1.0000.	56.	0.0000	0.0000
57. Apportioned income tax	57.	0	0
58. Line 56 multiplied by Line 57	58.	0	0
59. Income tax paid to a qualifying jurisdiction	59.	0	0
60. Lesser of Line 58 or Line 59	60.	0	0
61. Total credit: Add Line 60, all columns.	61.		0

Schedule 3 - Individual Use Tax

62a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	62a.	0
62b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	62b.	0
62c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	62c.	0
62. Individual use tax: Add Lines 62a, 62b, and 62c.	62.	0

Schedule 4 - Contributions to Designated Charities

63a. AR	63a.	0
63b. OT	63b.	0
63c. ES/W	63c.	0
63d. BCR	63d.	0
63e. SNS	63e.	0
63f. MFRF	63f.	0
63. **Total Contributions:** Add Lines 63a through 63f.	63.	0

Taxpayer email

Department of Revenue Services
State of Connecticut
(Rev. 12/12)

Schedule CT-SI

Nonresident or Part-Year Resident
Schedule of Income From Connecticut Sources

2012

Complete this schedule if you were a nonresident or part-year resident of Connecticut and attach it to Form CT-1040NR/PY.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

See instructions on Page 28 before completing this schedule. Complete in blue or black ink only.

Part 1 - Connecticut Income - Part-Year Residents: Complete **Schedule CT-1040AW**, Part-Year Resident Income Allocation. Add Columns B and D for each line of Schedule CT-1040AW and enter the totals on Lines 1 through 30 below.
Nonresidents: Enter the income received from Connecticut sources.

1. Wages, salaries, tips, etc.	1		
2. Taxable interest	2		
3. Ordinary dividends	3		
4. Alimony received	4		
5. Business income or (loss)	5		
6. Capital gain or (loss)	6		
7. Other gains or (losses)	7		
8. Taxable amount of IRA distributions	8		
9. Taxable amount of pensions and annuities	9		
10. Rental real estate, royalties, partnerships, S corporations, trusts, etc.	10		
11. Farm income or (loss)	11		
12. Unemployment compensation	12		
13. Taxable amount of social security benefits	13		
14. Other income: See instructions.	14		
15. Gross income from Connecticut sources: Add Lines 1 through 14.	15		00

Part 2 - Adjustments to Connecticut Income - Enter adjustments directly related to income reported above.

16. Educator expenses	16		
17. Certain business expenses of reservists, performing artists, and fee-basis government officials	17		
18. Health savings account deduction	18		
19. Moving expenses	19		
20. Deductible part of self-employment tax	20		
21. Self-employed SEP, SIMPLE, and qualified plans	21		
22. Self-employed health insurance deduction	22		
23. Penalty on early withdrawal of savings	23		
24. Alimony paid. Recipient's last name ▶ _____ SSN ▶ _____	24		
25. IRA deduction	25		
26. Student loan interest deduction	26		
27. Tuition and fees	27		
28. Reserved for future use	28		
29. Total adjustments: Add Lines 16 through 28.	29		
30. **Income from Connecticut sources:** Subtract Line 29 from Line 15. Enter the amount here and on **Form CT-1040NR/PY**, Line 6.	30	0	00

This reflects the information on the federal form 1040 as of November 16, 2012. Check the DRS website at www.ct.gov/DRS for any updates.

Employee Apportionment Worksheet - Complete Lines A through G only when the income from employment is earned both inside and outside Connecticut and the exact amount of Connecticut income is not known. **Do not complete Lines A through G if you know the exact amount of your Connecticut-sourced income.** See instructions, Page 32.

A. Working days (or other basis) outside Connecticut	A		
B. Working days (or other basis) inside Connecticut	B		
C. Total working days: Add Line A and Line B.	C		
D. Nonworking days (Holidays, weekends, etc.)	D		
E. Connecticut ratio: Divide Line B by Line C. Round to four decimal places.	E		
F. Total income being apportioned	F		
G. Connecticut income: Multiply Line E by Line F. Enter here and on Schedule CT-SI, Line 1.	G		

Basis, if other than working days:

1022

Department of Revenue Services
State of Connecticut
(Rev. 02/13)

Form CT-6251

Connecticut Alternative Minimum Tax Return - Individuals

2012

You must attach this form to the back of Form CT-1040 or Form CT-1040NR/PY. Complete in blue or black ink only.

Your first name and middle initial	Last name	Your Social Security Number
Mary	Early	[redacted]
If a joint return, spouse's first name and middle initial	Last name	Spouse's Social Security Number
		[redacted]

Part I – Read the instructions before you complete this form.

1. Federal alternative minimum taxable income: See instructions.	1.	51,020	00
2. Additions to federal alternative minimum taxable income: See instructions.	2.		00
3. Add Line 1 and Line 2.	3.	51,020	00
4. Subtractions from federal alternative minimum taxable income: See instructions.	4.		00
5. Adjusted federal alternative minimum taxable income: Subtract Line 4 from Line 3. If filing separately and Line 5 is more than $232,500, see instructions.	5.	51,020	00
6. Enter $78,750 if filing jointly or qualifying widow(er); $50,600 if single or head of household; or $39,375 if filing separately.	6.	39,375	00
7. Enter $150,000 if filing jointly or qualifying widow(er); $112,500 if single or head of household; or $75,000 if filing separately.	7.	75,000	00
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.	8.	0	00
9. Multiply Line 8 by 25% (.25).	9.	0	00
10. Exemption: Subtract Line 9 from Line 6. If zero or less, enter "0." If you were under age 24 at the end of 2012, see instructions.	10.	39,375	00
11. Subtract Line 10 from Line 5. If more than zero, go to Line 12. If zero or less, enter "0" here and on Line 23 and skip Lines 12 through 22.	11.	11,645	00
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 31, here. If you entered an amount on Lines 2 or 4 above and: • You filed federal Form 2555 or Form 2555-EZ, see the Line 12 instructions for the amount to enter. • You completed Part III of federal Form 6251, complete Part II of this form and enter the amount from Line 42 here. **All others:** If Line 11 is $175,000 or less ($87,500 or less if filing separately), multiply Line 11 by 26% (.26). Otherwise, multiply Line 11 by 28% (.28) and subtract $3,500 ($1,750 if filing separately) from the result.	12.	3,028	00
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32	13.		00
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.	14.	3,028	00
15. Multiply Line 14 by 19% (.19).	15.	575	00
16. Multiply Line 5 by 5.5% (.055).	16.	2,806	00
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.	17.	575	00
18. Apportionment factor: **Residents**, enter 1.0000; **nonresidents** and **part-year residents**, see instructions.	18.		
19. Apportioned Connecticut minimum tax: Multiply Line 17 by Line 18.	19.		00
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10	20.		00
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."	21.	0	00
22. Credit for alternative minimum tax paid to qualifying jurisdictions: **Residents and part-year residents only** from Schedule A, Line 51	22.	0	00
23. Subtract Line 22 from Line 21. Enter the amount here and on Form CT-1040, Line 9, or Form CT-1040NR/PY, Line 13.	23.	0	00

1022

Attachment J

New York Form IT-203
Nonresident & Part-Year Resident Income Tax Return for 2012
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

New York State Department of Taxation and Finance

2012 **Nonresident and Part-Year Resident Income Tax Return** New York State • New York City • Yonkers

IT-203

For the year January 1, 2012, through December 31, 2012, or fiscal year beginning ..... and ending .....

For help completing your return, see the instructions, Form IT-203-I.

Your first name and middle initial	Your last name (for a joint return, enter spouse's name on line below)	Your date of birth (mm-dd-yyyy)	Your social security number
James	Early	04-23-1946	[redacted]
Spouse's first name and middle initial	Spouse's last name	Spouse's date of birth (mm-dd-yyyy)	Spouse's social security no.
			[redacted]

Mailing address (see instructions, page 13) (number and street or rural route)	Apartment number	New York State county of residence
38 Hunting Hill Road		NR

City, village, or post office	State	ZIP code	Country (if not United States)	School district name
Woodbridge	CT	06525		NR

Permanent home address (see instr., pg 13) (no. and street or rural route)	Apartment no.	City, village, or post office	School district code number

State	ZIP code	Country (if not United States)	Decedent information	Taxpayer's date of death	Spouse's date of death

A Filing status (mark an X in one box):

① ☐ Single

② ☐ Married filing joint return (enter both spouses' social security numbers above)

③ ☒ Married filing separate return (enter both spouses' social security numbers above)

④ ☐ Head of household (with qualifying person)

⑤ ☐ Qualifying widow(er) with dependent child

B Did you itemize your deductions on your 2012 federal income tax return? ..... Yes ☒ No ☐

C Can you be claimed as a dependent on another taxpayer's federal return? ..... Yes ☐ No ☒

D Did you have a financial account located in a foreign country? (see pg. 14) NEW ..... Yes ☐ No ☒

E New York City part-year residents only (see page 14)

(1) Number of months you lived in NY City in 2012 ..... ☐

(2) Number of months your spouse lived in NY City in 2012 ..... ☐

F Enter your **2-character special condition code if applicable** (see page 14) ..... ☐

If applicable, also enter your **second 2-character** special condition code ..... ☐

G New York State part-year residents (see page 15)

Enter the date you moved into or out of NYS (mm-dd-yyyy) ..... ☐

On the last day of the tax year (mark an X in one box):

1) Lived in NYS ..... ☐

2) Lived outside NYS; received income from NYS sources during nonresident period ..... ☐

3) Lived outside NYS; received no income from NYS sources during nonresident period ..... ☐

H New York State nonresidents (see page 15)

Did you or your spouse maintain living quarters in NYS in 2012? ..... Yes ☐ No ☒

(If Yes, complete Form IT-203-B)

I Dependent exemption information (see page 15)

First name and middle initial	Last name	Relationship	Social security number	Date of birth (mm-dd-yyyy)

203001121022

If more than 7 dependents, mark an X in the box. ☐

Enter your social security number [redacted]

		Federal amount (Whole dollars only)		New York State amount (Whole dollars only)
Federal income and adjustments (see page 17)				
1 Wages, salaries, tips, etc.	1	1,288,040.	1	
2 Taxable interest income	2	127,342.	2	
3 Ordinary dividends	3	239,818.	3	
4 Taxable refunds, credits, or offsets of state and local income taxes (also enter on line 24)	4	177,117.	4	62,899.
5 Alimony received	5		5	
6 Business income or loss (submit a copy of federal Sch. C or C-EZ, Form 1040)	6	6,638.	6	
7 Capital gain or loss (if required, submit a copy of federal Sch. D, Form 1040)	7	-1,500.	7	
8 Other gains or losses (submit a copy of federal Form 4797)	8		8	
9 Taxable amount of IRA distributions. Beneficiaries: mark X in box ☐	9		9	
10 Taxable amount of pensions/annuities. Beneficiaries: mark X in box ☐	10	97,703.	10	
11 Rental real estate, royalties, partnerships, S corporations, trusts, etc. (submit a copy of federal Schedule E, Form 1040)	11	3,115,187.	11	567,466.
12 Rental real estate included in line 11 (federal amount) 12				
13 Farm income or loss (submit a copy of federal Sch. F, Form 1040)	13		13	
14 Unemployment compensation	14		14	
15 Taxable amount of social security benefits (also enter on line 26)	15		15	
16 Other income (see page 22) Identify: Thornton & Naume	16	137,941.	16	
17 Add lines 1 through 11 and 13 through 16	17	5,188,286.	17	630,365.
18 Total federal adjustments to income (see page 22) Identify: SE Tax Adjustment	18	43,651.	18	7,599.
19 **Federal adjusted gross income** (subtract line 18 from line 17)	19	5,144,635.	19	622,766.
New York additions (see page 24)				
20 Interest income on state and local bonds (but not those of New York State or its localities)	20	707,187.	20	
21 Public employee 414(h) retirement contributions	21		21	
22 Other (see page 24) Identify:	22		22	
23 Add lines 19 through 22	23	5,851,822.	23	622,766.
New York subtractions (see page 27)				
24 Taxable refunds, credits, or offsets of state and local income taxes (from line 4)	24	177,117.	24	62,899.
25 Pensions of NYS and local governments and the federal government (see page 27)	25		25	
26 Taxable amount of social security benefits (from line 15)	26		26	
27 Interest income on U.S. government bonds	27		27	
28 Pension and annuity income exclusion	28	20,000.	28	
29 Other (see page 29) Identify: ES-21	29	1,917.	29	1,917.
30 Add lines 24 through 29	30	199,034.	30	64,816.
31 **New York adjusted gross income** (subtract line 30 from line 23)	31	5,652,788.	31	557,950.
32 Enter the amount from line 31, **Federal amount** column			32	5,652,788.
Standard deduction or itemized deduction (see page 33)				
33 Enter your **standard deduction** (table on page 33) or your **itemized deduction** (from Form IT-203-D). Mark an X in the appropriate box: ☐ **Standard** – or – ☒ **Itemized**			33	72,936.
34 Subtract line 33 from line 32 (if line 33 is more than line 32, leave blank)			34	5,579,852.
35 Dependent exemptions (not the same as total federal exemptions; see page 33)			35	
36 **New York taxable income** (subtract line 35 from line 34)			36	5,579,852.

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Name(s) as shown on page 1	Enter your social security number
James Early	[redacted]

Tax computation, credits, and other taxes (see page 34)

37	New York taxable income (from line 36 on page 2)	5,579,852.
38	New York State tax on line 37 amount (see page 34 and Tax computation on pages 66, 67, and 68)	492,143.
39	New York State household credit (page 34, table 1, 2, or 3)	
40	Subtract line 39 from line 38 (if line 39 is more than line 38, leave blank)	492,143.
41	New York State child and dependent care credit (see page 35)	
42	Subtract line 41 from line 40 (if line 41 is more than line 40, leave blank)	492,143.
43	New York State earned income credit (see page 35)	
44	Base tax (subtract line 43 from line 42; if line 43 is more than line 42, leave blank)	492,143.

45 Income percentage (see page 35) [ ] New York State amount from line 31: 557,950. ÷ Federal amount from line 31: 5,652,788. = 45: 0.0987 (Round result to 4 decimal places)

46	Allocated New York State tax (multiply line 44 by the decimal on line 45)	48,575.
47	New York State nonrefundable credits (Form IT-203-ATT, line 8)	
48	Subtract line 47 from line 46 (if line 47 is more than line 46, leave blank)	48,575.
49	Net other New York State taxes (Form IT-203-ATT, line 83)	
50	**Total New York State taxes** (add lines 48 and 49)	48,575.

New York City and Yonkers taxes and credits

51	Part-year New York City resident tax (Form IT-360.1)	51	
52	New York City minimum income tax (Form IT-220)	52	
52a	Add lines 51 and 52	52a	
52b	Part-year resident nonrefundable New York City child and dependent care credit	52b	
52c	Subtract line 52b from 52a	52c	
53	Yonkers nonresident earnings tax (Form Y-203)	53	
54	Part-year Yonkers resident income tax surcharge (Form IT-360.1)	54	
55	**Total New York City and Yonkers taxes** (add lines 52c, 53, and 54)		55
56	**Sales or use tax** (See the instructions on page 36. Do not leave line 56 blank.)		56: 0.

See instructions on pages 35 and 36 to compute New York City and Yonkers taxes, credits, and surcharges.

Voluntary contributions (see page 37)

57a	Return a Gift to Wildlife	57a	
57b	Missing/Exploited Children Fund	57b	
57c	Breast Cancer Research Fund	57c	
57d	Alzheimer's Fund	57d	
57e	Olympic Fund ($2 or $4; see page 37)	57e	
57f	Prostate Cancer Research Fund	57f	
57g	9/11 Memorial	57g	
57h	Volunteer Firefighting & EMS Recruitment Fund	57h	
57	**Total voluntary contributions** (add lines 57a through 57h)		57
58	**Total New York State, New York City, and Yonkers taxes, sales or use tax, and voluntary contributions** (add lines 50, 55, 56, and 57)		58: 48,575.

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Enter your social security number [redacted]

59 Enter amount from line 58 ..... 59 48,575.

Payments and refundable credits (see page 38)

60	Part-year NYC school tax credit (also complete E on front; see page 38)	60	
61	Other refundable credits (Form IT-203-ATT, line 17)	61	
62	Total New York State tax withheld	62	
63	Total New York City tax withheld	63	
64	Total Yonkers tax withheld	64	
65	Total estimated tax payments/amount paid with Form IT-370	65	40,000.
66	**Total payments and refundable credits** (add lines 60 through 65)	66	40,000.

Submit your wage and tax statements with your return (see page 38).

Your refund, amount you owe, and account information (see pages 39 through 42)

67 **Amount overpaid** (if line 66 is more than line 59, subtract line 59 from line 66) 67

68 Amount of line 67 to be refunded 68

Mark one refund choice: ☐ direct deposit (fill in line 73) - or - ☐ debit card - or - ☐ paper check

69 Amount of line 67 that you want applied to your **2013** estimated tax (see instructions) 69

See pages 39 and 40 for information about your three refund choices.

70 Amount you **owe** (if line 66 is less than line 59, subtract line 66 from line 59). To pay by electronic funds withdrawal, mark this box ☐ and fill in lines 73 and 74 ..... 70 8,575.

71 Estimated tax penalty (include this amount on line 70, or reduce the overpayment on line 67; see page 40) 71

72 Other penalties and interest (see page 40) 72

See page 43 for the proper assembly of your return.

73 Account information for direct deposit or electronic funds withdrawal (see page 41).

If the funds for your payment (or refund) would come from (or go to) an account outside the U.S., mark an X in this box (see pg. 41) ..... ☐

73a Account type: ☐ Personal checking - or - ☐ Personal savings - or - ☐ Business checking - or - ☐ Business savings

73b Routing number ☐ 73c Account number ☐

74 Electronic funds withdrawal (see page 41) ..... Date ☐ Amount ☐

Third-party designee? (see instr.) Yes [X] No ☐	Print designee's name: John J. LaBanca, CPA	Designee's phone number: 203-284-0607	Personal identification number (PIN): 04150
	E-mail:		

Paid preparer must complete (see instr.)	Date
Preparer's signature	Preparer's NYTPRIN
Firm's name (or yours, if self-employed): John J. LaBanca, CPA	Preparer's PTIN or SSN: P00568923
Address: 27 Mulligan Dr Wallingford CT 06492	Employer identification number: 06-1360458
	Mark an X if self-employed [X]
E-mail:	

Taxpayer(s) must sign here	
Your signature	
Your occupation: Attorney	
Spouse's signature and occupation (if joint return)	
Date	Daytime phone number
E-mail:	

See instructions for where to mail your return.

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New York State Department of Taxation and Finance

2012

Nonresident and Part-Year Resident Itemized Deduction Schedule

IT-203-D

Submit this form with Form IT-203. See instructions for completing Form IT-203-D in the instructions for Form IT-203.

Name(s) as shown on your Form IT-203	Your social security number
JAMES EARLY	[redacted]

		Whole dollars only
1 Medical and dental expenses (federal Schedule A, line 4)	1	
2 Taxes you paid (federal Schedule A, line 9)	2	528,782.
3 Interest you paid (federal Schedule A, line 15)	3	
4 Gifts to charity (federal Schedule A, line 19)	4	145,872.
5 Casualty and theft losses (federal Schedule A, line 20)	5	
6 Job expenses / miscellaneous deductions (federal Schedule A, line 27)	6	
7 Other miscellaneous deductions (federal Schedule A, line 28)	7	
8 Enter amount from federal Schedule A, line 29	8	674,654.
9 State, local, and foreign income taxes (or general sales tax, if applicable) and other subtraction adjustments (see instructions) See Stmt 1	9	481,780.
10 Subtract line 9 from line 8	10	192,874.
11 College tuition itemized deduction (Form IT-203-B, line 2; see instructions)	11	
12 Addition adjustments (see instructions)	12	
13 Add lines 10, 11, and 12	13	192,874.
14 Itemized deduction adjustment (see instructions)	14	119,938.
15 **New York State itemized deduction** (subtract line 14 from line 13; enter on Form IT-203, line 33)	15	72,936.

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[redacted]

New York Statements

Statement 1 - Form IT-203-D - Subtraction Adjustments

Class Code	Description	Amount
	State/local/foreign taxes	$ 481,780
	Total	$ 481,780

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2012

Attachment Sequence No. 09

Name of proprietor: James Early

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): Oil & Gas

B Enter code from instructions ▶ 211110

C Business name. If no separate business name, leave blank.: Tarpon Oil & Gas

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶ 38 Hunting Hill Road

City, town or post office, state, and ZIP code: Woodbridge CT 06525

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses ▶ [X] Yes [ ] No

H If you started or acquired this business during 2012, check here ▶ [ ]

I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) [ ] Yes [X] No

J If "Yes," did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	11,832
2	Returns and allowances (see instructions)	2	
3	Subtract line 2 from line 1	3	11,832
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3	5	11,832
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	11,832

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	5,194
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	5,194
29	Tentative profit or (loss). Subtract line 28 from line 7	29	6,638
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instr. Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	6,638
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2012

DAA

James Early [redacted]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2012, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45	Was your vehicle available for personal use during off-duty hours?	☐ Yes	☐ No
46	Do you (or your spouse) have another vehicle available for personal use?	☐ Yes	☐ No
47a	Do you have evidence to support your deduction?	☐ Yes	☐ No
b	If "Yes," is the evidence written?	☐ Yes	☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Production Tax	1,002
Production Expenses	4,192
48 Total other expenses. Enter here and on page 1, line 27	48 5,194

DAA

SCHEDULE D (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR.

