

**HANCOCK WELLNESS
CENTER**

MMP - RFA

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Section C, Subsection 4, ADA

Hancock Wellness Center will follow all requirements detailed in the Americans with Disabilities Act. The building HWC will lease already includes ADA compliant ramps, handicap parking, handicap accessible restrooms, and an elevator.

Additionally, the counters and other existing spaces within the area where patients will be are all wheelchair friendly, given the building's recent use as a bank.

At the time that a patient makes an appointment to come to HWC, they will be asked if there is any disability that they have, and how we can accommodate that disability and make their visit to our facility more pleasant.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 5, Air Treatment

Other than during times in which patient purchase is occurring, all medical marijuana will be stored in a modern bank vault, constructed in 2001. The bank's vault, which contains multiple "safe deposit boxes", is inherently airtight, as it needed to protect the contents of the safe deposit boxes – paper documents, jewelry, and cash – for box owners. Because the vault is so air tight in nature, and the marijuana will then be stored in equally air tight safe deposit boxes, little odor should escape.

However, Hancock Wellness Center will modify the forced air systems, used to heat and cool the building, to prevent odor both inside the building and outside, ensuring that no one is affected by the odor of the product.

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... doors to the entry port are interlocked, ensuring that the vault cannot

Department of Consumer Protection, Dispensary Facility RFA, September 2015
Section C, Subsection 7, Training

Hancock Wellness Center will provide training and continuing education for not only its pharmacists and pharmacy technicians, but also for all employees of the company.

At time of employment, HWC will provide in-depth training to its pharmacists and pharmacy technicians in regard to:

- 1) All aspects of the state statute and regulations concerning medical marijuana, patient registration, and proper operation of a dispensary.
- 2) What medical marijuana is as a medical tool, what the various strains of medical marijuana are, how to work with the physician recommendations that patients will have.
- 3) Information on medical studies of medical marijuana.

HWC will provide at company expense its pharmacists and pharmacy technicians with paid time in which to attend continuing education courses, to enable them to remain current in their state licenses, and in particular encourage their enrollment in continuing education courses that deal with medical marijuana, substance abuse, and whatever new courses are developed that are pertinent to the issues facing a medical marijuana dispensary.

In addition to pharmacist and pharmacy technician personnel, HWC will also provide at company expense paid time to its other staff to enroll in or monitor any relevant classes dealing with the medical aspects of medical marijuana. While such other staff will not be dispensing medical marijuana, HWC as a whole benefits from all of its personnel having as much up-to-date knowledge and information as possible.

Security Operations

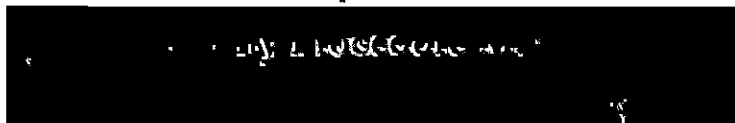
Protocols Manual

For

Hancock Wellness Center, LLC

1295 East Main Street

Meriden, CT 06450



Section 1: Overview	24
1.1 Purpose	24
1.2 Description	24
1.3 SECURITY OFFICER SPECIFIC REQUIREMENTS	25
1.4 INTRODUCTION	5
1.5 MANUAL SPECIFICATIONS	6
Section 2: Contact Lists	6
2.1 Emergency	6
2.2 Allied Barton security services contacts	6
2.3 SITE Contacts	6
Section 3: Shift Duties	7
3.1 Duties Common to All Shifts	7
3.2 Tour Purpose – Safety & Security Tours	10

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Section 4: Access Control	35
4.1 Employee Ids	35
4.2 Patient Access	13
4.3 Contractor/Maintenance Access	14
4.4 Vehicle Access	15
4.5 DELIVERIES FROM THE GROWER.....	16
Section 5: Equipment	20
5.1 Key List	20
5.2 Two-Way Radio	20
Section 6: Incident Report Writing	21
6.1 QUESTIONS.....	21
6.2 PERSONAL DESCRIPTIONS.....	22
6.3 VEHICLE DESCRIPTIONS.....	22
Section 7: Public Relations	23
Section 8: Memorandums and Log Books	25
8.1 Memorandums	25
8.2 Pass-Down Log	25
Section 9: Emergency Procedures	26
9.1 Fire & Trouble Alarm Procedures	26
9.2 Medical Emergency	31
9.3 Criminal Activity	33
9.4 Weather Emergencies	35
9.5 Maintenance On-Call Emergencies	35
9.6 Power Outage	36
9.7 facility Elevators	38
9.8 Elevator Entrapment	39
9.9 Civil Disturbance	40
9.10 Bomb Threat	40

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1.3 Security Officer Specific requirements:

- State of Connecticut Guard Card license
- State of Connecticut Department of Consumer Protection registered
- Background Check
- Drug Test
- 21 years of age or older
- Emergency Preparedness Training
- Law enforcement, security, loss prevention, or military experience
- CCTV knowledge
- Alarms system knowledge
- 8 Hours of initial Master Security Level 1 Training (MS01)
- 8 Hours of Management of Aggressive Behavior Training (MOAB)
- 4 Hours of Emergency Preparedness

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- 4 Hours of White Glove Customer Service Training
- 4 Hours of Baton Tactics
- 4 Hours of PATH – Basic Handcuffing course
- 4 Hours of OCAT – OC Pepper Spray
- 8 Hours of Site Specific OJT
- 8 Hours of Annual Refresher Training

1.4 Introduction

This security procedures manual has been specifically designed to structure and guide in the development of long-term security operating procedures for Hancock Wellness Center LLC. The manual is intended to serve as a working understanding of the security and safety procedures and protocols to be followed by uniformed security services personnel, which are further described herein. It shall be the responsibility of each uniformed security officer to ensure that he/she is aware of the provisions of these policies and procedures. **Please pay particular attention to sections pertaining to security reporting and security incident reports, which shall be used to advise Hancock Wellness Center of all incidents and breaches of policy.**

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Diversion of controlled substances is a significant problem in the State of Connecticut. The Department of Consumer Protection, Drug Control Division, does an excellent job in policing and sometimes prosecuting doctors, nurses, pharmacists, and pharmacy technicians who divert controlled substances, whether for self-abuse or sale to others. In addition to the work of Drug Control agents, the Prescription Monitoring Program (PMP) assists in identifying possible diversion situations.

Hancock Wellness Center is extremely committed to assisting in the prevention of medical marijuana being diverted from those legitimately and legally entitled to it.

First and foremost, HWC will stress to all of its employees that medical marijuana is a controlled substance and should be thought of and interacted with in those terms. It is not a recreational drug and should not be approached with that mindset. Every employee of HWC needs to understand medical marijuana's controlled substance status, and follow all laws, regulations and procedures in detail. Without divulging any names or confidential information, Attorney Farrell will talk with all employees, individually and collectively, about the diversion cases which the Department of Consumer Protection processed during his years at DCP, and instill that it will not be tolerated at HWC, and could have serious consequences for both the facility as well as individual employees.

HWC's commitment to diversion prevention goes beyond stressing the issue to employees:

Dozens of cameras will be located throughout the facility, recording all human contact with the medical marijuana.

Activity within the dispensary will be monitored on a live basis by HWC's security personnel and anything suspicious immediately brought to management's attention.

The management of HWC will review on a daily basis film of all interaction with the medical marijuana to insure that it is not being diverted by employees during the course of a patient transaction, or other situations where it is being handled.

Efforts will be made to change schedules so that the same personnel are not constantly working together, leading to possible collusion among employees that might result in diversion.

In addition to working to prevent diversion from the facility itself, HWC can also assist in preventing diversion from patients. The "Lock Your Meds" campaign which the Drug Control Division undertook several years ago highlighted to parents and senior citizens the fact that their "medicine cabinet" could be rummaged through and legitimately obtained controlled substances diverted out of that cabinet to recreational use or sale by others. HWC will work provide each patient with a brochure that makes that "Lock Your Meds" message in regard to marijuana, and the need of every individual patient to keep their medical marijuana in a secure location, where others might steal it.

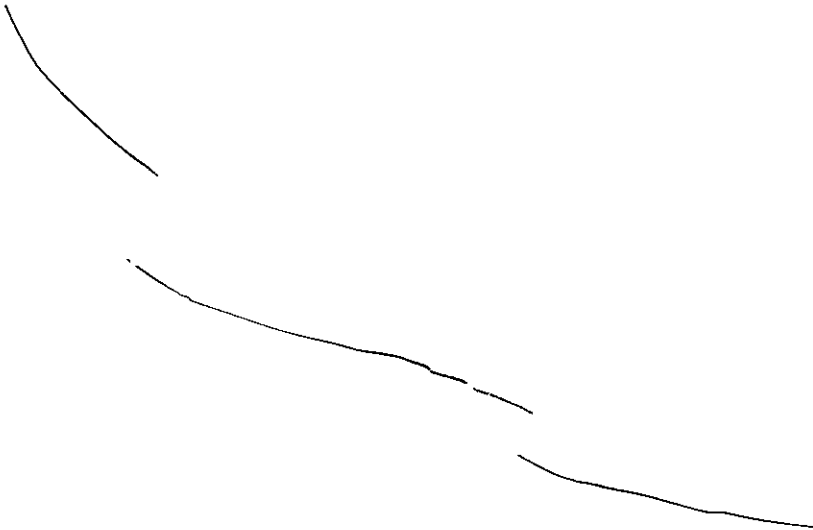
HWC will also train its employees to be alert for any indication that a patient may be selling their medical marijuana to others, and how to handle that situation.