▶ Information about Schedule D and its separate instructions is at www.irs.gov/form1040.

▶ Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0074

2012

Attachment Sequence No. 12

Name(s) shown on return: James Early

Your social security number: [redacted]

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part I, line 2, column (d)	(e) Cost or other basis from Form(s) 8949, Part I, line 2, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I	220,825	220,108	0	717
2 Short-term totals from all Forms 8949 with box B checked in Part I	730,672	769,760	0	-39,088
3 Short-term totals from all Forms 8949 with box C checked in Part I				

4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your **Capital Loss Carryover Worksheet** in the instructions	6	(197,297)
7 **Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back	7	-235,668

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price) from Form(s) 8949, Part II, line 4, column (d)	(e) Cost or other basis from Form(s) 8949, Part II, line 4, column (e)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 4, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II	30,429	43,156	0	-12,727
9 Long-term totals from all Forms 8949 with box B checked in Part II	5,469,298	5,498,383	0	-29,085
10 Long-term totals from all Forms 8949 with box C checked in Part II				

11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	635
13 Capital gain distributions. See the instructions	13	30,968
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your **Capital Loss Carryover Worksheet** in the instructions	14	(1,670,648)
15 **Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (h). Then go to Part III on the back	15	-1,680,857

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

DAA

Part III Summary

16	Combine lines 7 and 15 and enter the result • If line 16 is a **gain**, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a **loss**, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is **zero**, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.	16	-1,916,525
17	Are lines 15 and 16 **both** gains? ☐ **Yes.** Go to line 18. ☐ **No.** Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** in the instructions ▶	19	
20	Are lines 18 and 19 **both** zero or blank? ☐ **Yes.** Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). **Do not** complete lines 21 and 22 below. ☐ **No.** Complete the **Schedule D Tax Worksheet** in the instructions. **Do not** complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the **smaller** of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) **Note.** When figuring which amount is smaller, treat both amounts as positive numbers.	21	(1,500)
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☒ **Yes.** Complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☐ **No.** Complete the rest of Form 1040 or Form 1040NR.		

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment Sequence No. **12A**

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			18,958	18,955			3
Essex Finl 3226			201,867	201,153			714
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			220,825	220,108		0	717

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) James Early

Social security number or taxpayer identification number [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II **Long-Term.** Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

You must check Box A, B, or C below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [ ] (B) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 7112			30,429	43,156			-12,727
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			30,429	43,156		0	-12,727

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

▶ Information about Form 8949 and its separate instructions is at www.irs.gov/form8949.

▶ File with your Schedule D to list your transactions for lines 1, 2, 3, 8, 9, and 10 of Schedule D.

OMB No. 1545-0074

2012

Attachment Sequence No. **12A**

Name(s) shown on return: James Early

Social security number or taxpayer identification number: [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

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- [ ] (A) Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [x] (B) Short-term transactions reported on Form(s) 1099-B showing basis was **not** reported to the IRS
- [ ] (C) Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
Schwab 2383			534,763	537,347			-2,584
Essex Finl 3226			195,909	232,413			-36,504
2 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1 (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ▶			730,672	769,760		0	-39,088

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8949** (2012)

DAA

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) Social security number or taxpayer identification number

James Early [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

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- [ ] (A) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS
- [X] (B) Long-term transactions reported on Form(s) 1099-B showing basis was **not** reported to the IRS
- [ ] (C) Long-term transactions not reported to you on Form 1099-B

3 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold or disposed (Mo., day, yr.)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
JP Morgan 7241			1,201,534	1,188,077			13,457
Schwab2383			3,122,324	3,187,194			-64,870
Schwab 7112			239,795	228,281			11,514
EssexFinl 3226			605,345	594,531			10,814
UBS 5664			190,300	190,300			0
UBS 4689			110,000	110,000			0
4 Totals. Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 8 (if Box A above is checked), line 9 (if Box B above is checked), or line 10 (if Box C above is checked) ▶			5,469,298	5,498,383		0	-29,085

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See Column (g) in the separate instructions for how to figure the amount of the adjustment.

Name(s) shown on return. Do not enter name and social security number if shown on other side. Your social security number

James Early [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach **Form 6198**. See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see page E-7 before completing this section. ☐ Yes ☒ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	See Statement				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					3,201,510
b Totals				86,323	

30	Add columns (g) and (j) of line 29a	30	3,201,510
31	Add columns (f), (h), and (i) of line 29b	31	(86,323)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	3,115,187

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	James F Early 2007 Dynasty Tr UA	46-6656260
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see page E-8)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835**. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, line 17, or Form 1040NR, line 18	41	3,115,187
42	**Reconciliation of farming and fishing income.** Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see page E-8)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-2), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

New York Statements

Federal Schedule E, Page 2, Line 28

Name	P S	For Ptr	EIN	Not at Risk	Passive Loss	Passive Income	Nonpass Loss	Sec 179 Deduct	Nonpass Income
Early, Lucarelli, Sweeney, &	P		06-1386519		$	$	$	$ 85,366	$ 236,016
James F. Early, LLC	P		06-1568451						2,397,071
Early, Ludwick, Sweeney & Strauss	P		06-1565665						
Murphy Investments LLC	P		26-0120236						
Murphy Investments LLC	P		26-0120236						
Desert Wind Realty Investors, LLC	P		86-0906111						
Early & Strauss, LLC	P		06-1482624					957	568,423
Early $ Strauss LLC Rental	P		06-1482624						
Total					$ 0	$ 0	$ 0	$ 86,323	$3,201,510

Attachment K

Connecticut Form CT-1040
2012 Connecticut Resident Income Tax Return
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

20

1201110226

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFC N FJC N FSFC Y FSC N HH N QW

[redacted]

JAMES EARLY N Dec.

N Dec.

38 HUNTING HILL RD N CT-2210

N CT-8379 N CT-1040CRC

WOODBRIDGE CT 06525 • MARY EARLY

1.	Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1. 5144635
2.	Additions to federal adjusted gross income (from Schedule 1, Line 39)	2. 490149
3.	Add Line 1 and Line 2	3. 5634784
4.	Subtractions from federal adjusted gross income (from Schedule 1, Line 50)	4. 177117
5.	**Connecticut adjusted gross income:** Line 4 subtracted from Line 3.	5. 5457667
6.	Income tax	6. 365664
7.	Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)	7. 37371
8.	Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.	8. 328293
9.	Connecticut alternative minimum tax (from Form CT-6251)	9. 0
10.	Add Line 8 and Line 9.	10. 328293
11.	Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)	11. 0
12.	Line 11 subtracted from Line 10. If less than zero, "0" is entered.	12. 328293
13.	Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	13. 25000
14.	**Connecticut income tax:** Line 13 subtracted from Line 12. If less than zero, "0" is entered.	14. 303293
15.	Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.	15. 0
16.	**Total tax:** Add Line 14 and Line 15.	16. 303293

Clip check here. Do not staple. Do not send W-2 or 1099 forms.

1201110226 1201110226

1022

17. Amount from Line 16 — 17. • 303293

W-2, W-2G, and 1099 Information

	Col. A - Employer or Payer's Fed. ID #	Col. B - CT Wages, Tips, etc.	Col. C - CT Income Tax Withheld
18a.	06 - 1386519	• 1288040	73736
18b.		• 0	0
18c.		• 0	0
18d.		• 0	0
18e.		• 0	0
18f.		• 0	0
18g.		• 0	0

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) — 18h. 0

18. **Total Connecticut income tax withheld:** Amounts in Column C.	18.	73736
19. All 2012 estimated tax payments and any overpayments applied from a prior year	19.	380000
20. Payments made with Form CT-1040 EXT	20.	0
20a. Earned income tax credit (from Schedule CT-EITC, Line 16)	20a.	0
21. **Total payments:** Add Lines 18, 19, 20, and 20a.	21.	453736
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.	22.	150443
23. Amount of Line 22 you want **applied to your 2013 estimated tax**	23.	150443
24. Total contributions of refund to designated charities (from Schedule 5, Line 70)	24.	0
25. **Refund:** Lines 23 and 24 subtracted from Line 22.	25.	0

If you have not elected to direct deposit, the refund may be issued by debit card or check.

25a. Acct. type Ck. Sv. 25b. Rout. # 25c. Acct. #

25d. Refund going to a bank account outside the U.S. 25d. N

26. **Tax due:** If Line 17 is more than Line 21, Line 21 subtracted from Line 17.	26.	0
27. If late: Penalty entered. Line 26 multiplied by 10% (.10).	27.	0
28. If late: Interest entered. Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).	28.	0
29. Interest on underpayment of estimated tax (from Form CT-2210)	29.	0
30. **Total amount due:** Add Lines 26 through 29.	30.	0

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here Keep a copy for your records.

Your signature •		Date •	Daytime telephone number •
Spouse's signature (if joint return) •		Date •	Daytime telephone number •
Paid preparer's signature •	Date •	Telephone number • 2032840607	Preparer's SSN or PTIN P00568923
Firm's name, address, and ZIP code •	JOHN J. LABANCA, CPA 27 MULLIGAN DR WALLINGFORD, CT 06492		FEIN 061360458

Third Party Designee - Complete the following to authorize DRS to contact another person about this return.

Designee's name	Telephone number	Personal identification number (PIN)
• JOHN J. LABANCA, CPA	• 2032840607	• 04150

Schedule 1 - Modifications to Federal Adjusted Gross Income

31. Interest on state and local government obligations other than Connecticut	31.	490149
32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	32.	0
33. Reserved for future use.	33.	
34. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	34.	0
35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	35.	0
36. Loss on sale of Connecticut state and local government bonds	36.	0
37. Domestic production activities (from federal Form 1040, Line 35)	37.	0
38. Other - specify	38.	0
39. **Total additions:** Add Lines 31 through 38.	39.	490149
40. Interest on U.S. government obligations	40.	0
41. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	41.	0
42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	42.	0
43. Refunds of state and local income taxes	43.	177117
44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	44.	0
45. 50% of military retirement pay	45.	0
46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	46.	0
47. Gain on sale of Connecticut state and local government bonds	47.	0
48. CHET contributions Acct. #: –	48.	0
49. Other - specify	49.	0
50. **Total subtractions:** Add Lines 40 through 49.	50.	177117

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	5457667	
		Col. A	**Col. B**
52. Qualifying jurisdiction's name and two-letter code	52.	NEW YORK NY	
53. Non-Connecticut income included on Line 51 and reported on a qualifying jurisdiction's income tax return	53.	557950	0
54. Line 53 divided by Line 51	54.	0.1022	0.0000
55. Income tax liability: Line 11 subtracted from Line 6.	55.	365664	0
56. Line 54 multiplied by Line 55	56.	37371	0
57. Income tax paid to a qualifying jurisdiction	57.	48575	0
58. Lesser of Line 56 or Line 57	58.	37371	0
59. Total credit: Add Line 58, all columns:	59.	37371	

Schedule 3 - Property Tax Credit

Qualifying Property	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District	WOODBRIDG		
Description of Property	38 HUNTIN		
Date(s) Paid	07152012		
Amount Paid	60. 26428	61. 0	62. 0

63. Total property tax paid: Add Lines 60, 61, and 62.	63.	26428
64. Maximum property tax credit allowed	64.	300
65. Lesser of Line 63 or Line 64.	65.	300
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.	66.	1.00
67. Line 65 multiplied by Line 66.	67.	300
68. Line 67 subtracted from Line 65.	68.	0

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.	0
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.	0
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.	0
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69.	0

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.	0
70b. OT	70b.	0
70c. ES/W	70c.	0
70d. BCR	70d.	0
70e. SNS	70e.	0
70f. MFRF	70f.	0
70. **Total Contributions:** Add Lines 70a through 70f.	70.	0

Taxpayer email

Department of Revenue Services
State of Connecticut

(Rev. 01/13)

Schedule CT-IT Credit
Income Tax Credit Summary

2012

Complete this form in blue or black ink only. See instructions before completing.

Taxpayer name (if individual) James Early	Social Security Number [redacted]
Spouse's name (if filing a joint return)	Social Security Number [redacted]
Taxpayer name (if trust or estate)	Federal Employer Identification Number (FEIN)

Part I Tax Credits Applied to Income Tax Liability

	Column A Tax Credit Limitation	Column B Carryforward From Previous Income Years	Column C 2012 Amount Earned	Column D Amount Applied to 2012 Income Tax Liability	Column E Carryforward Amount to 2013
1. Income tax liability: Enter amount from Form CT-1040, Line 12; Form CT-1040NR/PY, Line 14; Form CT-1040X, Line 16; or Form CT-1041, Line 7.	328,293 00				
2. Qualified Small Business Job Creation Credit: Enter in Column D the lesser of Line 2, Column C, or Line 1, Column A.			00	▶ 00	
3. Balance of income tax liability: Subtract Line 2, Column D, from Line 1, Column A. If less than zero, enter "0."	328,293 00				
4. Job Expansion Tax Credit: Enter in Column D the lesser of Line 4, Column C, or Line 3, Column A.			00	▶ 00	
5. Balance of income tax liability: Subtract Line 4, Column D, from Line 3, Column A. If less than zero, enter "0."	328,293 00				
6. Angel Investor Tax Credit: Enter in Column D the lesser of the total of Line 6, Column B and Column C, or Line 5, Column A.		00	25,000 00	▶ 25,000 00	▶ 0 00
7. Balance of income tax liability: Subtract Line 6, Column D, from Line 5, Column A. If less than zero, enter "0."	303,293 00				
8. Insurance Reinvestment Fund Tax Credit from Form CT-IRF: Enter in Column D the lesser of the total of Line 8, Column B and Column C, or Line 7, Column A.		00	00	▶ 00	▶ 0 00
9. Balance of income tax liability: Subtract Line 8, Column D, from Line 7, Column A. If less than zero, enter "0."	303,293 00				
10. Prior year Connecticut minimum tax credit from your 2011 Schedule CT-IT Credit, Line 10, Column E (See instructions). Enter in Column D the lesser of your 2012 Form CT-8801, Part II, Line 30, or Schedule CT-IT Credit, Line 9, Column A.		00	00	▶ 00	▶ 0 00
11. Total allowable credits: Add Column D on Lines 2, 4, 6, 8, and 10. Enter the total here and on Form CT-1040, Line 13; Form CT-1040NR/PY, Line 15; Form CT-1040X, Line 17; or Form CT-1041, Line 8.				25,000 00	

1022

Attachment L

James F. Early 2012 Trust Agreement

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

[redacted]

JAMES F. EARLY

2012 TRUST AGREEMENT

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JAMES F. EARLY
2012 TRUST AGREEMENT

THIS AGREEMENT is entered into the 26th day of December, 2012 between JAMES F. EARLY, of Woodbridge, Connecticut (the "Grantor"), and MARY EARLY, of Woodbridge, Connecticut, and PAUL L. BEHLING, of North Haven, Connecticut (hereinafter called the "Trustees," said PAUL L. BEHLING hereinafter sometimes called the "Independent Trustee."). Capitalized terms not defined at their first use in this Agreement are defined in the Article called "Definitions."

ARTICLE I.
FAMILY TRUST

The Trustees shall administer the Trust Property held in accordance with this Article (the "Family Trust") as follows:

A. Distributions to Beneficiaries

1. *Distributions by the Trustees.* The Trustees shall distribute Trust Property of the Family Trust to or for the benefit of any one or more of the Grantor's spouse, Mary Early ("Mary") and the Grantor's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider Mary's needs first and foremost.

B. Powers of Appointment

1. *Lifetime Power of Appointment.* Mary shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of the Family Trust during her life to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, her estate, her creditors or the creditors of her estate.

2. *Testamentary Power of Appointment.* Mary shall have the power, exercisable by making reference to this power in her Will, to appoint some or all of the Trust Property of the Family Trust remaining at her death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of Mary herself, Mary's estate, her creditors or the creditors of her estate.

C. Distributions after Death

At the death of the survivor of the Grantor and Mary, if a descendant of the Grantor is living, the remaining Trust Property of the Family Trust, which has not otherwise been appointed,

shall be administered in accordance with the Article called "Children's Trusts," or if no descendant of the Grantor is living, the remaining Trust Property of the Family Trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE II.
CHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the Grantor and one share for each deceased child of the Grantor who has a living descendant. Each share established for a living child of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased child of the Grantor who has a living descendant shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a child's trust to or for the benefit of any one or more of the child of the Grantor for whom such trust is established and such child's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the child for whom the trust is established first and foremost.

B. Children's Powers of Appointment

1. *Lifetime Power of Appointment.* Each child of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such child's trust to or for the benefit of any one or more of such child's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

2. *Testamentary Power of Appointment.* Each child of the Grantor shall have the power, exercisable by making reference to this power in such child's Will, to appoint some or all of the Trust Property of such child's trust remaining at such child's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such child, such child's estate, such child's creditors or the creditors of such child's estate.

C. Death of a Child

At the death of a child of the Grantor, the remaining Trust Property of such child's trust shall be administered in accordance with the Article called "Grandchildren's Trusts" for the deceased child's descendants. If the deceased child has no living descendant, the remaining Trust Property of such child's trust, which has not otherwise been appointed, shall be divided and administered in accordance with this Article for the remaining descendants of the Grantor. If the Grantor has no living descendant, the remaining Trust Property of such child's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE III.
GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered for the descendants of a deceased child of the Grantor in accordance with this Article, they shall divide it into equal shares so as to provide one share for each living child of the deceased child of the Grantor and one share for each deceased child of the deceased child of the Grantor who has a living descendant. Each share established for a living grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased grandchild of the Grantor shall be administered for the deceased child's descendants in accordance with the Article called "Great-Grandchildren's Trusts."

A. Distributions to Beneficiaries

The Trustees shall distribute Trust Property of a grandchild's trust to or for the benefit of any one or more of the grandchild of the Grantor for whom such trust is established and such grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the grandchild for whom the trust is established first and foremost.

B. Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such grandchild's trust to or for the benefit of any one or more of such grandchild's descendants, but not to or for the benefit of such grandchild, such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

2. *Testamentary Power of Appointment.* Each grandchild of the Grantor shall have the power, exercisable by making reference to this power in such grandchild's Will, to appoint some or all of the Trust Property of such grandchild's trust remaining at such grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such grandchild's estate, such grandchild's creditors or the creditors of such grandchild's estate.

C. Death of a Grandchild

At the death of a grandchild of the Grantor, the remaining Trust Property of such grandchild's trust, which has not otherwise been appointed, shall be administered for the deceased child's descendants in accordance with the Article called "Grandchildren's Trusts." If the deceased grandchild has no living descendant, the remaining Trust Property of such grandchild's trust shall be divided and administered in accordance with this Article for the remaining descendants of the child of the Grantor who was the parent of such deceased grandchild, or if there are none, the remaining Trust Property of such grandchild's trust shall be administered in accordance with the Article called "Children's Trusts" for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

ARTICLE IV.
GREAT-GRANDCHILDREN'S TRUSTS

Whenever the Trustees receive Trust Property to be administered in accordance with this Article for the descendants of a deceased grandchild of the Grantor, they shall divide the Trust Property into equal shares so as to provide one (1) share for each living child of the deceased grandchild of the Grantor and one (1) share for each deceased child of a deceased grandchild of the Grantor who has a living descendant. Each share established for a living great-grandchild of the Grantor shall be administered as a separate trust in accordance with this Article. Each share established for a deceased great-grandchild of the Grantor shall be distributed to the deceased great-grandchild's descendants, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries.

A. Payments to Beneficiaries

The Trustees shall pay or apply Trust Property of a great-grandchild's trust to or for the benefit of any one or more of the great-grandchild of the Grantor for whom such trust is established and the great-grandchild's descendants, in any amounts and at any times that the Independent Trustee may determine in the Independent Trustee's absolute discretion. The

Grantor desires, without imposing any legal obligation, that the Trustees will consider the needs of the great-grandchild for whom the trust is established first and foremost.

B. Great-Grandchildren's Powers of Appointment

1. *Lifetime Power of Appointment.* After attaining age twenty-five (25), each great-grandchild of the Grantor shall have the power, exercisable by Written Instrument making reference to this power, to appoint some or all of the Trust Property of such great-grandchild's trust to or for the benefit of any one or more of such great-grandchild's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors or the creditors of such great-grandchild's estate.

2. *Testamentary Power of Appointment.* Each great-grandchild of the Grantor shall have the power, exercisable by making reference to this power in such great-grandchild's Will, to appoint some or all of the Trust Property of such great-grandchild's trust at such great-grandchild's death to or for the benefit of any one or more of the Grantor's descendants, but not to or for the benefit of such great-grandchild, such great-grandchild's estate, such great-grandchild's creditors, or the creditors of such great-grandchild's estate.

C. Termination of Trust at Age 35

When a great-grandchild of the Grantor attains age thirty-five (35), the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to such great-grandchild, outright, subject to any administration provisions for Incapacitated Beneficiaries. If the great-grandchild dies before attaining that age, the Trustees shall pay the remaining Trust Property of such great-grandchild's trust to the then living descendants of the great-grandchild, outright, per stirpes, subject to any administration provisions for Minor or Incapacitated Beneficiaries, or if the deceased great-grandchild has no then living descendant, the remaining Trust Property of such great-grandchild's trust shall be administered in accordance with this Article for the remaining descendants of the grandchild of the Grantor who was the parent of the deceased great-grandchild of the Grantor, or if there are none, the Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called "Grandchildren's Trusts" for the remaining descendants of the child of the Grantor who was the grandparent of the deceased great-grandchild, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be divided and administered in accordance with the Article called Children's Trusts," for the remaining descendants of the Grantor, or if there are none, the remaining Trust Property of such great-grandchild's trust shall be distributed in accordance with the Article called "Contingent Disposition of Trust Property."

D. Great-Grandchildren Over Age 35

If the Trustees are directed to hold Trust Property pursuant to this Article and a living great-grandchild of the Grantor has attained age thirty-five (35), what would have otherwise been the Trust Property of such great-grandchild's trust shall be paid to the great-grandchild at such time, outright, subject to any administration provisions for Incapacitated Beneficiaries.

ARTICLE V.
CONTINGENT DISPOSITION OF TRUST PROPERTY

At any time that the Trustees are directed to distribute Trust Property in accordance with this Article, or with respect to any Trust Property that remains undisposed of pursuant to the provisions of this Agreement, the Trustees shall distribute such Trust Property to the persons and in the amounts they would have received under the intestacy laws of the State of Connecticut had the Grantor died intestate at that time, owning the Trust Property and as a resident of the State of Connecticut.

ARTICLE VI.
APPOINTMENT AND REMOVAL OF TRUSTEES AND PROTECTORS

A. Independent Trustees

1. *The Family Trust*

(a) If the Independent Trustee of the trust established under the Article called "Family Trust" fails to qualify, or if he or any successor Independent Trustee ceases to act, the Grantor's spouse, Mary Early, if she is not Incapacitated, may appoint a successor Independent Trustee for such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust. Notwithstanding the foregoing, any successor Independent Trustee so appointed shall not be Related or Subordinate to the Grantor, the Grantor's spouse or any descendant of the Grantor.

(b) With respect to the trust established under the Article called "Family Trust," the Grantor's spouse, Mary Early, may remove any Trustee of such trust. If the Grantor's spouse, Mary Early, is Incapacitated, the Protector may remove any Trustee of such trust. Notwithstanding the foregoing, such power to remove may be exercised only once during any period of three (3) consecutive years.

2. *Children's Trusts, Grandchildren's Trusts and Great-Grandchildren's Trusts.*

(a) The Independent Trustee of the "Family Trust" shall become the Independent Trustee of the trusts established under the Article called "Children's Trusts," without need for further appointment.

(b) If the Independent Trustee of the trusts established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts" fails to qualify, or if he or any successor Independent Trustee ceases to act, if the Income Beneficiary with respect to whom such trust was created has attained the age of twenty-five (25) years and is not Incapacitated, such Income Beneficiary may appoint a successor Independent Trustee of such trust who is not Related or Subordinate to any descendant of the Grantor. If the Income Beneficiary with respect to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may appoint a successor Independent Trustee for such trust who is not Related or Subordinate to any descendant of the Grantor.

(c) With respect to any trust established under the Articles called "Children's Trusts," "Grandchildren's Trusts," and "Great-Grandchildren's Trusts," the Income Beneficiary with reference to whom such trust was created, if he is not Incapacitated, after attaining the age of twenty-five (25) years, may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years. If the Income Beneficiary with reference to whom such trust was created has not attained the age of twenty-five (25) years, or if such Income Beneficiary has attained the age of twenty-five (25) years but is Incapacitated, the Protector may remove any Trustee of such trust; provided, however, that such power may be exercised only once during any period of three (3) consecutive years.

B. Non-Independent Trustees

1. With respect to the trust created under the Article called "Family Trust," in the event Mary Early ceases to act as Non-Independent Trustee of such trust, the Independent Trustee may, but need not, appoint a successor Non-Independent Trustee, preferably a member of the Grantor's family.

2. With respect to any trust created in the Articles called "Children's Trusts," "Grandchildren's Trusts" and "Great-Grandchildren's Trusts":

(a) *Appointment of Non-Independent Trustee.* The Independent Trustee of such trust shall appoint the Income Beneficiary with reference to whom such trust was created as

Non-Independent Trustee of such trust if such Income Beneficiary has attained age twenty-five (25) and is not incapacitated.

(b) *Appointment of Additional and Successor Non-Independent Trustees.* The Independent Trustee of such trust may appoint one or more additional or successor Non-Independent Trustees of such trust at any time, preferably a member of the Grantor's family.

C. Protectors

1. *Appointment of Protector.* Eric Mudry, of Guilford, Connecticut, is hereby appointed Protector of the trusts created under this Agreement. In the event Eric Mudry ceases to act as the Protector and shall not have appointed a successor as set forth in Paragraph (3) below, then Stephen M. Rinaldi, of Wallingford, Connecticut, shall serve as the successor Protector.

2. *Deemed Resignation of Protector.* A Protector of a trust created hereunder will be deemed to have resigned as Protector of such trust if no successor Independent Trustee of such trust is appointed within sixty (60) days of the last serving Independent Trustee of such trust failing to qualify or ceasing to act.

3. *Appointment of Successor Protectors.* The Protector of any trust created hereunder may appoint a successor Protector of such trust at any time. Any such appointment may be revocable or irrevocable, shall be effective according to its terms either immediately or upon the occurrence of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust. In the event that no Protector of a trust is serving and no successor is named, a majority of the Income Beneficiaries of such trust who have attained age twenty-one (21) shall appoint a successor Protector. In the event any Protector or successor Protector shall cease to serve and shall have failed to name his successor and if there are no Income Beneficiaries of such trust who shall have attained age twenty-one (21), the Grantor, if he is then living and is not incapacitated, shall have the power to appoint a successor Protector.

D. Procedure

Any removal or appointment of a Trustee or Protector shall be made in writing and acknowledged, and shall be delivered to each serving Trustee (or if there are none, to each Income Beneficiary of such trust who has attained age twenty-one (21)), and (where applicable) to the newly appointed Trustee or Protector, who shall signify acceptance of the appointment in writing. Any appointment of a Trustee or Protector shall be effective according to its terms either immediately or upon the happening of a specified event, and shall govern all trusts subsequently coming into existence under this Agreement which are created from Trust Property of such trust.

E. Automatic Succession

Notwithstanding the foregoing, whenever a trust comes into existence, the then serving Independent Trustee and Protector of the trust from which the Trust Property of such new trust was transferred shall become Independent Trustee or Trustee, as the case may be, of such new trust without further appointment.

F. Incapacity

Any person shall cease to be a Trustee or Protector if such person becomes incapacitated.

G. Court Appointment

Any appointment or removal in accordance with this Article shall be made without court action or approval. If no successor Independent Trustee is appointed within ninety (90) days of the last serving Independent Trustee of a trust failing to qualify or ceasing to act, any interested party may make application to a court of appropriate jurisdiction to appoint a successor Protector, who shall immediately appoint a successor Independent Trustee.

ARTICLE VII.
TRUSTEE POWERS

The Trustees shall have the following powers, duties and discretions, in addition to those otherwise granted by common law or statute, to be exercised only in a fiduciary capacity:

A. Powers Relating to Investments

1. *Insurance Coverage.* The Trustees may obtain and pay the premiums for title, fire, theft, liability, casualty or other insurance to protect any property constituting a part of the Trust Property against hazards.

2. *Life Insurance and Other Death Benefits.* The Trustees may purchase or maintain life insurance on the life of any person in whom a trust has an insurable interest. The Trustees shall collect the proceeds of all insurance policies, death benefits, and any other amounts made payable to the Trustees and, for such purpose, the Trustees shall have full power and authority to give all proper receipts and releases. The Trustees shall have the right to exercise any policy election and to hold, renew, pledge, allow to lapse, or withdraw the cash value of, any insurance policy and to exercise the powers of an absolute owner in all respects.

3. *Investments in Property.* The Trustees may invest and reinvest all or any part of the Trust Property in property of any kind, domestic or foreign, real, personal, mixed or choses in

action, within or outside the situs of administration of a trust established hereunder, and including but not limited to stocks common and preferred (including the corporate stock of any corporate Trustee or any of its affiliates), bonds, notes, debentures, interests in any general or limited partnership or limited liability company, commodities, mutual funds, common trust funds, derivative instruments, pooled investment funds, savings and loan associations or other financial institutions, deposit accounts, bank accounts, precious metals, coins and currency, by any method including but not limited to puts, calls, strips, straddles, short sales, futures, margin or by the exercise of options of any kind, irrespective of any statute, case rule or custom limiting the investment of trust funds. The Trustees may retain any investment for any period of time they deem advisable.

4. *Retention of Original Property.* The Trustees may retain and hold for any period of time any Trust Property received from the Grantor, the Grantor's estate or from any other person, regardless of the character of the property, without regard to any duty to diversify, whether or not the property is unproductive, under-productive or a kind of property in which the Trustees may reasonably invest by law or custom.

5. *Real Estate.* The Trustees may acquire, improve, manage and control, repair, protect, mortgage and assign, develop and make additions to, sell, exchange and abandon any real property, any interest therein and any cooperative apartments; subdivide and resubdivide any real property; lease or sublease any real property or cooperative apartment on such terms and conditions, including with options to renew or purchase, and for any time that the Trustees deem advisable, even if extending beyond the duration of any trust; may make, modify, renew or extend leases and subleases as lessor or lessee; grant and create easements and release, convey, or assign any right, title or interest with respect to any easement on real property or part thereof and enter into party wall agreements; and deal with any property and every part in all ways and for all purposes or considerations that would be lawful for any owner.

6. *Closely Held Business.* The Trustees may retain and operate any closely held business or investment therein (a "Closely Held Business"). The Trustees may appoint any person as manager, employee or agent to act in connection with the Closely Held Business and do any and all other things and take any and all other steps to enable them to effectively manage, direct and control the Closely Held Business. The Trustees may cause the capital structure of any Closely Held Business to be changed from time to time; cause its charter or by-laws, articles or other agreements governing its structure, management and operations, to be amended from time to time; cause any Closely Held Business to be dissolved or liquidated; and cause any Closely Held Business to be reorganized, consolidated or merged with another corporation, corporations or other entity or entities. The Trustees need not exercise supervision over the management or conduct of any Closely Held Business and they shall not be liable for any direct

or indirect loss to the trust arising from any act or omission of any officers, directors or managers of the Closely Held Business.

7. *Voting Rights.* The Trustees may vote or refrain from voting any share of stock or other business interest owned by the trusts, in person, or by special, limited, or general proxy, with or without power of substitution.

8. *General Power to Grant and Exercise Stock Options and Privileges.* The Trustees may grant options at any time, in any manner, and on any terms and conditions; and may exercise all options, rights and privileges granted in any instrument.

9. *Sale of Property to Other Trusts.* The Trustees may sell property to or exchange property with the Grantor's estate, with the trustees of any trust the Grantor established during the Grantor's life or under the Grantor's Will, or with any trust whether or not the trust has common or different beneficiaries, on any terms and conditions as to sales, prices and terms of payment. The Trustees shall not be responsible for seeing to the disposition of the proceeds of such sale or exchange received by such other trust or estate.

10. *Power to Sell Property.* The Trustees may sell at public or private sale, without application to any court, or otherwise dispose of the Trust Property for cash or credit, in any manner and on any terms and conditions. No person dealing with the Trustees shall be bound to see to the application of the proceeds of the sale. Without limiting the generality of the foregoing, the Trustees may register Trust Property under the Securities Act of 1933 or any similar federal law or under any state securities law, and may do all acts that the Trustees may deem advisable for that purpose, including, without limitation, entering into agreements with underwriters and with the corporation whose securities are being sold, making representations and warranties, assuming obligations and engaging in undertakings of indemnity (or making other arrangements concerning the same, including without limitation the purchase of insurance policies, charging the cost thereof to the trust), creating escrows, entering into custody agreements, and entering into and executing any agreement in their official capacities only and not individually, in which case, if the terms of the applicable agreements so provide, the representations and undertakings shall be binding on the Trustees in their fiduciary capacity only but not personally. The Trustees may deliver any securities that they may hold to the issuing company for redemption against payment of a redemption price satisfactory to them.

11. *General Power to Lend.* The Trustees may make loans out of the Trust Property to any person, which loans may be secured or unsecured, with or without interest, and in such amounts and upon such terms and conditions as the Trustees may determine.

12. *General Power to Borrow and Guarantee.* The Trustees may borrow money and may guarantee the repayment of indebtedness of another for any period of time and on any terms and conditions as to rates, maturities, renewals and whether secured or unsecured, may borrow from any of the Trustees themselves, and may mortgage, pledge or encumber Trust Property to secure any loan or indebtedness, and as makers, endorsers or guarantors may renew existing loans or guarantees.

13. *Power to Handle Mortgages, etc.* The Trustees may grant or guarantee any debenture, note, bond, mortgage, open account indebtedness, or other obligation, whether or not secured or evidenced by any writing; may consent to its subordination, modification, renewal or extension, or to any other term or provision; may release any guarantee; may foreclose mortgages and bid on property under foreclosure, and take title to property by conveyances in lieu of foreclosure, either with or without payment of consideration; may continue mortgage investments after maturity, with or without renewal or extension, upon any terms and conditions; may release obligors on bonds secured by mortgages or other obligations, or refrain from instituting suits or actions against the obligors for deficiencies. The Trustees may use Trust Property for the protection of any investment in real or personal property, or any investment in any mortgage or pledge on real or personal property.

14. *Power to Hold Cash.* The Trustees may hold all or any part of the Trust Property uninvested for any period of time.

15. *Nominee Ownership.* The Trustees may hold any Trust Property in bearer form, in their own names, in the Grantor's name, or in the name of their nominee, with or without disclosing the fiduciary relationship, and their liability shall be neither increased nor decreased thereby.

16. *Trustees May Serve Business Entity Owned by Trusts.* The Trustees may hold any managerial position (including but not limited to officer, director, manager or partner) of any corporation, partnership, limited liability company or other business entity in which the trusts established under this Agreement may have an ownership or other investment interest. Any Trustee may act in a managerial position and receive compensation in the same manner as if such Trustee was not a Trustee, without any greater burden of justification with respect to decisions and actions as Trustee, and acting as Trustee shall not disqualify any Trustee from voting for his or her own selection to a managerial position.

17. *Investment Restrictions Waived.* The Trustees may acquire and retain investments not regarded as traditional for trusts, or which may not be authorized or permitted under any doctrine, statute or case rule, including the "prudent investor rule" or the "prudent person rule." In making investments, the Trustees may disregard the following factors:

(a) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal, it being the Grantor's intent that no duty to invest assets to produce a reasonable rate of return or to preserve principal shall exist;

(b) whether the acquisition or retention of a particular investment or the trust investments collectively is consistent with any duty of impartiality as to the different beneficiaries, it being the Grantor's intent that no such duty shall exist;

(c) whether the trust is diversified, it being the Grantor's intent that no duty to diversify shall exist; and

(d) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts, it being the Grantor's intent that the Trustees have sole discretion to determine what constitutes acceptable risk and what constitutes proper investment strategy.

18. *Fluctuation in Assets.* Except as specifically required elsewhere in this Agreement, the Trustees shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of any of the trusts hereby established, or for depreciation in respect of any tangible property, or to amortize or make good any amounts paid in premiums on the purchase of securities or of any other property.

B. Powers Relating to Management

1. *Banking Practices.* The Trustees, or any one or more of them as they may from time to time agree, may sign checks, make deposits and withdrawals, borrow money, execute and deliver promissory notes, pledge and deliver collateral security, convey securities and give exoneration to the transferee thereof, have access to and remove items from any safe deposit box, and otherwise carry on normal banking and investment practices with the Trust Property.

2. *Settlement of Claims and Litigation.* The Trustees may compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the trusts that the Trustees shall deem best, and their decision shall be conclusive. The Trustees may institute any suit at law or in equity to collect any property or to enforce the payment of any insurance policy proceeds payable to the trust. If the Trustees enter into or maintain any litigation, they shall have the right to be reimbursed for expenses incurred. The Trustees need not institute or maintain any such legal action unless they are first indemnified to their satisfaction against all claims and expenses to which they may be subjected.

3. *Accounting Allocations.* The Independent Trustee may distribute as income the whole of the interest, dividends, rent or similar receipts from property, and when property is bought or taken at a value above or below par, may retain a part of the income to offset the loss to principal or otherwise adjust income and principal as may be appropriate; may treat as income or principal or apportion between income and principal stock dividends, extra dividends, rights to take stock or securities, and proceeds from the sale of real estate, although the real estate may have been wholly or partly unproductive; may charge to income or to principal or apportion between income and principal investment counsel's compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' fees, insurance premiums, repairs or improvements, taxes (income, estate, inheritance or any other taxes), depreciation charges and trustees' compensation; and generally determine all questions as between income and principal, and credit or charge to income or principal, or apportion between income and principal, any receipt or gain and any charge, disbursement or loss in their sole discretion, notwithstanding any statute or rule of law for distinguishing income from principal or any determination of the courts; and may select an annual or any other accounting period.

4. *Abandon Property.* The Trustees may abandon any property, real or personal, that the Trustees shall deem to be worthless or not of sufficient value to warrant keeping or protecting. The Trustees may abstain from payment of taxes, liens, water-rents, assessments, repairs, maintenance or upkeep of any property and permit any property to be lost by tax sale or other proceedings; or convey any property for a nominal consideration, or without consideration.

5. *Employ Agents.* The Trustees may employ attorneys, accountants, auditors, investment counselors, other experts, depositories, and proxies, with or without discretionary powers, and whether or not they may be serving as Trustees hereunder. If any of the Trustees are so employed, they may receive compensation in the same manner as if they were not a Trustee hereunder. The Trustees may appoint by powers of attorney (whether revocable or irrevocable) agents and attorneys-in-fact to act for them. The Trustees may (a) authorize agents and attorneys-in-fact to sell part or all of the stock or securities held by a trust to underwriters for distribution in a public offering at the price the agents or attorneys-in-fact determine; (b) authorize the agents and attorneys-in-fact to execute and deliver an underwriting agreement on behalf of the trust regarding stock or securities, containing such terms and conditions as said agents and attorneys-in-fact determine; and (c) do any and all other things, and execute and deliver any and all other instruments, agreements or documents of any nature whatsoever, on behalf of the trust, that may appear necessary or desirable to effect the sale of the stock or securities to underwriters.

6. *Environmental Issues.* The Trustees may disclaim any interest in any entity or property that is or may be contaminated by, or that directly owns or otherwise has an interest in

any property that is or may be contaminated by, any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulation relating to the protection of the environment or human health ("Hazardous Property"), refuse any addition of Hazardous Property to Trust Property because of actual or potential contamination of Hazardous Property by hazardous substances or other environmental concerns respecting Hazardous Property and deal with matters involving the actual or threatened contamination of Trust Property (including any Trust Property consisting of any interest in any entity and any assets owned by any entity) by hazardous substances, or involving compliance with any federal, state or local law, rule or regulation, including but not limited to the power to:

(a) inspect, assess, test and monitor Trust Property periodically, as the Trustees deem appropriate, to determine compliance with any environmental law affecting the Trust Property, with all expenses of inspection, assessment, testing and monitoring to be chargeable to and payable from Trust Property;

(b) respond (or take any other action necessary to prevent, abate, or "clean up"), as the Trustees shall deem appropriate, either prior to or after the initiation of enforcement action by any governmental body or any action by a third party arising out of environmental claims, to any actual or threatened violation of any environmental law affecting the Trust Property, the cost of which shall be chargeable to and payable from Trust Property;

(c) settle or compromise at any time any claim against a trust relating to any matter asserted by or threatened to be asserted by any governmental body or private party; and

(d) disclaim any power that the Trustees determine may cause them to incur personal liability as a result of any matter, whether the power is set forth in this Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

In addition, the Trustees shall not be personally liable to any beneficiary or other party interested in the Trust Property or to any third parties, for any claim against a trust for the diminution in value of Trust Property, or for any damages of any type or nature arising out of or related to environmental matters, including any reporting of or response to the contamination of Trust Property by hazardous substances, or for violation of any federal, state or local environmental law, rule or regulation relating to any trust.

Nothing contained herein shall be deemed to limit or diminish a Trustee's right, both individually and as Trustee, to seek reimbursement, indemnity or contribution to the fullest extent allowed by law for any damages of any nature arising out of environmental matters, or to seek any remedy pertaining to environmental matters, both legal and equitable.

The Trustees shall be indemnified against all costs, fees, and expenses incurred by the Trustees in relation to environmental matters. The Trustees shall further have the right to pay for all costs, fees, and expenses directly out of Trust Property in the first instance, without having to advance any funds of their own, and shall have the right to sell any or all of the Trust Property, and to use the proceeds to pay costs, fees and expenses, even if doing so impairs or exhausts other Trust Property. If any Trustee pays any costs, fees or expenses out of the Trustee's own assets, the Trustee shall have a lien on the Trust Property for reimbursement and the right by appropriate action to sell Trust Property to enforce such right.

7. *No Requirement for Physical Separation of Property.* In any case in which the Trustees are required or permitted to divide any property held hereunder into trusts or shares, they shall not be required physically to divide any of the investments or other property, but may keep the same or any part thereof in one fund in which the separate trust or share shall have an undivided interest.

8. *Transactions with Related Parties.* The Trustees may enter into any transaction authorized by this Agreement, or by law, with the trustee or legal representative of any other trust or estate in which a beneficiary hereunder has a beneficial interest, even though the trustee or legal representative is also a Trustee.

9. *Authority to Postpone and Compromise Tax Payments.* The Trustees may arrange for extensions of time for the payment of any taxes and may compromise any tax assessed against any trust created herein.

10. *Power to Execute Instruments.* The Trustees may execute and deliver any written instrument to carry out any power granted to them. All persons shall be fully protected in relying on the power of the Trustees to execute every such instrument, and no one shall be obligated to see to the application by the Trustees of any money or property received by them.

C. Powers Relating to Distributions

1. *Divide and Distribute Property.* The Trustees may make any division, distribution, or partition of property, in cash or otherwise and may make non-pro rata distributions in kind that may yield differing income tax consequences for beneficiaries. The Trustees may allot any property, including an undivided interest therein, to any trust or share, whether or not the same or a different kind of property is allotted to other trusts or shares. Except as may be specifically provided otherwise in this Agreement, valuation of property divided, distributed, or apportioned by the Trustees shall be at the fair market value of the property, which shall be determined by the Independent Trustee.

2. *Determine Beneficiaries.* The Trustees shall determine who are the beneficiaries of a trust established herein, and in doing so may make inquiry with respect to heirship, relationship, survivorship and identity.

3. *Custody Agreements.* The Trustees may enter into custody agreements regarding any Trust Property which, in the case of any stock or securities being sold to underwriters, (a) may be revocable or irrevocable; (b) may provide that stock or securities shall be dealt with under the instructions of the Trustees or any agent or attorney-in-fact appointed by the Trustees; (c) may provide that under such instructions the custodian shall deliver the certificates representing shares for transfer, shall deliver certificates representing shares to the person or persons purchasing them, and shall reimburse expenses paid by the custodian from the proceeds of their sale; and (d) may provide any other powers and limitations to powers of the custodian that the Trustees may determine.

4. *Use of Property by Beneficiary.* The Independent Trustee may permit any Income Beneficiary to use, possess and enjoy, without charge, any real estate or tangible personal property that is Trust Property of the Income Beneficiary's trust, and neither the Income Beneficiary nor the Income Beneficiary's estate shall be held liable for any loss, destruction, damage, depreciation or waste of such Trust Property except through the Income Beneficiary's willful acts or gross neglect. Neither the existence nor exercise of this power shall be deemed a constructive or actual distribution of the Trust Property.

5. *Distributing Trust Property in Trust or Otherwise.* Whenever the Trustees are directed or have the authority or discretion to distribute Trust Property to or for the benefit of one or more beneficiaries of a trust, such distribution may be made in trust or otherwise.

D. General Powers

In the management of the trusts established under this Agreement, the Independent Trustee may exercise every power not specifically granted to the Trustees that the Trustees would have if they were the absolute owners of the Trust Property and this general power shall not be limited in any way by the powers herein granted.

E. Limitation of Powers

1. *Trustees as Fiduciaries.* In exercising any discretionary power with respect to a trust created under this Agreement, the Trustees shall at all times act in accordance with fiduciary principles.

2. *Interested Trustees.* Notwithstanding any other provision in this Agreement, no individual Trustee who is also a beneficiary hereunder (an "Interested Trustee"), shall have any

right, power, duty or discretion as Trustee that would constitute a general power of appointment under Code Sections 2041 or 2514 or would otherwise cause any portion of the Trust Property to be subject to federal or state estate tax upon the death of an Interested Trustee. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make a distribution to or for the benefit of an Interested Trustee, an Interested Trustee's creditors, an Interested Trustee's estate or the creditors of an Interested Trustee's estate shall be limited to distributions for the Interested Trustee's health, education (including college and professional education), support in reasonable comfort or maintenance. Any such right, power, duty or discretion that relates to an Interested Trustee's authority to make discretionary allocations of receipts or expenses as between income and principal shall not be exercised so as to benefit an Interested Trustee except as an incidental consequence of the discharge of the Trustee's fiduciary duties.

3. *Support Obligations.* No Trustee who has a legal obligation to support any beneficiary of a trust created under this Agreement shall participate in any decision relating to a discretionary distribution of income or principal that would have the effect of discharging such legal obligation.

4. *Incidents of Ownership.* No Trustee shall exercise any incidents of ownership in any insurance policy on such Trustee's life, to the extent such exercise would subject such Trustee to any tax liability to which such Trustee would not otherwise be exposed.

5. *General Limitation.* Notwithstanding any other provision in this Agreement, no powers enumerated herein or accorded to the Trustees generally pursuant to law shall be construed to enable the Grantor, the Trustees, or any other person, to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Trust Property for less than an adequate or full consideration in money or money's worth. No person, other than the Trustees, shall have or exercise the power to vote or direct the voting of any stock or other securities of the trust, to control the investments of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust. Notwithstanding the foregoing, the Grantor may at any time and from time to time, and without the consent of any of the Trustees and in a nonfiduciary capacity, acquire all or any portion of the Trust Property from any trust created hereunder by substituting other property of an equivalent value. The Grantor shall have the power, at any time, to irrevocably relinquish and renounce this power to substitute property by delivering an instrument signed and acknowledged by the Grantor to such effect to all the then serving Trustees of the Trust.

ARTICLE VIII.

OTHER PROVISIONS CONCERNING TRUSTEES AND PROTECTORS

The following provisions shall apply to the Trustees and Protectors and their duly appointed successors to the extent permitted by law:

1. *Serve Without Bond.* No Trustee or Protector shall be required to give any bond or security for the performance of such Trustee's or Protector's duties as such in any court or jurisdiction.

2. *Exercise Powers Without Court Order.* The Trustees and Protectors shall not be required to obtain the order or approval of any court in the exercise of any power or discretion given in this Agreement.

3. *Authority of Successor Trustees and Protectors.* All successor Trustees and Protectors shall have all title, power and discretion herein given to their predecessors, without act of conveyance or transfer. Any corporation that succeeds to the trust business of a corporate Trustee or Protector shall become a successor Trustee or Protector as the case may be, without act of conveyance or transfer.

4. *Exoneration from Liability.* Except in the case of willful default or gross negligence, the Trustees and Protectors shall not be liable for any act, omission, loss, damage or expense arising from the performance of their duties under this Agreement.

5. *General Authority of Trustees.* No person or corporation dealing with the Trustees in any transactions affecting the Trust Property shall be required to inquire or investigate into their authority for entering into the transaction or the application made by them of the proceeds of the transaction.

6. *Power to Resign.* Any Trustee or Protector acting hereunder may resign at any time without court application or approval by an instrument in writing, signed and delivered to each other Trustee and Protector then acting, and also to the successor Trustee or Protector, if any, or if there is no other Trustee or Protector or designated successor Trustee, to all Income Beneficiaries who have attained age twenty-one (21).

7. *Powers to Continue Until Distribution.* All of the rights, duties, powers, authorities and immunities given to the Trustees and Protectors shall continue after termination of the trusts established under this Agreement, and until the Trustees have made actual distribution of all property held by them hereunder.

8. *Power to Delegate.* Any Trustee acting hereunder may delegate any or all of such Trustee's rights, powers, duties and authority to any other Trustee acting under this Agreement; provided however, that the delegating instrument shall be revocable at any time and provided, further, that the powers and discretions vested exclusively in the Independent Trustee shall not be delegated to any Trustee who is not an Independent Trustee.

9. *No Duty of Successor to Inquire.* No successor Trustee or Protector shall be liable or responsible for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of any trust established herein prior to becoming a Trustee or Protector, nor be required to inquire into or take any notice of the prior administration of the trust.

10. *Legal Counsel.* The Trustees and Protectors may consult with legal counsel (who may be counsel for any of them) with respect to the construction of the Agreement or their duties hereunder, or with respect to any legal proceeding or any question of law involving the Agreement, and shall be fully protected with respect to any action taken or omitted by them in good faith under the advice of counsel.

11. *Approval Required for Trustees' Actions.* The approval of a majority of the Trustees (or of the Independent Trustees with respect to matters vested exclusively in the Independent Trustees) of a trust shall be required for the Trustees to act in any matter affecting the trust, or if there are fewer than three Trustees of the trust (or fewer than three Independent Trustees with respect to matters vested exclusively in the Independent Trustees), then unanimous approval shall be required.

12. *Approval Required for Protectors' Actions.* The approval of a majority of the Protectors of a trust shall be required to exercise any power granted to Protectors under this Agreement, except when there are fewer than three Protectors of the trust, in which case unanimous approval shall be required.

13. *Trustee Accounting.* The Trustees shall not be required to file any judicial accounting with respect to any trust established hereunder, but this shall not prevent the Trustees from having their accounts judicially settled at any time if they should deem it advisable to do so. The Trustees may, but shall not be required to render a nonjudicial account on an annual or other periodic basis with respect to any trust hereunder. If the Trustees elect to render such an account, they may account to the oldest living Income Beneficiary of a trust (or to such Income Beneficiary's guardian) and such Income Beneficiary (or guardian) shall have the power to approve such accounting, which approval shall have the effect of a judicial settlement.

14. *Trustee Compensation.* Each Non-Independent Trustee, by accepting his appointment as Trustee, shall irrevocably agree to serve without compensation. Each Independent Trustee who is an individual and an accountant, lawyer or other professional shall be entitled to compensation for services rendered in a fiduciary capacity based on the professional's standard charges for professional services, and reimbursement for expenses incurred, and shall not be entitled to statutory or other scheduled or usual fiduciary fees. Each Independent Trustee who is an individual and not a professional shall be entitled to compensation and reimbursement on a similar basis and shall not be entitled to statutory or other scheduled or usual fiduciary fees. The compensation of a corporate Independent Trustee shall be as provided in its published schedule of fees in effect at the time the services are rendered provided always that no Independent Trustee shall be entitled to charge any withdrawal fee or termination fee or other fee payable upon the distribution of all or any part of the Trust Property on the cessation of its office as Independent Trustee, being a fee calculated by reference to the value of the Trust Property or any part thereof.

ARTICLE IX.
TAX DIRECTIONS

1. *Preservation of GST Exemption.* The Independent Trustee may divide or allocate Trust Property of a trust that would otherwise have an inclusion ratio, as defined in Code Section 2642(a)(1), of neither one nor zero, into two separate trusts, or between two separate trusts whether or not established under this power, each of which shall have a fractional share of the property being divided, so that one has an inclusion ratio of one and the other has an inclusion ratio of zero. After any division, each trust shall remain segregated and shall be maintained in all respects as a separate trust, but both shall otherwise be administered under the same provisions under which all of the Trust Property would have been held but for the exercise of the power contained in this Paragraph. This power may not be exercised in any way that would cause a trust that would otherwise have a zero inclusion ratio to have an inclusion ratio greater than zero.

2. *Preservation of S Corporation Status; ESBT Election.* Whenever a trust under this Agreement holds stock in any corporation that has elected to be treated as an S Corporation, as defined in Code Section 1361(a) (an "S Corporation"), the Independent Trustee may exercise the right of election specified in Code Section 1361(e)(3) and may make any amendment to the trust that the Independent Trustee deems necessary for the trust's continued qualification as a permitted shareholder, as provided in Code Section 1361(c). Any such amendment shall be by Written Instrument, delivered to each Income Beneficiary of the trust so amended. This power may not be exercised in any way that would cause any trust to cease to qualify as a shareholder of an S Corporation.

3. *Authority to Pay Tax on Income.* The Independent Trustee may, in the Independent Trustee's sole discretion, directly pay taxes owed by the trust on any income earned by the trust.

ARTICLE X.
ADDITIONAL TRUST ADMINISTRATION PROVISIONS

1. *Simultaneous Deaths.* If any person whose life measures the duration of a trust and any remainderman of that trust shall die under such circumstances that the order of their deaths cannot be established by proof, the person whose life measures the duration of the trust shall be deemed to have survived the remainderman for all purposes of this Agreement.

2. *Minor or Incapacitated Beneficiaries; Power in Trust.* Whenever any distribution of Trust Property is required to be made to a beneficiary who is a minor or is incapacitated, the Trustees may pay the beneficiary's expenses directly or distribute, in the case of a minor, to the parent, guardian or custodian then acting or appointed by the Trustees under any appropriate Uniform Transfers to Minors Act, or in the case of an incapacitated beneficiary, to the guardian or custodian of such beneficiary, in either case without requiring any bond.

Alternatively, the Trustees may retain the Trust Property during the period of the beneficiary's minority or incapacity, provided that the beneficiary's interest in the Trust Property shall be indefeasibly vested as of the time the distribution was required to be made. The Trustees shall distribute to the beneficiary any of the Trust Property (including any income earned on the Trust Property) remaining upon termination of the period of the beneficiary's minority or incapacity. If the beneficiary dies prior to attaining majority or while still incapacitated, the Trustees shall distribute to the beneficiary's estate any of the Trust Property (including any income earned on the Trust Property) remaining at the time of the beneficiary's death.

3. *Virtual Representation.* If any beneficiary under a legal disability is required by law to be served with process or to receive any other form of legal notice, the requirement may, to the extent permitted by law, be satisfied by service upon or notice to another beneficiary not under a legal disability and who has the same or a similar interest as, or is the parent or grandparent of, the beneficiary under a legal disability, it being the Grantor's intention to avoid the appointment of a guardian ad litem whenever possible.

4. *Perpetuities Provisions.* Notwithstanding any other provision of this Agreement, if a trust has not previously terminated or vested in compliance with the rule against perpetuities and laws against accumulation of income and imposing restraints on alienation, the trust shall terminate on the day preceding the twenty-first (21st) anniversary of the death of the last survivor of (a) the descendants of His Late Majesty King George V of England living on the date of this

Agreement and (b) the Grantor, Mary and the descendants of the Grantor living on the date of this Agreement (the "Perpetuities Date").

Upon termination of a trust under this Paragraph, the Trust Property of the trust shall be distributed to one or more of the class consisting of those persons who are eligible or entitled to receive the income of such trust, in such amounts and proportions, including all to one to the exclusion of the others, as the Independent Trustee may determine prior to the Perpetuities Date, or, to the extent the Independent Trustee does not so determine, to the person with respect to whom the trust was established, if the person is living, or if the person is not living, to such person's living descendants, per stirpes, or if there are none, to the living descendants, per stirpes, of the nearest ancestor of the person with respect to whom the trust was established who has living descendants and who is the Grantor or a descendant of the Grantor.

Notwithstanding anything to the contrary contained in this Agreement, no power granted hereunder to the Trustees or any beneficiary shall be exercised in a manner that would postpone or suspend the vesting, absolute ownership or power of alienation of an interest in property hereunder for a period extending beyond the foregoing perpetuity period. Without limiting the foregoing, the Trustees shall not distribute income or principal hereunder, and no beneficiary shall appoint income or principal hereunder, to a trust for the benefit of any individual or entity unless the entirety of the beneficial interests in the property held under the trust will vest within the foregoing perpetuity period.

5. *Additions to Trust.* Any Trust Property directed to be disposed of under the terms of a trust already in existence under this Agreement may be added to and administered under the terms of that trust.

6. *Division of Trusts.* The Trustees may sever any portion of any trust and administer it as a separate trust upon the same terms and conditions or as otherwise permitted by law.

7. *Distribution to Another Trust.* Any Trustee or beneficiary of a trust established in this Agreement who is empowered to make a distribution or appointment of Trust Property during the term of said trust or at its termination may distribute or appoint such Trust Property to any other trust, whether or not the other trust is established under this Agreement, whether or not the other trust has multiple beneficiaries, and whether or not the grantor of the trust is the Grantor under this Agreement. However, the distribution or appointment shall be made to the other trust only if all of the beneficiaries of the other trust are persons who would have been eligible to receive the distribution or appointment had it been made to them under this Agreement.

8. *Spendthrift Provision.* No beneficiary shall have the power to distribute, interfere with or charge by way of anticipation any current, future or contingent interest of any trust. All sums

payable to any beneficiary, whether income or principal, shall be free and clear of such beneficiary's debts, contracts, dispositions and anticipation, and shall neither be taken, alienated, attached nor reached by any legal or equitable process in satisfaction thereof, nor shall a beneficiary's interest herein be subject to the control or interference of any of such beneficiary's creditors or of any government agency providing aid or benefits to such beneficiary. Neither the creation of any trust under this Agreement nor any distribution of income or principal therefrom shall discharge or relieve any person from any obligation to support a dependent.

9. *Trust Identification.* Any reference to a given beneficiary's trust is a reference to a trust created by reference to such beneficiary, and is made for convenience and not intended to confer any additional right or power.

10. *Trust Naming Conventions.* The initial trust governed by this Agreement shall be known as the "James F. Early 2012 Trust" or by any other convenient name designated by the Trustees in writing. Each further trust funded may be referred to by the name given to it in this Agreement or by any other convenient name designated by the Trustees in writing.

11. *Situs of Trust; Governing Law.* Except as provided below, the situs of administration of the Trust Property shall be in the State of Connecticut, and the laws of that jurisdiction shall govern the validity, construction and enforcement of this Agreement. The Trustees, acting unanimously by Written Instrument, may move all or part of the Trust Property and/or the situs of its administration to a jurisdiction anywhere in the world, elect that the laws of that jurisdiction shall govern to any extent, and submit to the jurisdiction of the courts of that jurisdiction. This power shall be a continuing power exercisable any number of times, including for purposes of further removal or change of location of Trust Property or situs of administration.

12. *Distributions on Trust Termination.* Upon the termination of any trust hereunder, the Trustees of the terminating trust may, in their absolute discretion, make any distribution that the Trustees of any continuing trust are directed to make upon receipt of the Trust Property of the terminating trust.

13. *Receipt and Release.* The Trustees may, to the extent permitted by law, condition any distribution of Trust Property under this Agreement on the distributee (whether the Grantor's executor or personal representative, a trustee of any trust, whether or not created under this Agreement, or a trust beneficiary) giving a receipt and release that shall constitute a full discharge and release of liability of the Trustees with respect to the distributee.

14. *Divorce.* Notwithstanding any provision contained herein to the contrary, for all purposes of this Agreement, an individual who is married to a descendant of the Grantor shall be deemed to have died in the event that he or she becomes divorced or legally separated from

such descendant. Furthermore, the Independent Trustee may, in the Independent Trustee's absolute discretion, consider an individual legally separated for purposes of this Agreement if either the individual or his or her spouse has filed for divorce in any jurisdiction.

15. *Absolute Discretion.* With respect to any trust that directs the Independent Trustee to administer the trust in the Independent Trustee's absolute discretion:

(a) The judgment of the Independent Trustee as to the allocation of net income and principal among the beneficiaries shall be final and conclusive upon all interested persons and upon making any distribution of such the Independent Trustee shall be fully released and discharged from any further liability or accountability therefor;

(b) Except when a trust specifically requires that net income be distributed, the Independent Trustee shall not be required to distribute net income currently and may, in the Independent Trustee's absolute discretion, accumulate all or any part of the net income of each trust and add it to principal;

(c) The Independent Trustee shall not be held accountable to any beneficiary if, in the exercise of the Independent Trustee's absolute discretion hereunder, any part of the trust principal shall be depleted, and any distribution of principal by the Independent Trustee shall in no way be deemed to be an advancement of any distributive share of the person or persons to whom distributed; and

(d) The Independent Trustee may at any time, in the exercise of the Independent Trustee's absolute discretion, terminate any trust by distributing the entire principal to any one or more beneficiaries of the trust and the Independent Trustee shall not be held accountable to any other beneficiary thereunder, even though the other beneficiary shall be totally deprived of any benefit.

16. *Powers of Appointment.* In addition to the methods provided by law, any power of appointment may be released by its holder in whole or in part by an instrument in writing, signed, acknowledged and delivered to the Independent Trustee. Notwithstanding anything herein to the contrary, the holder of a power of appointment shall have no power of appointment with respect to any insurance policy under which such holder is the insured, and no power holder shall exercise any power of appointment in a manner to discharge any obligation of support that such power holder may have. An otherwise valid exercise of a general testamentary power of appointment by any beneficiary will be effective even if the power-holder dies before the Trustees receive the Trust Property of the trust subject to the appointment.

ARTICLE XI.
DEFINITIONS

The following terms, if used herein, are defined as follows:

1. Agreement. "Agreement" means this agreement and any amendments that may be made to it pursuant to the Article called "Irrevocability and Amendment."

2. *Charitable Organization.* "Charitable Organization" means an organization which is described in Code Section 2055(a) and Code Section 170(c) (determined without regard to Code Section 170(c)(2)(A)).

3. *Code.* References to the "Code" are to the Internal Revenue Code of 1986, as amended, and in effect at the relevant time. References to a specific section of the Code shall be deemed to include any successor sections thereto.

4. *Descendants, etc.* The terms "descendants," "children," "grandchildren" and the like shall include only (a) those children, grandchildren, etc. of a person who were (b)(i) born to such person or such person's spouse (whether the birth occurred before or after marriage) (ii) legally adopted by such person before attaining age sixteen (16), or (iii) acknowledged by such person in a Written Instrument, and shall not include any other individual or the descendants of such individual.

5. *Incapacitated; Incapacity.* An individual shall be deemed "Incapacitated" or in a state of "Incapacity" if any one or more of the following apply:

(a) A court of competent jurisdiction has appointed a guardian, conservator or similar legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians have certified that the individual is substantially incapable of managing such individual's financial affairs.

An individual will no longer be treated as Incapacitated if following a period of being Incapacitated:

(a) A court of competent jurisdiction rules that the individual no longer requires a guardian, conservator or other legal representative of such individual's estate or property; or

(b) Two (2) licensed physicians certify that the individual is not substantially incapable of managing such individual's financial affairs.

6. *Income Beneficiary.* "Income Beneficiary" means a person to whom the Independent Trustee is either required or permitted to make distributions of income from a trust.

7. *Independent Trustee.* "Independent Trustee" means a person properly appointed as such who is not (i) a beneficiary of any trust established by this Agreement or (ii) any person who would cause trust income or principal to be attributable to a beneficiary of a trust or any other person for federal income, estate or gift tax purposes prior to actual distribution from the trust.

8. *In Writing; Written Instrument; Acknowledged.* The term "In writing" means a manually signed instrument that is delivered by physical delivery or by e-mail, facsimile or other means of transmission. The term "Written Instrument" means an instrument in writing that is witnessed. An instrument that is "acknowledged" shall be in writing and manually signed or personally acknowledged in the presence of a Notary Public or other person who has legal authority to accept, and does accept, the signer's acknowledgment.

9. *Non-Independent Trustee.* "Non-Independent Trustee" means a properly appointed Trustee who is not an Independent Trustee.

10. *Per Stirpes.* Property that is to be allocated among an individual's descendants "per stirpes" shall be divided into as many equal shares as there are (i) living children of such individual, if any, and (ii) deceased children of such individual who have one or more living descendants. Each living child is allocated one share. The share of each deceased child with one or more living descendants is to be divided in the same manner, with subdivision repeating at each succeeding generation until the share is fully allocated among living descendants.

11. *Protector.* "Protector" means a person properly appointed as such whose appointment would not cause trust income or principal to be attributable to a beneficiary of any trust hereunder for federal income, estate or gift tax purposes prior to actual distribution from the trust.

12. *Related or Subordinate.* A person is "Related or Subordinate" if such person would be considered a "related or subordinate party" under Code Section 672(c).

13. *Treasury Regulations.* References to "Treasury Regulations" or a "Treasury Regulation" are to the regulations pertaining to the Code published under 26 CFR as in effect at the relevant time.

14. *Trustees.* "Trustees" means all the trustees, individual and corporate, Independent and Non-Independent, of any gender and any number, at any time serving as trustees.

15. *Trust Property.* "Trust Property" refers to the income and principal held by the Trustees under this Agreement, or to any portion of it, as context may indicate.

16. *Will.* "Will" means a Will duly admitted in probate.

ARTICLE XII.
IRREVOCABILITY AND AMENDMENT

1. *Irrevocability.* This Agreement is irrevocable and the Grantor shall have no right whatsoever to alter, amend, revoke, or terminate this Agreement, in whole or in part. By funding this Agreement the Grantor agrees to and does hereby relinquish absolutely all powers of disposition, all possession and enjoyment of, and the right to the income from the Trust Property or any reversionary interest therein, and all right to designate the persons who shall possess or enjoy the Trust Property or the income therefrom; and the Grantor shall have the right, at any time, to release, renounce, or disclaim any interest whatsoever which might be construed in default of such intention. Neither the creation of any trust under this Agreement nor any distribution of income or principal thereof shall be deemed or considered to discharge or relieve the Grantor, the Grantor's spouse, or the Grantor's children from their obligation to support any dependent of theirs.

2. *Amendments.* The Independent Trustee, by an instrument in writing, may amend the dispositive or administrative provisions of this Agreement (including the provisions relating to the trustees and the governing law); provided that (i) only persons who would have been eligible to benefit from a trust shall benefit from any dispositive amendment (provided that any such beneficiary may be excluded, whether revocably or irrevocably); (ii) the Grantor shall not be given any additional rights or power with respect to the Trust Property; and (iii) the trust may not be extended for a longer period than is permissible under the Paragraph called "Perpetuities Provisions." No Trustee shall participate in the exercise of this power to amend if such trustee would be deemed to possess a general power of appointment or to the extent such participation would otherwise result in the inclusion of trust property in the estate of such trustee for federal estate tax purposes or render such trustee liable for federal gift taxes, but such power shall be exercisable only by the other Independent Trustees, if such other Independent Trustees would not be so affected, or not at all. The Trustees so authorized may exercise this power from time to time and may release this power in whole or in part.

3. *Certificate of Trust.* Any person dealing with a trust or the Trustees shall be entitled to rely upon an instrument in writing, signed by the Trustees, as to what, if any, amendment has been made to this Agreement, and as to the identity of the current Trustees.

ARTICLE XIII.
CONSTRUCTION

1. *Grantor's Family.* As of the date of this document, the Grantor's spouse is Mary Early ("Mary") and the Grantor's children are Ethan Early and Brian Early.

2. *Gender and Number.* Any word used in the singular or plural, or in the masculine, feminine or neuter, shall be either singular or plural, and masculine, feminine or neuter, as the context may indicate.

3. *Captions.* Whenever a caption could be interpreted in such a way that it would conflict with any substantive provisions of this Agreement, the substantive language of this Agreement shall prevail over the language of the caption.

4. *Severability.* If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE XIV.
ASSIGNMENT AND ACCEPTANCE

The Grantor hereby transfers the property listed on Schedule A to the Trustees to be administered in accordance with the terms of this Agreement. The Trustees hereby accept this trust and agree to administer the Trust Property, IN TRUST, in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Grantor and the Trustees have signed, sealed, and acknowledged this Agreement the day and year first above written.

L.S.
JAMES F. EARLY, Grantor

IN THE PRESENCE OF:

Christine E. Ferrucci
Witness 1 *(Signature)*

Christine E. Ferrucci
Witness 1 *(Print)*

Witness 2 *(Signature)*

Theresa E. Oberempt
Witness 2 *(Print)*

Mary Early L.S.

MARY EARLY, Trustee

IN THE PRESENCE OF:

Christine E Ferrucci — Christine E. Ferrucci

Witness 1 *(Signature)* — Witness 1 *(Print)*

Theresa F. Obercampf

Witness 2 *(Signature)* — Witness 2 *(Print)*

L.S.

PAUL L. BEHLING, Trustee

IN THE PRESENCE OF:

Elizabeth O'Bryan — ELIZABETH O'BRYAN

Witness 1 *(Signature)* — Witness 1 *(Print)*

Laura A. Winninger — Laura A. Winninger

Witness 2 *(Signature)* — Witness 2 *(Print)*

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared JAMES F. EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26, 2012

Personally appeared MARY EARLY, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Christine E Ferrucci

COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC

CHRISTINE E. FERRUCCI
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2017

STATE OF CONNECTICUT)
) ss
COUNTY OF NEW HAVEN)

Town of New Haven

December 26 , 2012

Personally appeared PAUL L. BEHLING, signer and sealer of the foregoing instrument, and acknowledged the same to be such person's free act and deed, before me.

Anna M Giantonio

~~COMMISSIONER OF THE SUPERIOR COURT~~
NOTARY PUBLIC

ANNA M. GIANTONIO
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES 03-31-2015

SCHEDULE A

Cash	One Dollar ($1.00)

Attachment M

Payment Receipt for 206 Sand Fiddler Court

Jan. 9, 2015

206 Sand Fidller Court, Kiawah Island, SC

TMS # 265-13-00-015

CHARLESTON COUNTY

ANDREW C SMITH
PO BOX 878
CHARLESTON, SC 29402

Received By:	TRTKBT	Receipt Number:	ML7654
Location:	MAIL	Receipt Year:	2015
Session:	01092015-0-MAIL-TRTKBT	Date Received:	01/09/2015

PAYMENT RECEIPT

Type	Description	Balance	Net Tax Renewal/ User Fee	Interest	Fees Penalties	Current Due	Current Paid	Balance Remaining
Real	Bill Number: 3974682 Bill Year: 2014 PIN: 2651300015 Primary Owner: EARLY JAMES F TRUST Property Addr: 206 SAND FIDDLER CT Property Desc: Subdivison Name -OSPREY BEACH (429) Description -LOT 206 TRACT 5 TAG: 6-4 ST JOHNS FIRE DISTRICT	82,241.15 82,241.15	82,142.15 99.00	0.00	0.00	82,241.15	82,241.15	0.00
	Totals:	82,241.15	82,241.15	0.00	0.00	82,241.15	82,241.15	0.00

Tender Information:		Charge Summary:	
Check #224	82,241.15	Real	82,241.15
Total Tendered	82,241.15	Total Charges	82,241.15

CHARLESTON COUNTY ANDREW C SMITH PO BOX 878 CHARLESTON, SC 29402

By Whom Paid:

BALANCE REMAINING	0.00
CHARGES	82,241.15
PAID	82,241.15
OVERBID	0.00
OVERPAYMENT	0.00
CHANGE	0.00

117

EARLY JAMES F TRUST
206 SAND FIDDLER CT
JOHNS ISLAND SC 29455-5906

Lynn Carmody, Chair
Chaun Pflug, Vice Chair
Lolly A. Fabian
Joseph Good, III
Lydia Pruitt Brooks
Thomas E. Lucy, III
William Kleindienst

P. O. Box 1868
Charleston, SC 29402

CHARLESTON COUNTY
SOUTH CAROLINA

L Ryan Neville
Shawn Willis
James H. Martin
Michael J. Ferrer
Glenn Goodwin
John E. Robinson
Chip Shealy
Lisa Richart

843.958.4190
Fax: 843.958.4191

BOARD OF ASSESSMENT APPEALS

4/13/2015

CERTIFIED MAIL - RRR

Mr. G. Hamlin O'Kelley, III
652 Coleman Blvd., STE 200
Mount Pleasant, SC 29464

Re:	PID#:	13/265-13-00-015
	BAA#:	13-017
	OWNER:	JAMES F. EARLY TRUST

Dear Mr. O'Kelley, III:

In accordance with your conference before the Charleston County Board of Assessment Appeals held on 4/8/2015, concerning the above-described property, the Board has directed me to advise you of its decision. Therefore, the Board's decision is outlined in the attached "Charleston County Board of Assessment Appeals Decision", dated 4/13/2015.

Either the owner or the Assessor may contest this decision of the Board to the South Carolina Administrative Law Court, Edgar A. Brown Building, 1205 Pendleton Street, Suite 224, Columbia, SC 29201, within thirty (30) days after the date of the Board's written decision. A copy of the Request for Contested Case Hearing must be mailed or delivered to the other parties at the same time. The written request must contain the following:

A. The name and address of the party requesting the hearing and the issue(s) for which the hearing is requested.
B. A copy of the County Board's decision from which the contested case is being requested.
C. The relief requested.

If the Board's decision is not appealed, the Assessor must certify the final value to the County Auditor for entry upon the property tax assessment rolls.

Yours very truly,
Lynn Carmody /ash
Lynn Carmody
Chair
LC/ash

cc: Members, BAA; Toy S. Glennon, Assessor; Joseph Dawson III, County Attorney

CHARLESTON COUNTY
BOARD OF ASSESSMENT APPEALS
DECISION

OWNER:	**JAMES F. EARLY TRUST**
PID#:	**13/265-13-00-015**
BAA#:	**13-017**
Date of Decision:	**4/13/2015**
Deadline for ALC:	**5/13/2015**

The subject property is located at 206 Sand Fiddler Court, Kiawah Island. The Assessor's Office was represented by Ms. Toy Glennon, Charleston County Assessor. The appellant was represented by Mr. G. Hamlin O'Kelley, III, Esquire.

Ms. Glennon began by giving a brief history of the parcel pertaining to 4% Legal Residence Special Exemption. Ms. Glennon stated the subject property was purchased in June of 2000 and in 2010, 4% Legal Residence Special Exemption was granted. She stated in September of 2013, the appellant reapplied for the 4% Legal Residence Special Exemption due to a deed change and the parcel being placed into a trust established in December 2012. Ms. Glennon stated the application was denied due to the applicant's (Mrs. Mary Early) spouse driver's license being issued in the State of Connecticut. Ms. Glennon addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), where "...neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose..." She stated the applicant's spouse provided his tax returns from the State of Connecticut as well. She addressed the S.C. Code of Laws § 12-43-220 (c) (2) (ii), stating in 2012 the section made a change making it clear that members of the household could not claim to be a legal resident of another jurisdiction for any purpose. Ms. Glennon also addressed relevant case law of Tolpa v. Beaufort County Assessor SCALC, 08-ALJ-17-0088-CC (2008), Ford v. Beaufort County Assessor SCALC, 09-ALJ-17-0179-CC (2010), Ford v. Beaufort County Assessor 730 S.E.2d 335, 398 S.C. 508 (S.C. App 2012), and CRFE, LLC v. Greenville County Assessor Supreme Court of SC, Op. 27032 (Aug. 29, 2011) as they pertained to this appeal and the 4% Legal Residence Special Exemption. Ms. Glennon stated that if the Mr. and Mrs. Early were legally separated, then the 4% Legal Residence Special Exemption would not have been disapproved. Due to the Earlys not being separated, the exemption was disapproved.

Mr. G. Hamlin O'Kelley, III, Esquire began by stating he represents Mrs. Mary Early for the James F. Early Trust. He stated based on ownership, the legislature discriminates against married couples. Mr. O'Kelley stated Mr. James Early does reside in Connecticut and is not an occupant of the home at 206 Sand Fiddler Court, Kiawah Island. Mr. O'Kelley stated the legislature should not base laws and statutes on the way society was in the 1880s and how marriage was viewed during that time. He stated the appellant should not be taxed higher due to the husband residing in Connecticut and not in South Carolina with the appellant. He stated Mr. Early has his law practice in Connecticut and Mrs. Early prefers to reside in South Carolina. Mr. O'Kelley stated the appellant is not legally separated from her husband and the James F. Early Trust was created to protect assets. Mr. O'Kelley stated it was unconstitutional discrimination against married couples for the 4% Legal Residence Special Exemption to be taken away due to the way marriage is viewed by the legislature.

After carefully considering the information presented, the Charleston County Board of Assessment Appeals concurs with the Assessor's Office pursuant to S.C. Code of Laws § 12-43-220 (c) (2) (ii). Therefore, the appellant is denied the 4% Legal Residence Special Exemption for Tax Year 2013.

206 Sand Fiddler Court
Kiawah Island, SC 29455

Owner: James F. Early Trust
Represented by: Maria Kiehling Brees, Esq.
PID#: 265-13-00-015
BAA#: 13-017

Factual Background

- **6/15/2000** – Mr. and Mrs. Early purchased their property at 206 Sand Fiddler Court.
- **4/1/2010** – The Early's applied for the Legal Residence Exemption. **(Addendum 1)**
- **6/8/2010** – The Early's were approved for the Legal Residence Exemption.
- **12/26/2012** – The Early's transfer the property from James and Mary Early to the James and Mary Early Trust.

Factual Background

- **9/9/2013** – The Early's submitted a new application for the Legal Residence Exemption as required for the trust to which they transferred ownership.
  (Addendum 2)
- **1/2/2014** – The Early's trust was denied the Legal Residence Exemption because Mr. Early provided a Connecticut driver's license. **(Addendums 2, 3 and 3A)**
- **3/20/2014** – Buist, Byars, and Taylor representing Mr. and Mrs. Early sends a letter to the Assessor's Office objecting to the denial of their client's Legal Residence Application.
  (Addendum 4)

Factual Background

- 3/31/2014 – A telephone conference was held. Former Classification Supervisor, J. DeWeerth sent Mr. Early a Protest form and instructions to continue his appeal.

- 4/29/2014 – The Assessor's Office received the Protest form from the Early's attorney from Buist, Byars, and Taylor along with a copy of their objection detailing their rationale for the objection.

  (Addendum 5)

- 5/6/2014 – Ms. DeWeerth sent a letter to Mr. and Mrs. Early's attorney Maria Kiehling Brees with Buist, Byars, and Taylor denying the protest.

  (Addendum 6)

Factual Background

- **6/2/2014**- Attorney Brees sent a letter to the Assessor's Office objecting to Ms. DeWeerth' s denial on behalf of her client Mr. and Mrs. Early. **(Addendum 7)**

- **1/20/2015** – Mr. and Mrs. Early submitted a Power of Attorney along with a new application and other documentation. The documents include an explanation to question 14 of the application clearly stating that Mr. Early lives in Connecticut. The documents also included a copy of Mr. Early's **2012 Connecticut Resident Income Tax Return**. Additionally, a letter from Mr. Early's attorney dated 1/20/2015 concedes that Mr. Early is a resident of Connecticut.

(Addendums 8 & 11-14)

Relevant Statute Prior to 2012

- Section 12-43-220(c)(2)(ii)
- ""Under penalty of perjury I certify that:

  (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and

  (B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment ratio allowed by this section."

Relevant Statute as of 2012

- Section 12-43-220(c)(2)(ii)
- "Under penalty of perjury I certify that:

  (A) The residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, **nor any member of my household**, claim to be a legal resident of a jurisdiction other than South Carolina for **any** purpose; and

  (B) that neither I, nor a member of my household, claim the special assessment ratio allowed by this section on another residence."

(Addendum 9 & 10)

Relevant Statutory Changes

- Section 12-43-220 (c)(2)(ii)

  In 2012, this section changed to make it clear that members of the household could not claim to be a legal resident of another jurisdiction for any purpose.

  Prior to this change, only the owner applicant had to assert that he or she did not claim to be a legal resident of another jurisdiction for any purpose.

  The law does not specify that the members of the household have an ownership interest in the home. The owner occupant must instead certify that those other members do not claim to be a resident of another state for any purpose.

Relevant Statues

- Section 12-43-220(c)(2)(iv)
  In addition to the certification, the burden of proof for eligibility for the four percent assessment ratio is on the owner-occupant and ***the applicant must provide proof the assessor requires*** including, but not limited to:

  (A) a copy of the owner-occupant's most recently filed South Carolina individual income tax return;

  (B) copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the owner-occupant;

  (C) ***other proof required by the assessor necessary to determine eligibility*** for the assessment ratio allowed by this item.

ROA 442

Relevant Case Law

Tolpa v. Beaufort County Assessor
SCALC, 08-ALJ-17-0088-CC (2008).

- Importantly, **statutory ambiguities will be resolved against a taxpayer claiming an exemption** (*SCANA Corp. v . SC Dep't of Revenue* 2008 WL 2572595 at *2 (2008): see also *State v. Life Ins. Co. of Georgia*, 254 SC 286, 292, 175 S.E.2d 203, 206 (1970) (stating the general rule that statutory language creating exemptions from taxation will not be strained or liberally construed in favor or a taxpayer claiming an exemption, **the taxpayer must bring himself clearly within the statutory language upon which he relies**).

ROA 443

Relevant Case Law

Ford v. Beaufort County Assessor

SCALC, 09-ALJ-17-0179-CC (2010).

- In *Owen Industrial Products v Sharpe*, *274 S.C. 193, 262 S.E. 2d 33,34 (1980)* our Supreme Court held that "**the language of a tax exemption statute must be given its plain, ordinary meaning and must be construed strictly against the claimed exemption**".

Relevant Case Law

Ford v. Beaufort County Assessor

SCALC, 09-ALJ-17-0179-CC (2010).

- This being a tax exemption matter, there are additional statutory construction consideration [sic]. Generally, "[i]n the enforcement of tax statutes the taxpayer should receive the benefit in cases of doubt." *S.C. Nat'l Bank v. SC Tax Comm'n, 297 S.C. 279, 376 S.E.2d 512* (1989)....Nevertheless, **this deference is inapplicable in tax exemption or tax deduction matters.**

Relevant Case Law

Ford v. Beaufort County Assessor

SCALC, 09-ALJ-17-0179-CC (2010).

- "Later in *Southeastern Kusan Inc. v S.C. Tax Comm'n,* *276 S.C. 487, 280 S.E. 2d 57 (1981)* the court further explained that: The rule of strict construction simply means that constitutional and **statutory language will not be strained or liberally construed in the taxpayer's favor.** Only when the literal application of a statute produces and absurd result will we consider a different meaning.".

Relevant Case Law

Ford v. Beaufort County Assessor
730 S.E.2d 335, 398 S.C. 508 (S.C. App. 2012)

"Although a taxpayer may be entitled to have property taxed at the four-percent assessment ratio based on a showing that the property for which the lower assessment ratio is sought has been that taxpayer's legal residence for some part of the tax year, **the right to be taxed at the lower rate is subject to qualifications within the same statute.**"

RELEVANT CASE LAW

- The Ford v. Beaufort County Assessor case decided by the Administrative Law Court was subsequently upheld by the South Carolina Appeals Court.
  - "Finally, the Fords complain the ALC erroneously treated the four percent assessment ratio as an exemption or deduction and construed it against them based on this allegedly incorrect characterization.... We disagree. The South Carolina Supreme Court has recently held that section 12-43-220 is a tax exempt statute. See CFRE, 395 S.C. at 74, 716 S. E.2d at 881. (implying section 12-43-220©(1) provides a statutory tax exemption and referencing "our policy of strictly construing tax exemption statutes against the taxpayer"). We therefore hold the ALC correctly construed any uncertainty in the statute against the Fords."
- The SC Supreme Court denied certiorari in the Ford case. Consequently, the law established by the appellate court remains as the controlling authority on this issue.

Relevant Case Law

CFRE, LLC v. Greenville County Assessor

Supreme Court of SC, Op. 27032 (Aug. 29, 2011)

In this legal residence ruling the SC Supreme Court indicates that the 4% Legal residence special assessment is an exemption and thus must be strictly construed.

Summary

- The Early's 2013 application for the Legal Residence Exemption was denied as Mr. Early did not provide the required documentation that he was a resident of South Carolina.
- Mr. Early submitted a copy of his Connecticut driver's license with the signed application. A South Carolina driver's license is a required piece of documentation for the Legal Residence Exemption and it is clearly stated in the section of the application as "MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION".
- Mr. Early did not provide a South Carolina vehicle registration or a SC voter's registration.
- Mrs. Early has provided the required documents (SC drivers license, SC voter registration, and SC vehicle registrations).

Summary

- Mr. Early filed a 2012 Connecticut Resident Income Tax Return but did not file a 2012 South Carolina resident income tax return. (Addendums 11-14).

- Mr. Early, by filing a Connecticut Resident Income Tax Return for tax year 2012, is clearly indicating he is a resident of Connecticut.

- In a letter to the Assessor's Office, Mr. Early's attorney concedes that Mr. Early is a resident of Connecticut. (Addendums 4 and 15)

Summary

- South Carolina case law is clear. The Legal Residence special assessment is an exemption. Exemptions are strictly construed.
- The certification makes it clear that the members of the owner-occupant's household may not claim to be a legal resident of another state for any purpose. Mr. Early claims to be a resident of Connecticut for income tax purposes and has a Connecticut driver's license.
- Since Mr. Early is clearly a resident of Connecticut, the property does not qualify for the Legal Residence Exemption.

Addendum 1

3/24/2015

LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

Mail Original application to: Charleston County Assessor's Office
PO Box 427, Charleston SC, 29402-0427
Telephone: (843) 958-4100
WWW.CHARLESTONCOUNTY.ORG

DO NOT FAX
DO NOT E-MAIL

Tax Year Date 3/30/2010 OffRep:

NAME & MAILING ADDRESS OF PROPERTY OWNER	PROPERTY LOCATION AND LEGAL DESCRIPTION
MARY EARLY 206 Sand Fiddler Ct Kiawah Island, SC 29455	206 Sand Fiddler Ct Kiawah Island house ACRES .7

(PLEASE CORRECT MAILING ADDRESS IF NECESSARY)

Application must be filed with the Assessor before the first penalty date for the payment of taxes due (by January 15th)

1. ADDRESS of owner's primary legal residence: 206 Sand Fiddler Ct, Kiawah 29455
   Date applicant began to occupy the property: 1/1/2010
2. Type of residence: ☑ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ Separate Parcel as Yard
   ☐ Mobile Home Decal # _____ Do you own the land the mobile home is on? ☐ No ☐ Yes
3. Charleston County precinct # in which registered to vote: _____
4. Is this property rented for any period of time during the year? ☒ No ☐ Yes # of days rented? _____
5. Is this property subject to vacation rental or a lease agreement? ☒ No ☐ Yes If YES, provide details.
6. Is any part of this property (commercial, apartment, lot, mobile home, etc.) rented or used by someone other than the owner? ☒ No ☐ Yes If yes, describe: _____
7. Is the property held in trust? ☒ No ☐ Yes IF YES, is the property occupied as a residence by the income beneficiary of the trust? ☐ No ☐ Yes IF YES – Attach copy of ENTIRE trust documents
8. Is this property her's property? ☒ No ☐ Yes State relationship to owner: _____
9. Do you file a South Carolina State Resident income tax return? ☐ No ☒ Yes (If no, attach explanation)
10. Do you, your spouse or any of your dependants maintain another residence in this or any other County or State? ☐ No ☒ Yes If yes, list address, state & county 35 Hopping Hill Rd Woodbridge CT 06525
11. Address of owner's PREVIOUS residence? (list address, state & county) 35 Hopping Hill Rd Woodbridge CT 06525
    Did you own your previous residence? ☐ No ☒ Yes IF YES, Was this property qualified for any type of residential exemption? ☒ No ☐ Yes Has it been sold? ☒ No ☐ Yes Date Sold _____ 100 Carolina Call.D

REQUIRED: PROVIDE COPIES OF CHARLESTON COUNTY VEHICLE REGISTRATION(S) AND S. C. DRIVERS LICENSE OR ID FOR EACH OWNER/OCCUPANT REFLECTING CURRENT ADDRESS. IF MILITARY, PROVIDE COPY OF ORDERS. APPLICATIONS WITHOUT PROOF OF RESIDENCY WILL NOT BE QUALIFIED.

"Under the penalty of perjury, I certify that (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment ratio allowed by this section." For purposes of item, "a member of my household" means: (A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and (B) any child under the age of eighteen years old of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return. IF A PERSON SIGNS THE CERTIFICATION, OBTAINS THE FOUR PERCENT ASSESSMENT RATIO, AND IS THEREAFTER FOUND NOT ELIGIBLE, OR THEREAFTER LOSES ELIGIBILITY AND FAILS TO NOTIFY THE ASSESSOR WITHIN SIX MONTHS, A PENALTY IS IMPOSED. (SEE REVERSE).

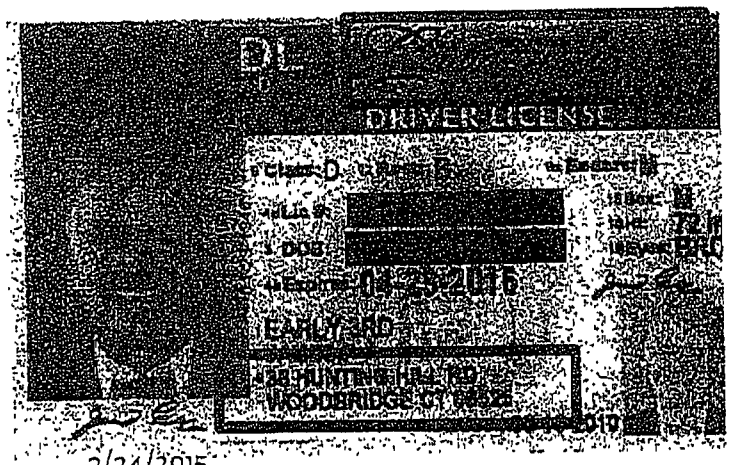
REQUIRED – Owner/Occupant's Signature	REQUIRED – Spouse's Signature: Required if legally married OR Co-Owner's Signature IF Occupant
Signature: Mary M Early	Signature: Mary Early
*SSN: [redacted] Date: 3/31/2010 UPDATED	*SSN: [redacted] Date: 3/31/2010
Home Phone [redacted] Office Phone UPDATED 4/27/10	Home Phone [redacted] Office Phone [redacted]

For office use only: 1D-12/02/09 Revised

Approved: ☒ Yes ☐ No By: JUN 08 2010 PID# 265--13-00-015

FILING THIS APPLICATION DOES NOT DELAY PAYMENT OF TAXES, PER SC LAW TAXES ARE DUE BY THE DATE ON THE BILL (USUALLY JAN. 15TH OR THE FIRST WORKING DAY THEREAFTER). PENALTIES AND INTEREST WILL NOT BE WAIVED FOR LATE PAYMENT.

Addendum 2



LEGAL RESIDENCE (4%) SPECIAL ASSESSMENT APPLICATION

This Application is for the current year only. REFUNDS REQUIRE A DIFFERENT FORM

MAIL Original signed form to: Charleston County Assessor's Office
DO NOT FAX. PO Box 427, Charleston SC, 29402-0427
DO NOT E-MAIL. Telephone: (843) 958-4100

2013 Office Use Only: 9-9-2013 Office/Rep Use Only: by Hand T. William

NAME & MAILING ADDRESS OF OWNER	PROPERTY LOCATION & LEGAL DESC.
[illegible] TRUST [illegible] SAND FIDDLER COURT [illegible] ISLAND, SC [illegible]	[illegible] SAND FIDDLER COURT Property Match Test TMS# 265-13-00-015
(CORRECT THE ADDRESS IF NECESSARY)	Dir. Use/Assoc. File _____

CALL 843-958-4100 (option #1) IF YOU HAVE ANY QUESTIONS ABOUT THE REQUIREMENTS

YOU MUST ANSWER ALL QUESTIONS ON THIS APPLICATION AND PROVIDE ALL REQUIRED INFORMATION

1. ADDRESS of owner-occupant's primary legal residence: [illegible] SAND FIDDLER COURT, [illegible] ISLAND, SC [illegible]
2. Date owner-occupant(s) began to occupy the property: [illegible] (MM/YYYY)
3. Type of residence: ☐ Single Family ☐ Duplex ☐ Townhouse ☐ Condo ☐ Building Permit Parcel used as a Yard ☐ Mobile Home (Provide Decal #_____) If Mobile Home, do you own the land the mobile home is on? ☐ No ☐ Yes
4. Is the property used in a trust? ☐ No ☐ Yes If YES: attach copy of ENTIRE trust and any amendments/documents. Please ☐ attach copy of the trust. If the property is held in a trust: Is the property occupied by a current income beneficiary of the trust? ☐ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
5. Is the property owned by a Single member Limited Liability Corporation (LLC)? ☐ No ☐ Yes If YES: provide operating agreement or other document(s) showing the applicant is the single member
6. Is the property subject to a land/installment contract or bond for title? ☐ No ☐ Yes If YES: attach copy of recorded contract
7. Is the property rented for the period of time during the year? ☐ No ☐ Yes If YES: # of days rented _____
8. Is any part of the property (apartment, garage, lot, mobile home, etc.) rented OR used/leased for business purposes? ☐ No ☐ Yes Describe (attach extra sheet if needed) _____
9. Do you have roommate(s)? ☐ No ☐ Yes If YES: attach list(s) or detailed explanation
10. For all persons (18 & over) residing in the home, provide full name and relationship to applicant (attach extra sheet if needed)

11. Please check (appropriate box): A) Married ☐ B) Widowed ☐ C) Legally Separated ☐ D) Divorced ☐ E) Never Married ☐
12. a) Address of your PREVIOUS residence (Street, City, County, State, Country) _____ b) Spouse's previous address (if different from A) _____
13. a) Did you own your previous residence? ☐ No ☐ Yes If YES: Has it been sold? ☐ No ☐ Yes If YES: Date sold _____
b) Jurisdiction MUST provide a letter stating it was removed and the effective date of the removal.
14. Do you, your spouse or any member of your household claim to be a resident of any other jurisdiction (City, County, State or Country) for any purpose? ☐ No ☐ Yes If YES: attach explanation. Please see attached explanation
15. Do you, your spouse, or any member of your household own another residence(s) in the United States or in another country? ☐ No ☐ Yes If YES: list all addresses (Street, City, County, State, Country) (attach extra sheet if necessary) Please see the attached list

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE ALL APPLICABLE ITEMS OR EXPLANATION FOR MISSING ITEMS – SEE INSTRUCTIONS

A) Copies of S.C. Driver's License(s) OR S.C. Identification card(s) showing current address (for all owner-occupants AND spouse). If you drive a company car provide registration.
B) Copies of S.C. Vehicle Registration(s) showing current address (for all owner-occupants AND spouse).
C) Copies of Form 1 pages of most recently filed Federal 1040 including schedules A, C, E & Form 8829 (if applicable) AND SCDOR State Income Tax return for all owner-occupants AND spouse (include license, social security & account/hearing numbers – see instructions for how to redact).
D) Copies of SC Voter Registration Cards (for all owner-occupants AND spouse).
E) If legally separated or divorced, provide court issued proof of legal separation or divorce.
F) Members of the military must also provide a copy of the transfer/relocation card, current orders & current LES (military income data – see instructions).
G) If answer to questions A, B, C, D or E is YES OR if 11 is checked, additional information or documents are required as noted in these sections.
H) If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise or other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED IN WRITING IF YOUR APPLICATION IS DENIED

From SC Code 12-43-220: "The owner or his agent shall provide of information requested in the application, and shall certify to the following statement: 'Under penalty of perjury I certify that: (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and (B) that neither I, nor a member of my household, claim the special assessment ratio allowed by this section on another residence." If a person signs the certification and obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the Assessor within six months, a penalty is imposed."

*Number of members of household to be based on the best of our knowledge.

REQUIRED – Owner-Occupant's Signature	REQUIRED SIGNATURE ☐ Spouse (Income MUST also be included) OR ☐ Co-Owner if occupant of property
Signature: Mary E Early	Signature: James F. Early
Print Name (Legible): Mary E. Early, Individually and as Trustee	Print Name (Legible): James F. Early
SSN: [redacted] Date: 5/21/13	SSN: [redacted] Date: 5-21-13
Phone: [redacted] Phone 2: _____	Phone: [redacted] Phone: [redacted]

For Office Use Only: Approved: ☐ Yes ☐ No By: PIN# 265-13-00-015

Application must be filed with the Assessor before the first penalty date for the payment of taxes (typically January 15th)
FILING THIS APPLICATION DOES NOT ALLOW YOU TO DELAY PAYING TAXES THAT HAVE BEEN BILLED.
THESE ARE DUE BY THE DATE ON THE BILL (Usually January 15th) - PENALTIES AND INTEREST SHOULD BE ADDED IF THE PAYMENT IS LATE.
Revised April 18, 2011

21

4

RECEIVED 2013 SEP 19 AM 8:58 CHARLESTON COUNTY ASSESSOR

ROA 454

Addendum 3A

MINIMUM REQUIRED DOCUMENTS TO CONSIDER THIS APPLICATION

PROVIDE *ALL APPLICABLE ITEMS* OR EXPLANATION FOR MISSING ITEMS – *SEE INSTRUCTIONS*

A) Copies of SC Driver(s) License(s) OR SC Identification card(s) showing current address *(for all owner-occupants AND spouse)*.

B) Copies of SC Vehicle Registration(s) showing current address *(for all owner-occupants AND spouse)*. If you drive a company car provide registration.

C) Copies of first 2 pages of *most recently filed* Federal 1040 (including schedules A, C, E & Form 8829 or Extension if applicable) AND SC/Other State income tax returns– for all owner-occupants AND spouse *(redact income, social security & account/routing numbers – see Instructions for redacting)*.

D) Copies of SC Voter Registration Cards *(for all owner-occupants AND spouse)*.

E) If legally separated or divorced, provide court-issued proof of legal separation or divorce.

F) Members of the Military must also provide a copy of Military Identification card, current orders & current LES (*redact income data – see Instructions*).

G) If answers to questions 4, 5, 6, 8 or 9 are YES OR if 13 B) is checked, additional information or documents are required as noted in those sections.

If any required proof or information is missing, the application will not be processed. On examining the completed application, if questions arise- other proof or information may be required. If so, you will be contacted.

YOU WILL BE NOTIFIED *IN WRITING* IF YOUR APPLICATION IS DENIED

Office of the County Assessor
PO Box 427
Charleston, SC 29402-0427

CHARLESTON COUNTY
SOUTH CAROLINA

101 Meeting Street, Suite 132
Charleston, SC 29401
843.958.4100

January 2, 2014

James F Early
Mary Early
206 Sand Fiddler Ct
Kiawah Island, SC 29455

RE: PID: 2013/265-13-00-015
OWNER: Early, James F Trust and Early, Mary
LOCATION: 206 Sand Fiddler Ct

Dear: Mr. and Mrs. Early

Our office is in receipt of your application for the 4% Legal Residence special assessment for the 2013 tax year. Your application has been disapproved for the 2013 tax year for the following reasons:

Request for 4% disapproved. (29)
James Early claims residency in CT.

Pursuant to SC Code Ann. §12-43-220(c) "If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the *classification* as provided in Chapter 60 of this title." SC Code Ann. §12-60-2520(A) provides that "A property taxpayer may object to a property tax assessment made by a county assessor by requesting in writing to meet with the assessor..."

Written objection must be made to the Assessor within ninety (90) days from the date of the mailing of this notice. Ninety days from the above date is April 2, 2014.

Please note, If an appeal is not finalized before the due date on your property tax bill, you must pay your bill. Penalties and interest will apply if you do not pay your bill by the due date. They will not be waived if you fail to pay by the due date. The issuance of any adjusted bill will not remove penalties and interest. Appeal adjustments are not retroactive; however, if your appeal is finalized after the due date for taxes, a refund will be issued.

This notice is not a bill. A bill will be issued at 6% for tax year 2013 unless this notice is successfully appealed.

Sincerely,
Wanda A. Query
County Services Rep.
Waq 843-958-4172
CC: File; Auditor's Office

PID: 265-13-00-015

Addendum 3

3/24/2015

P-1 (Need POA) 2013 Ratio Obj

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

552 Coleman Blvd, Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0613 W buistbyars.com

March 19, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
mariabrees@buistbyars.com

RECEIVED
2014 MAR 20 AM 10:
CHARLESTON COUNTY
ASSESSOR'S OFFICE

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Wanda A. Query
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Wanda:

We are in receipt of your correspondence dated January 2, 2014 denying Mary Early, the owner of the above-referenced Property, the 4% Legal Residence Assessment. Please accept the within correspondence as a written objection to the disapproval. It is my understanding that the disapproval is based solely on the residency status of Mrs. Early's husband, who holds no ownership interest in the subject Property.

Although we recognize that the language of S.C. Code Ann. §12-43-220, *et seq.* changed to require that the applicant attest that ..."neither [she] or any member of [her] household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose," we contest the constitutionality of the statute. Mrs. Early is the sole beneficiary under her Trust which holds title to the subject Property. As such, Mrs. Early retains 100% interest in the Property.

We do not contest that Mr. Early is domiciled in Connecticut. However, we do object to the correlation between Mr. Early's domicile and Mrs. Early's disqualification for the 4% Legal Residence Assessment. The County's denial of Mrs. Early's application for 2013 is unreasonable in that it fails to take in to consideration all elements of Mrs. Early's eligibility under the statute and her inherent property rights under the United States Constitution.

We take issue with the fact that the statute unfairly penalizes a married couple over individuals who are unmarried and owning real property in South Carolina. Under S.C. Code Ann. §12-43-220 (e)(8)(ii), an individual who "owns at least a twenty-five percent interest in the subject property with immediate family members," i.e. a parent, child or sibling but NOT a spouse, may qualify for the 4% assessment ratio on the entire value of the property. In such a scenario, the applicant is not obligated to provide documentation that the "immediate family members" are domiciled in South Carolina. For example, if Mrs. Early was not married and held

3/24/2015

265-13-0-15

Addendum 4

title to the Property with her sibling, who hypothetically is a resident of Wisconsin, Mrs. Early would still qualify for the 4% assessment ratio on the entire value of the property. It is her status as someone who is married that denies her the right to qualify for the 4% assessment ratio on the Property although she is domiciled in Charleston County, South Carolina and retains all ownership interest in the property.

To the extent that the County is concerned with Mr. Early's status, he receives no form of homestead exemption or legal residence assessment in Connecticut. Neither Mr. or Mrs. Early receive any such exemption on any other real property. The only property that received such an exemption is the subject Property.

In both South Carolina Attorney General Opinions, 2009 WL 1968628 (S.C.A.G.) and 2009 WL 2844864 (S.C.A.G.), where applications for the 4% assessment ratio are analyzed, emphasis is placed on the evidence of the taxpayer's intent as a whole to qualify for the reduced tax rate, not simply a determination of what boxes are checked on a form. We urge your office to reassess Mrs. Early's 2013 application for the 4% Legal Residence assessment as the subject Property is her legal residence.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

2013 Protest Form

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.1488 F 843.856.0613 W buistbyars.com

Addendum 5

April 28, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Ms. Jessica DeWeerth
101 Meeting Street, Suite 135
Charleston, SC 29401

RECEIVED
2014 APR 29 AM 10:
CHARLESTON COUNTY
ASSESSOR'S OFFICE

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Jessica:

Please find enclosed the completed Protest of Assessment for Tax Year 2013 for our client, Mrs. Early, regarding her above-referenced Property. For your reference, I am enclosing my prior correspondence to Ms. Query regarding our reasons for objecting to the denial of the 4% Legal Residence. We restate the same objections regarding the enclosed Protest of Assessment for Tax Year 2013.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

3/24/2015

DO NOT E-MAIL — CHARLESTON COUNTY ASSESSOR'S OFFICE, P. O. BOX 427, CHARLESTON, SC 29402-0427 — DO NOT FAX

PROTEST OF APPRAISAL / ASSESSMENT FOR TAX YEAR 20 13

Owner: James F. Early Trust and Mary Early Tax District: 5-4
Property Location: 206 Sand Fiddler Court Acreage:
Subdivision: Osprey Bluff
Legal Description: Lot 206 Part of Phase IIA
Number of Buildings: Market Value $: Taxable Value $: 0%
Conference Held With: Atty. Maria Kiehling Brees
Conference Held Date: March 28, 2014 (Month) (Day) (Year) Appraiser Conducting Conference: DeWeerth #104

South Carolina Law (12-60-2520) provides that this form shall be completed and returned to the Assessor by April 30, 2014 (30 days from Conference Held Date) or your appeal shall be abandoned for this tax year.

A PROTEST OF THIS APPRAISAL/ASSESSMENT MAY RESULT IN ANY OF THE FOLLOWING ACTIONS:
(1) No Change (2) Decreased Value/Assessment (3) Increased Value/Assessment

Before a Protest can be accepted, the following information must be provided. Check all that you believe applicable to this Protest.
A. ___ The Assessor's appraised value is higher than market value as of the effective date of value.
B. ✓ The property should qualify for a Special Assessment ratio or exemption as noted below:
☑ Legal Residence 4% ☐ Agricultural Use ☐ Homeholders Exemption
☐ HOA Assessment ☐ Multi-Lot Discount
C. ___ Legal Appeal or Statutory interpretation appeal ☐ ATI ☐ Other statutory matter

In support of A, B or C, you must provide: 1) a statement of facts supporting your position; and 2) a statement outlining the reasons for Protest including any law or authority upon which you rely. Additionally, you must provide your estimate of fair market value and comparable sales; AND information on reproduction or replacement cost; OR income, expense, and vacancy for the subject property and support for the cap rate or income multiplier; AND any other information requested at the conference (see below).

List data in support of A – C (Attach extra sheets if necessary)
Please see the enclosed correspondence

RECEIVED 2014 APR 29 AM 10:1 CHARLESTON COUNTY ASSESSOR'S OFFICE

☐ Other data/information requested by the Assessor at the conference (list)

SEE BACK OF FORM FOR IMPORTANT INFORMATION

FILING OF THIS PROTEST DOES NOT POSTPONE OR DELAY THE PAYMENT OF TAXES. BY STATUTE, TAXES ARE DUE AND PAYABLE BY THE DATE SHOWN ON THE BILL. PENALTIES WILL BE APPLIED THAT CANNOT BE WAIVED IF THE TAX BILL IS NOT PAID WHEN DUE. Initial MKB Date 4/27/14

YOU WILL BE NOTIFIED BY MAIL OF THE ACTION TAKEN BY THE ASSESSOR

Your Estimate of MARKET VALUES N/A (The estimate of value must be provided for the Protest to be considered).
I certify that the description, statements and information contained in this Protest are to the best of my knowledge both correct and true, and that permission is granted to inspect the inside and outside of the property if necessary.

Given under my hand this 27th day of April, 2014
Original Signature Required — Print Name (Legibly) First and Last: Maria Kiehling Brees

CHECK ONE: I am the - Owner ☐ OR Representative ☑
Daytime Telephone: Business (843) 884-1488 Cell N/A Home N/A
CONFIRM Mailing Address - Print Legibly - 652 Coleman Boulevard, Ste. 200, Mt. Pleasant, SC 29464
CHECK ONE: This is the Current Address of Record ☐ OR a Permanent Change of Owner's Address ☐ OR the Representative Address ☑
RETURN TO: CHARLESTON COUNTY ASSESSOR'S OFFICE, P. O. BOX 427, CHARLESTON, SC 29402-0427 TMS 2013 / 265 - 13 - 00 - 015

DO NOT FAX — DO NOT E-MAIL

Protest Form Revised 03/01/2011 — PLEASE COMPLETE AND RETURN TO ASSESSOR'S OFFICE

Addendum 6

Office of the County Assessor
PO Box 497
Charleston, SC 29402-0497

CHARLESTON COUNTY
SOUTH CAROLINA

101 Meeting Street, Suite 133
Charleston, SC 29401
843.958.4100

NOTICE OF CLASSIFICATION APPRAISAL & ASSESSMENT OF REAL ESTATE

May 6, 2014

Ms. Maria Kiehling Brees
652 Coleman Blvd. Ste. 200
Mt. Pleasant, SC 29464

Re: PID: 2013/265-13-00-015
Owner: Early, Mary and James F. Early Trust
Location: 206 Sand Fiddler Court

Dear Ms. Brees:

In accordance with your client's appeal of the denial of the 4% Legal Residence Assessment Ratio for tax year 2013 our office reviewed your request and determined that they are not entitled to the 4% Legal Residence Special Assessment for that year. In the event you wish to appeal the denial of the exemption for 2013, S.C. Code Ann. § 12-60-2530 provides the following:

> "(A) Within thirty days after the date of the county assessor's response provided in Section 12-60-2520, a property taxpayer may appeal a real property tax assessment to the county board of assessment appeals. The board may rule on any timely appeal relating to the correctness of any of the elements of the property tax assessment, and also other relevant claims of a legal or factual nature..."

Thirty days from the above date is June 6, 2014. Please note that the appeal must be addressed to the Assessor in writing pursuant to S.C. Code Ann. §12-60-2530. Please note that if no response is received within 30 days, the appeal will be considered abandoned.

If we can provide additional information, please advise.

Sincerely,

Jessica DeWaerth
Classification Supervisor

Concur:
Toy Glennon, Charleston Assessor

To BAA
Ratio Appeal

BUIST BYARS & TAYLOR LLC
ATTORNEYS AT LAW

952 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
T 843.856.4488 F 843.856.0013 W buistbyars.com

ROA 460

June 2, 2014

MARIA KIEHLING BREES
ASSOCIATE ATTORNEY
maria.brees@buistbyars.com

Via Overnight Delivery
Charleston County Assessor's Office
Attn: Ms. Jessica DeWeerth
101 Meeting Street, Suite 135
Charleston, SC 29401

Re: 206 Sand Fiddler Court, Kiawah Island, SC
TMS No. 265-13-00-015
Legal Residence 4% Special Assessment Application
File No.: 2013080018

Dear Jessica:

Please accept this correspondence as an appeal of my client's denial of the 4% Legal Residence Assessment Ratio for the year 2013 on the above-referenced Property. For your reference, I am enclosing my prior correspondence to your office regarding our reasons for objecting to the denial of the 4% Legal Residence. We restate the same objections regarding the County's denial of the 4% Legal Residence for Tax Year 2013.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

Maria Kiehling Brees

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

RECEIVED
2014 JUN -4 AM 9:45
CHARLESTON COUNTY
ASSESSOR'S OFFICE

{00473312.DOC}

Addendum 7

3/24/2015

265.13.0.15-27

Supplemental Attachment to Legal Residence 4% Special Assessment Application
206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Addendum 8

Explanation for Answer #14:

Mr. Early is a resident of the State of Connecticut. Mr. Early maintains business in both New York and Connecticut. Mr. Early has no ownership interest in the subject property.

Explanation for Answer #15:

Additional properties owned:

(1) 59 Blue Heron Pond Road, Kiawah Island, SC
(2) 38 Hunting Hill Road, Woodbridge, CT
(3) 15 Killian's Point Road, Branford, CT
(4) Superior Ink, Apt. 15A, 400 West 12th Street, New York City, NY

Addendum 9

4% Legal Residence Exemption Statute
As of June 15, 2014

SECTION 12-43-220. (c)

(1) The legal residence and not more than five acres contiguous thereto, when owned totally or in part in fee or by life estate and occupied by the owner of the interest, and additional dwellings located on the same property and occupied by immediate family members of the owner of the interest, are taxed on an assessment equal to four percent of the fair market value of the property. If residential real property is held in trust and the income beneficiary of the trust occupies the property as a residence, then the assessment ratio allowed by this item applies if the trustee certifies to the assessor that the property is occupied as a residence by the income beneficiary of the trust. When the legal residence is located on leased or rented property and the residence is owned and occupied by the owner of a residence on leased property, even though at the end of the lease period the lessor becomes the owner of the residence, the assessment for the residence is at the same ratio as provided in this item. If the lessee of property upon which he has located his legal residence is liable for taxes on the leased property, then the property upon which he is liable for taxes, not to exceed five acres contiguous to his legal residence, must be assessed at the same ratio provided in this item. If this property has located on it any rented mobile homes or residences which are rented or any business for profit, this four percent value does not apply to those businesses or rental properties. However, if the person claiming the four percent assessment ratio resides in the mobile home or single family residence and only rents a portion of the mobile home or single family residence to another individual as a residence, the foregoing provision does not apply and the four percent assessment ratio must be applied to the entire mobile home or single family residence. For purposes of the assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

(2) (i) To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year. A residence which has been qualified as a legal residence for any part of the year is entitled to the four percent assessment ratio provided in this item for the entire year, for the exemption from property taxes levied for school operations pursuant to Section 12-37-251 for the entire year, and for the homestead exemption under Section 12-37-250, if otherwise eligible, for the entire year.

(ii) This item does not apply unless the owner of the property or the owner's agent applies for the four percent assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility for this assessment ratio. In the application the owner or his agent shall provide all information required in the application, and shall certify to the following statement:

> "Under penalty of perjury I certify that:
> (A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and
> (B) that neither I, nor a member of my household, claim the special assessment ratio allowed by this section on another residence."

(iii) For purposes of subitem (ii)(B) of this item, "a member of my household" means:
(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and
(B) any child under the age of eighteen years of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return.

(iv) In addition to the certification, the burden of proof for eligibility for the four percent assessment ratio is on the owner-occupant and the applicant must provide proof the assessor requires including, but not limited to:
(A) a copy of the owner-occupant's most recently filed South Carolina individual income tax return;
(B) copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the owner-occupant;
(C) other proof required by the assessor necessary to determine eligibility for the assessment ratio allowed by this item.

Addendum 10

Title 12 – Taxation
SECTION 12-43-220(c)
After 2013 amendments

SECTION 12-43-220. Classifications shall be equal and uniform; particular classifications and assessment ratios; procedures for claiming certain classifications; roll-back taxes.

Except as otherwise provided, the ratio of assessment to value of property in each class shall be equal and uniform throughout the State. All property presently subject to ad valorem taxation shall be classified and assessed as follows:

(c)(1) The legal residence and not more than five acres contiguous thereto, when owned totally or in part in fee or by life estate and occupied by the owner of the interest, and additional dwellings located on the same property and occupied by immediate family members of the owner of the interest, are taxed on an assessment equal to four percent of the fair market value of the property. If residential real property is held in trust and the income beneficiary of the trust occupies the property as a residence, then the assessment ratio allowed by this item applies if the trustee certifies to the assessor that the property is occupied as a residence by the income beneficiary of the trust. When the legal residence is located on leased or rented property and the residence is owned and occupied by the owner of a residence on leased property, even though at the end of the lease period the lessor becomes the owner of the residence, the assessment for the residence is at the same ratio as provided in this item. If the lessee of property upon which he has located his legal residence is liable for taxes on the leased property, then the property upon which he is liable for taxes, not to exceed five acres contiguous to his legal residence, must be assessed at the same ratio provided in this item. If this property has located on it any rented mobile homes or residences which are rented or any business for profit, this four percent value does not apply to those businesses or rental properties. For purposes of the assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

(2)(i) To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year. A residence which has been qualified as a legal residence for any part of the year is entitled to the four percent assessment ratio provided in this item for the entire year, for the exemption from property taxes levied for school operations pursuant to Section 12-37-251 for the entire year, and for the homestead exemption under Section 12-37-250, if otherwise eligible, for the entire year.

(ii) This item does not apply unless the owner of the property or the owner's agent applies for the four percent assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility for this assessment ratio. In the application the owner or his agent shall provide all information required in the application, and shall certify to the following statement:

"Under penalty of perjury I certify that:

(A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that neither I, nor any member of my household, claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and

[illegible] residence."

(iii) For purposes of subitem (ii)(B) of this item, "a member of my household" means:

(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and

(B) any child under the age of eighteen years of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return.

(iv) In addition to the certification, the burden of proof for eligibility for the four percent assessment ratio is on the owner-occupant and the applicant must provide proof the assessor requires including, but not limited to:

Attachment K

Connecticut Form CT-1040
2012 Connecticut Resident Income Tax Return
(James Early)

206 Sand Fiddler Court, Kiawah Island, SC
TMS# 265-13-00-015

Addendum 11

3/24/2015

20

[redacted]

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

N S N FJFO N FJC N FSFO Y FSC N HH N OP/

[redacted]

JAMES EARLY [redacted] N Doc

N Doc

38 HUNTING HILL RD N CT-2210

N CT-8379 N CT-1040CRC

WOODBRIDGE CT 06525 • MARY EARLY

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)	1.	[redacted]
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)	2.	[redacted]
3. Add Line 1 and Line 2.	3.	[redacted]
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50)	4.	[redacted]
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3.	5.	[redacted]
6. Income tax	6.	[redacted]
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)	7.	[redacted]
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.	8.	[redacted]
9. Connecticut alternative minimum tax (from Form CT-6251)	9.	[redacted]
10. Add Line 8 and Line 9.	10.	[redacted]
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)	11.	[redacted]
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.	12.	[redacted]
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)	13.	[redacted]
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered.	14.	[redacted]
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.	15.	[redacted]
16. Total tax: Add Line 14 and Line 15.	16.	[redacted]

Clip check here. Do not staple. Do not send W-2 or 1099 forms.

[redacted]

[redacted]

31

ROA 464

Addendum 12

[redacted] Form CT-1040, Page 2 of 4 [redacted]

17. Amount from Line 16 — 17. [redacted]

W-2, W-2G, and 1099 Information

	Col. A - Employer or Payer's Fed. ID #	Col. B - CT Wages, Tips, etc.	Col. C - CT Income Tax Withheld
16a.	06 - [redacted]	[redacted]	[redacted]
16b.			
16c.			
16d.			
16e.			
16f.			
16g.			

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) — 18h. [redacted]

18. Total Connecticut income tax withheld: Amounts in Column C.	18.	[redacted]
19. All 2012 estimated tax payments and any overpayments applied from a prior year	19.	[redacted]
20. Payments made with Form CT-1040 EXT	20.	[redacted]
20a. Earned income tax credit (from Schedule CT-EITC, Line 16)	20a.	[redacted]
21. Total payments: Add Lines 18, 19, 20, and 20a.	21.	[redacted]
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.	22.	[redacted]
23. Amount of Line 22 you want applied to your 2013 estimated tax	23.	[redacted]
24. Total contributions of refund to designated charities (from Schedule S, Line 70)	24.	[redacted]
25. Refund: Lines 23 and 24 subtracted from Line 22. If you have not elected to direct deposit, the refund may be issued by debit card or check.	25.	[redacted]

25a. Acct. type Ck. Sv. 25b. Rout. # 25c. Acct. # 25d. N

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17.	26.	[redacted]
27. Late filing Penalty entered: Line 26 multiplied by 10% (.10).	27.	
28. Late filing Interest entered: Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).	28.	[redacted]
29. Interest on underpayment of estimated tax (from Form CT-2210)	29.	[redacted]
30. Total amount due: Add Lines 26 through 29.	30.	[redacted]

I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Your signature	Date	Daytime telephone number	
Spouse's signature (if joint return)	Date	Daytime telephone number	
Paid preparer's signature	Date	Telephone number [redacted]	Preparer's SSN or PTIN [redacted]
Firm's name, address, and ZIP code: JOHN J. LABUNCA, CPA 27 HULLIGAN DR WALLINGFORD, CT 06492			FEIN [redacted]

Third Party Designee - Complete the following to authorize DRS to contact another person about this return

Designee's name	Telephone number	Personal Identification Number (PIN)
JOHN J. LABUNCA, CPA	[redacted]	[redacted]

[redacted] [redacted] [redacted] [redacted]

ROA 465

3/24/2015

Addendum 13

Schedule 1 - Modifications to Federal Adjusted Gross Income

31. Interest on state and local government obligations other than Connecticut	31.	
32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations	32.	
33. Reserved for future use.	33.	
34. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income	34.	
35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.	35.	
36. Loss on sale of Connecticut state and local government bonds	36.	
37. Domestic production activities (from federal Form 1040, Line 33)	37.	
38. Other - specify *	38.	
39. Total additions: Add Lines 31 through 38.	39.	
40. Interest on U.S. government obligations	40.	
41. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations	41.	
42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)	42.	
43. Refunds of state and local income taxes	43.	
44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities	44.	
45. 50% of military retirement pay	45.	
46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.	46.	
47. Gain on sale of Connecticut state and local government bonds	47.	
48. CHET contributions Acct. #:	48.	
49. Other - specify *	49.	
50. Total subtractions: Add Lines 40 through 49.	50.	
51. Modified Connecticut adjusted gross income	51.	

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

		Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	NEW YORK NY	
53. Non-Connecticut income included on Line 51 and reported on a qualifying jurisdiction's income tax return	53.		
54. Line 53 divided by Line 51	54.		
55. Income tax liability: Line 11 subtracted from Line 6.	55.		
56. Line 54 multiplied by Line 55	56.		
57. Income tax paid to a qualifying jurisdiction	57.		
58. Lesser of Line 56 or Line 57	58.		
59. Total credit: Add Line 58, all columns.	59.		

Addendum 14

3/24/2015

[redacted] Form CT-1040, Page 4 of 4 [redacted]

Schedule 3 - Property Tax Credit Qualifying Property	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District	WOODBRIDG		
Description of Property	38 HUNTIN		
Date(s) Paid	07152012		
Amount Paid	[redacted] 60.	[redacted] 61.	[redacted] 62.

63. Total property tax paid: Add Lines 60, 61, and 62.	63.	[redacted]
64. Maximum property tax credit allowed	64.	[redacted]
65. Lesser of Line 63 or Line 64.	65.	[redacted]
66. Property tax credit inflation decimal amount: If zero, the amount from Line 65 is entered on Line 68.	66.	[redacted]
67. Line 65 multiplied by Line 66.	67.	[redacted]
68. Line 67 subtracted from Line 65.	68.	[redacted]

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.	[redacted]
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.	[redacted]
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.	[redacted]
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. +	[redacted]

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.	[redacted]
70b. CT	70b.	[redacted]
70c. ESW	70c.	[redacted]
70d. ECR	70d.	[redacted]
70e. SNS	70e.	[redacted]
70f. MFRF	70f.	[redacted]
70. Total Contributions: Add Lines 70a through 70f.	70. +	[redacted]

Taxpayer email

[redacted] [redacted] [redacted]

1022

BUIST, BYARS, & TAYLOR, LLC
ATTORNEYS AT LAW

This letter shall constitute an appeal of the 6% rate charged in 2014 and which has been under appeal since September 6, 2013. We are currently scheduled to go before the Board of Assessment Appeals later this year.

Once again, the enclosed documents should satisfy the County's requirements for the Legal Residence 4% Special Assessment Application on behalf of Mrs. Early. Mrs. Early is a resident of South Carolina. She is the sole owner of the subject property, both individually and as beneficiary and trustee of the James F. Early 2012 Trust Agreement. Neither Mr. nor Mrs. Early receive any form of legal residence or homestead exemption for any other property owned in the United States. We would assert that Mr. Early's status as a resident of the State of Connecticut has no bearing on Mrs. Early's one hundred percent (100%) ownership in the subject property and her entitlement to receive the legal residence 4% special assessment for the same.

If you should require any additional information or have any questions, please do not hesitate to contact me. With kind regards, I remain

Yours very truly,

G. Hamlin O'Kelley, III

Enclosures
cc: Mr. and Mrs. Early (via e-mail only)

RECEIVED
JAN 20
ASSESSING OFFICE

Addendum 15

BK N 349PG201

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that I, **MILDRED RUSSELL WILLIAMS** (hereinafter referred to as "Grantor"), in the State aforesaid, for and in consideration of the sum of THREE MILLION SEVEN HUNDRED SIXTY-TWO FIVE HUNDRED AND NO/100 ($3,762,500.00) DOLLARS, to me in hand paid at and before the sealing of these presents, and by **JAMES F. EARLY AND MARY EARLY** (hereinafter referred to as "Grantees"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), the following real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY EXPRESS REFERENCE.

Being the same property conveyed to the Grantor herein by deed of Willis S. Hesselroth, dated May 17, 1999, and recorded in Book W-326, Page 497, Charleston County RMC Office.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their heirs and assigns forever.

TMS# 265-13-00-015

GRANTEE'S ADDRESS:

38 Hunting Hill Road

Woodbridge, CT 06525

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as joint tenants with rights of survivorship (not as tenants in common), their heirs and assigns forever, against myself and my heirs, executors and administrators, and against every person whomsoever lawfully claiming, or to claim the same or any part hereof.

BK N 349PG202

WITNESS my Hand and Seal this 14 day of June, in the year of our Lord, two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Claire C. Wright

Darla O. Walls

Mildred Russell Williams
By Leonard Krawcheck, Attorney in Fact (SEAL)
MILDRED RUSSELL WILLIAMS, BY
LEONARD KRAWCHECK, MY ATTORNEY
IN FACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 14 day of June, 2000, by MILDRED RUSSELL WILLIAMS, BY LEONARD KRAWCHECK, MY ATTORNEY IN FACT.

Darla O. Walls (SEAL)
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 1-11-09

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 - 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO, at Page 169, in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

(1) All covenants, obligations, restrictions and limitations contained in the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, recorded in Book T-108, Page 338; Book M-114, Page 406; Book T-108, Page 337; Book M-114, Page 407; Book O-125, Page 163; Book K-139, Page 58; Book R-210, Page 748; Book R-210, Page 759; Book Z-124, Page 305; Book T-108, Page 339; Book E-183, Page 345; Book H-184, Page 338; Book M-191, Page 671; Book F-183, Page 307.

(2) Covenant and restriction that no residence or dwelling be constructed with less than 2,000 square feet of total enclosed dwelling area, and 1500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

(3) Said property is conveyed subject to all easements construction/improvements, setbacks and other building/use criteria as shown on the aforesaid plat.

(4) The Zoning ordinances of the County of Charleston, SC.

(5) In those instances where a lagoon is adjacent to a property line, the said property will be conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said lot line adjoining the lagoon in favor of Kiawah Resort Associates, its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, its successors and assigns.

BK N 349PG204

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Date of Transfer of Title
June 15, 2000

AFFIDAVIT

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred **BY** Mildred Russell Williams **TO** James F. Early and Mary Early **ON** June 14, 2000.
3. Check one of the following: The deed is:
(a)_X_subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)____subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)____EXEMPT from the deed recording fee because:

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $3,762,500.00.
(b)____The fee is computed on the fair market value of the realty which is n/a
(c)____The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a

5. Check YES_____ or NO___x___ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.

6. The DEED Recording Fee is computed as follows:
(a)$3,762,500.00 the amount listed in Item #4 above
(b)_____ the amount listed on Item #5 above (no amount, please zero)
(c)$3,762,500.00 subtract Line 6(b) from Line 6(a) and place the result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

_____
Grantor or Grantee or Legal Representative
Eric J. Davidson
(Printed Name)

SWORN to before me this
15th day of June 2000.

_____
Notary Public for State of: _____
My Commission expires: _____

ZAN BUREN DEITZ
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
QUALIFIED IN CHARLESTON COUNTY
COMMISSION EXPIRES JUNE 21, 2005

BK N 349PG205

Davidson
Bennett
&Wigger
ATTORNEYS AT LAW
125 WAPPOO CREEK DRIVE
CHARLESTON, SC 29412

FILED
N349-201
2000 JUN 16 PM 2:04
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	9782.50
County Fee	4138.75
Postage	
TOTAL	13,931.25

A

RECEIVED FROM RMC
JUN 20 2000
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

TMS VERIFIED
BAC MLM
DTD 6/20/00

Parcels 00-549

RMC Bk 0299 Pg 826 : Pg 1 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUITCLAIM DEED
(Prepared without benefit of title examination)

WHEREAS, **Mildred Russell Williams**, conveyed the below described property to **James F. Early and Mary Early** as joint tenants with rights of survivorship and not as tenants in common recorded in Book N349, page 201 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, **James F. Early and Mary Early** wish to forever sever the joint tenancy and now wish to hold the below described property as tenants in common,

KNOW ALL MEN BY THESE PRESENTS, that **James F. Early and Mary Early as joint tenants with rights of survivorship and not as tenants as common,** in the State aforesaid, for/and in consideration of the sum of Five and No Dollars and 00/100 DOLLARS ($5.00), to them in hand paid at and before the sealing of these Presents by **James F. Early and Mary Early**, in the State aforesaid, the receipt whereof is hereby acknowledged have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **James F. Early and Mary Early**, the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

TMS Number: 265-13-00-015

Address of Grantee(s): 206 Sand Fiddler Court
Kiawah Island, SC 29455

This is the same property conveyed to the Grantor(s) by deed of conveyance from Mildred Russell Williams, dated June 14, 2000 and recorded on June 16, 2000, in Book N349, page 201, in the RMC Office for Charleston County, South Carolina.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **James F. Early and Mary Early**, their heirs and assigns, forever.

{00301241.DOC}

RMC Bk 0299 Pg 826 : Pg 2 *

WITNESS our Hands and Seals this 28th day of December, in the year of our Lord Two Thousand and Twelve and in the Two Hundred and Thirty-Seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

James F. Early

Witness #2

Mary Early

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by James F. Early and Mary Early this 28th day of December, 2012.

(SEAL)
Notary Public for South Carolina
My commission expires:

MARIA E. KIEHLING
Notary Public for South Carolina
My Commission Expires Feb. 7, 2015

{00301241.DOC}

RMC BK 0299 Pg 826 : 95 3 *

EXHIBIT A

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 – 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51, Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO at Page 169 in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully and at large appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

This conveyance is made subject to the following:

1. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

2. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 406 and amended in Book N615, page 451, in the R.M.C. Office, as may be further amended.

3. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. Dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

4. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. Executed by Kiawah Island Community Association, Inc. And Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 407 in the R.M.C. Office.

5. Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O 125, page 163 in the R.M.C. Office.

6. Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K 139, page 58 in the R.M.C. Office.

{00301241.DOC}

7. Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 748 in the R.M.C. Office.

8. Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 258, in the R.M.C. Office.

9. Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the R.M.C. Office, and re-recorded in Book S287, page 404 in the R.M.C. Office.

10. Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, recorded May 26, 2000, in Book H348, page 383, in the R.M.C. Office.

11. Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the R.M.C. Office.

12. Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the R.M.C. Office.

13. Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the R.M.C. Office.

14. Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the R.M.C. Office.

15. First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 759 in the R.M.C. Office.

16. Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z 124, page 305 in the R.M.C. Office.

{00301241.DOC}

RMC Bk 0259 Pg 826 : Pg 5 *

17. Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 271, in the R.M.C. Office.

18. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z 175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC, dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F 183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for recording recorded in Book J 198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, Page 601, in the RMC Office for Charleston County.

19. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N 215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

20. Class "A" Covenants for Single-Family Residential Areas in Kiawah Island executed by Kiawah Island Company, Inc., dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 339, in the R.M.C. Office, as from time to time may be amended by instruments of record.

21. In those instances where a lagoon is adjacent to a property line of the lot hereby conveyed, the said property is conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said property line adjoining the lagoon in favor of Kiawah Resort Associates, L.P., its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, L. P., its successors and assigns.

22. Covenant and restriction that no residence or dwelling be constructed thereon with less than 2,000 square feet of total enclosed dwelling area, and a minimum of 1,500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

23. Easements, construction/improvement setbacks and other building/use criteria, as shown on the aforesaid plat recorded in Plat Book CO at page 169, in the R.M.C. Office.

{00301241.DOC}

RMC Bk 0299 Pg 826 : pg 6 *

24. Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E 183, page 345 in the R.M.C. Office, as amended by instruments dated May 10,1989, and recorded in Book H 184, page 338 in the R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M 191, page 671 in the R.M.C. Office, and as further amended by instrument recorded in Book R293, page 445 in the R.M.C. Office and as may be further amended from time to time.

25. The restriction that the property conveyed hereby may not be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et. Seq. S. C. Code (1976), as amended, without the express, written consent of Kiawah Resort Associates, L.P., its successors and assigns.

26. Zoning ordinance of the Town of Kiawah Island.

27. Development Agreement executed by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated as of October 12, 2005, and recorded October 20, 2005, in Book Z558, page 004, and amended in Book C570, page 595, in the R.M.C. Office, as amended.

28. Right-of-way Easement for Underground Equipment (Sand Fiddler Court) executed by and between Kiawah Resort Associates, L.P. and recorded in Book V234, at Page 130, in the R.M.C. Office for Charleston County, S.C.

29. Right-of-way Easement recorded in Book V234, at Page 151, in the R.M.C. Office for Charleston County, S.C.

30. Assessment as may become due and payable.

31. Charleston County, S.C., ad valorem taxes for 2013, a lien but not yet due and payable, and ad valorem taxes for all subsequent years.

(00301241.DOC)

RMC Bk 0259 Pg 826 : pg 7 *

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred is located at 206 Sand Fiddler Court, Kiawah Island bearing Charleston, County Tax Map Number 265-13-00-015 was transferred by **James F. Early and Mary Early as JTWROS to James F. Early and Mary Early as Tenants in Common** on December 26, 2012.

3. Check one of the following: The deed is

(a)____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c) X exempt from the deed recording fee because (See Information section of affidavit): Exemption #12- Quitclaim (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $
(b)____ The fee is computed on the fair market value of the realty which is $_____.
(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $ _____.

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here:
(b) Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)
(c) Subtract line 6(b) from Line 6(a) and place result here:

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : Legal Representative

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than onethousand dollars or imprisoned not more than one year, or both.

Legal Representative
Buist, Byars & Taylor, LLC

Sworn to before me this 27TH
day of December, 2012.

Nancy Keller
Notary Public for South Carolina
My Commission Expires: 10-22-22

{00301241.DOC}

NANCY KELLER
Notary Public, South Carolina
My Commission Expires
October 22, 2022

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
BUIST, BYARS, & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date: December 27, 2012
Time: 4:00:29 PM

Book	Page	DocType
0299	826	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

RMC BK 0299 PG 826 : PG 8

MAKER:
EARLY JAMES F AL

RECIPIENT:
EARLY JAMES F AL

Note:

# of Pages: 8

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 3.00
Postage	$ -
Chattel	$ -
TOTAL	$ 13.00

Original Book:

Original Page:

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JAN - 2 2013
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKD
DATE 1/2/13
31

DRAWER Drawer 1
CLERK KLH

0299 Book | 826 Page | 12/27/2012 Recorded Date | 8 # Pgs

Original Book | Original Page | D Doc Type | 16:00:29 Recorded Time

RMC Bk 0299 Pg 827 : pg 1 *

BP0299827

STATE OF SOUTH CAROLINA)
) Title to Real Estate
COUNTY OF CHARLESTON) (Prepared without Benefit of Title Examination)

KNOW ALL MEN BY THESE PRESENTS, that I, **James F. Early,** in the State aforesaid, for/and in consideration of the sum of FIVE AND 00/100 DOLLARS ($5.00) to me in hand paid at and before the sealing of these Presents by **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** all of my fifty percent (50%) right, title and interest of, in and to, the following described property to wit:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION

TMS Number: 265-13-00-015

Address of Grantee: 206 Sand Fiddler Court
Kiawah Island, SC 29455

THIS BEING a portion of the same property conveyed from Mildred Russell Williams to James F. Early and Mary Early by deed of conveyance dated June 14, 2000 and recorded on June 16, 2000 in Book N349 at Page 201 in the RMC Office for Charleston County; and THIS ALSO BEING a portion of the same property conveyed from James F. Early and Mary Early as joint tenants with rights of survivorship to James F. Early and Mary Early as tenants in common dated and recorded simultaneously herewith in the RMC Office for Charleston County.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** its successors in trust and assigns, forever.

AND the undersigned does hereby bind himself and his heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said **Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement,** its successors in trust and assigns, against the undersigned and his heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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RMC Bk 0299 Pg 827 : pg 2 *

WITNESS my Hand and Seal this 26th day of December, in the year of our Lord Two Thousand Twelve and in the Two Hundred and Thirty-Seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness # 1

James F. Early

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by James F. Early, this 26th day of December, 2012.

(SEAL)
Notary Public for South Carolina
My commission expires:

MARIA E. KIEHLING
Notary Public for South Carolina
My Commission Expires Feb. 7, 2015

{00301272.DOC}

RMC Bk 0259 Pg 827 : pg 3 #

Exhibit "A"

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Two Hundred Six (206), Osprey Beach Subdivision, Phase IIA, and shown on a Plat by Southeastern Surveying, Inc., entitled "A FINAL PLAT OF LOTS 200 – 211 SAND FIDDLER COURT OSPREY BEACH PHASE IIA SUBDIVISION 429 TRACT 51, Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 23, 1993, having latest revision dated December 16, 1993, and recorded in Plat Book CO at Page 169 in the RMC Office for Charleston County. Said lot having such location, butts, bounds, metes, courses and distances as will by reference to said plat more fully and at large appear.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

This conveyance is made subject to the following:

1. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

2. Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 406 and amended in Book N615, page 451, in the R.M.C. Office, as may be further amended.

3. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. Dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

4. Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. Executed by Kiawah Island Community Association, Inc. And Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M 114, page 407 in the R.M.C. Office.

5. Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O 125, page 163 in the R.M.C. Office.

6. Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island

RMC Bk 0299 Pg 827 : pg 4 *

Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K 139, page 58 in the R.M.C. Office.

7. Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 748 in the R.M.C. Office.

8. Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 258, in the R.M.C. Office.

9. Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the R.M.C. Office, and re-recorded in Book S287, page 404 in the R.M.C. Office.

10. Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, recorded May 26, 2000, in Book H348, page 383, in the R.M.C. Office.

11. Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the R.M.C. Office.

12. Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the R.M.C. Office.

13. Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the R.M.C. Office.

14. Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the R.M.C. Office.

15. First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R 210, page 759 in the R.M.C. Office.

16. Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z 124, page 305 in the R.M.C. Office.

{00301272.DOC}

17. Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W 243, page 271, in the R.M.C. Office.

18. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z 175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights , Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC, dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F 183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for recording recorded in Book J 198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, Page 601, in the RMC Office for Charleston County.

19. Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N 215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

20. Class "A" Covenants for Single-Family Residential Areas in Kiawah Island executed by Kiawah Island Company, Inc., dated February 19, 1976, and recorded February 19, 1976, in Book T 108, page 339, in the R.M.C. Office, as from time to time may be amended by instruments of record.

21. In those instances where a lagoon is adjacent to a property line of the lot hereby conveyed, the said property is conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said property line adjoining the lagoon in favor of Kiawah Resort Associates, L.P., its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, L. P., its successors and assigns.

22. Covenant and restriction that no residence or dwelling be constructed thereon with less than 2,000 square feet of total enclosed dwelling area, and a minimum of 1,500 square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants.

23. Easements, construction/improvement setbacks and other building/use criteria, as shown on the aforesaid plat recorded in Plat Book CO at page 169, in the R.M.C. Office.

{00301272.DOC}

RMC Bk 0299 Pg 827 : Pg 6 *

24. Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E 183, page 345 in the R.M.C. Office, as amended by instruments dated May 10,1989, and recorded in Book H 184, page 338 in the R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M 191, page 671 in the R.M.C. Office, and as further amended by instrument recorded in Book R293, page 445 in the R.M.C. Office and as may be further amended from time to time.

25. The restriction that the property conveyed hereby may not be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et. Seq. S. C. Code (1976), as amended, without the express, written consent of Kiawah Resort Associates, L.P., its successors and assigns.

26. Zoning ordinance of the Town of Kiawah Island.

27. Development Agreement executed by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated as of October 12, 2005, and recorded October 20, 2005, in Book Z558, page 004, and amended in Book C570, page 595, in the R.M.C. Office, as amended.

28. Right-of-way Easement for Underground Equipment (Sand Fiddler Court) executed by and between Kiawah Resort Associates, L.P. and recorded in Book V234, at Page 130, in the R.M.C. Office for Charleston County, S.C.

29. Right-of-way Easement recorded in Book V234, at Page 151, in the R.M.C. Office for Charleston County, S.C.

30. Assessment as may become due and payable.

31. Charleston County, S.C., ad valorem taxes for 2013, a lien but not yet due and payable, and ad valorem taxes for all subsequent years.

RMC Bk 0299 Pg 827 : pg 7 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.

2. The property known as 206 Sand Fiddler Court, Kiawah Island, SC, is being transferred BY James F. Early to Mary Early and Paul L. Behling as Trustees of The James F. Early 2012 Trust Agreement on December 26th, 2012.

3. Check one of the following: *The DEED is*

(a)___subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)___subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

(c)_X__EXEMPT from the deed recording fee because of (Exemption # 8 – Transfer to Trusts)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

(a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $.

(b)____ The fee is computed on the fair market value of the realty which is $.

(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES__ or NO__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $.

6. The DEED Recording Fee is computed as follows:

(a)__-0- the amount listed in item 4 above

(b)__-0- the amount listed in item 5 above (no amount place zero) 0

(c)__-0- Subtract Line 6(b) from Line 6(a) and place the result.

7. As required by Code Section 12-24-70, we state that we are responsible people who are connected with the transaction as: Legal Representative

8. We understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

LEGAL REPRESENTATIVE CONNECTED WITH THIS TRANSACTION
BUIST, BYARS & TAYLOR, LLC

Sworn to before me this 27th day of December, 2012.

Nancy Keller
Notary Public for South Carolina
My Commission Expires: 10-22-22

{00301272.DOC}

NANCY KELLER
Notary Public, South Carolina
My Commission Expires
October 22, 2022

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
BUIST, BYARS, & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date:	December 27, 2012
Time:	4:01:14 PM

Book	Page	DocType
0299	827	Deed

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0299 Pg 827 : pg 8 *

MAKER:
EARLY JAMES F

RECIPIENT:
EARLY MARY TR AL

Original Book:

Original Page:

Note:

# of Pages: 8

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 3.00
Postage	$ -
Chattel	$ -
TOTAL	$ 13.00

DRAWER	Drawer 1
CLERK	KLH

AUDITOR STAMP HERE
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PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MKD
DATE 1/2/13
42

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RECEIVED
APR 07 2016
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III
Administrative Law Judge

Case No. 2015-002611

James F. Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

PROOF OF SERVICE

I hereby certify that I have served the Record on Appeal in this matter by depositing a copy of same in the U.S. Mail, postage prepaid, on March 30, 2016, addressed to counsel of record as follows: Bernard E. Ferrara, Jr., Esq. and Johanna S. Gardner, Esq., Charleston County Attorney's Office, 4045 Bridge View Drive, North Charleston, SC 29405-7674.

FOR

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Mt. Pleasant, South Carolina
March 30, 2016

Attorney for the Appellant James F. Early Trust

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III
Administrative Law Judge

RECEIVED
APR 18 2016
SC Court of Appeals

Case No. 2015-002611

James F. Early Trust.....Appellant,

v.

Charleston County Assessor .....Respondent.

CERTIFICATE OF COUNSEL

I hereby certify that the Record on Appeal contains all materials proposed to be included in the Record on Appeal by the parties and no other material.

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488

Mt. Pleasant, South Carolina
april 14, 2016

AttorneyS for the Appellant