HWC will also install an extremely comprehensive security system and security protocols, detailed on the following pages, all of which will play a substantial role in preventing any diversion of the medical marijuana.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

The manufacturer's data sheets on key components of the security system are incorporated herein for reference. A complete listing of all hardware, cabling, etc. is available upon request.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

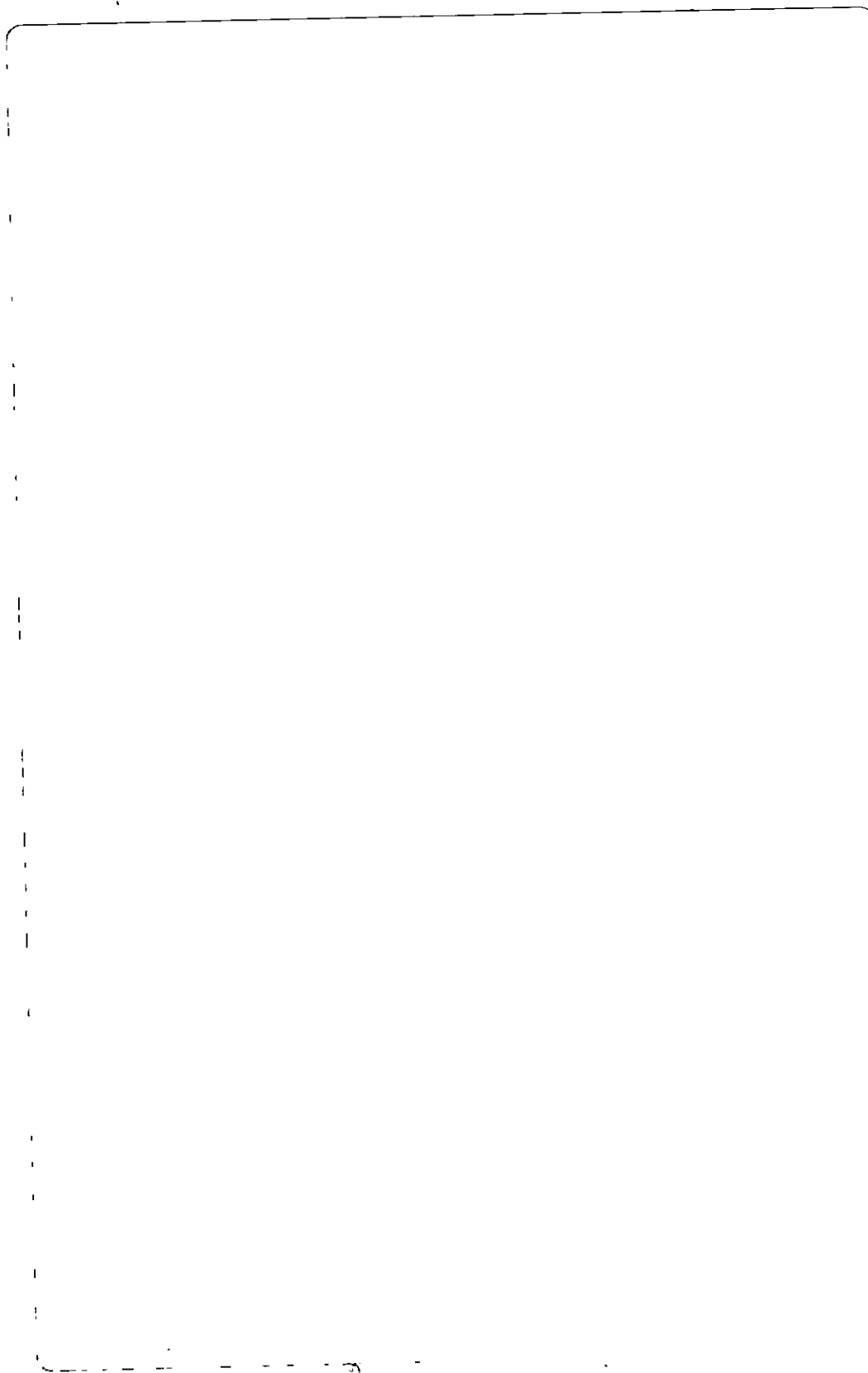


Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

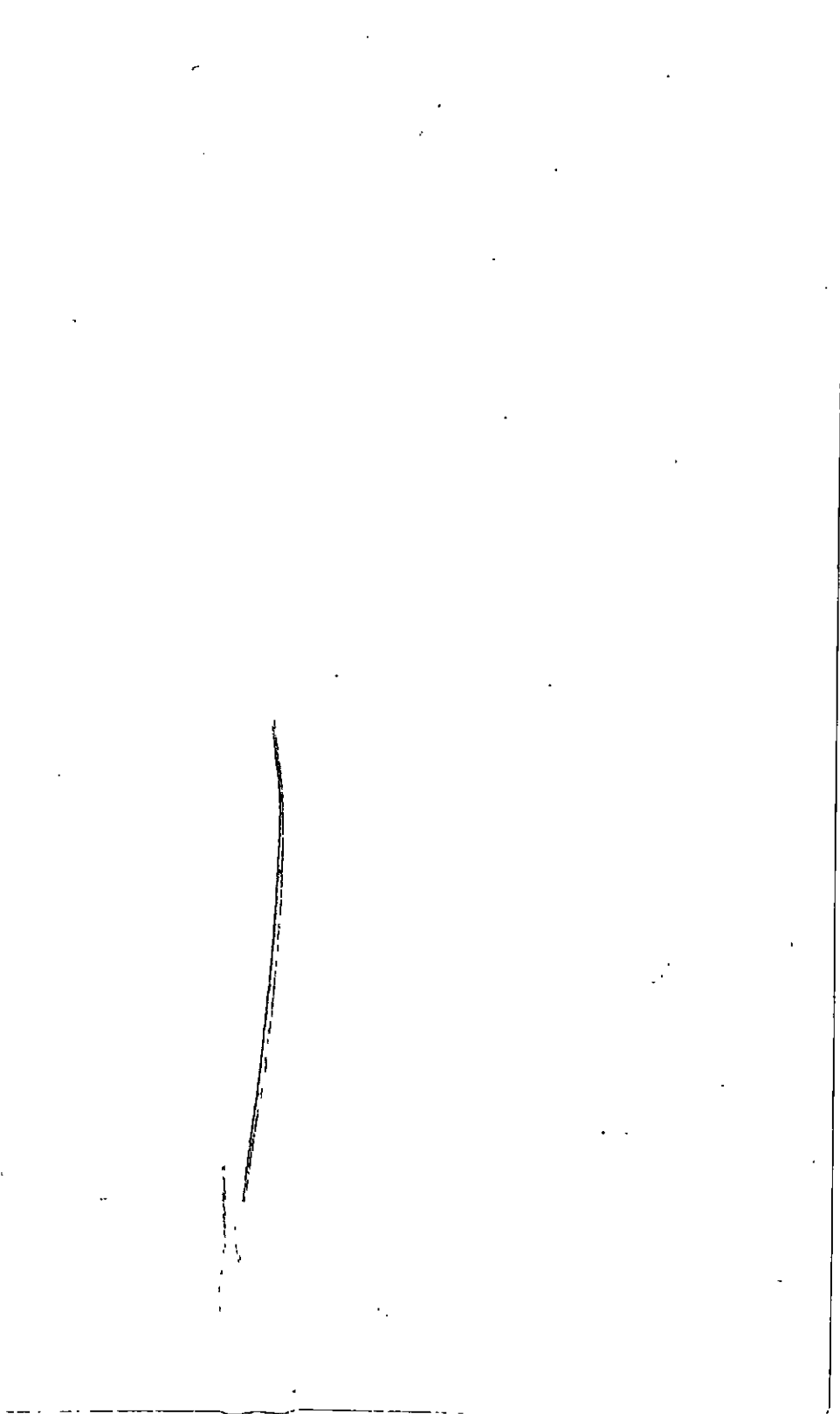
Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



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Section C, Subsection 8, Diversion Prevention



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Security personnel should make reference to this manual frequently in an effort to remain abreast of changes, modifications and special requirements.

Performing satisfactory security duties at Hancock Wellness Center requires the security officer to consistently exercise sound judgment and common sense. Everyone should be treated with the utmost courtesy and respect to ensure that all staff, employees, and patients, etc. are provided with a pleasurable experience while at Hancock Wellness Center.

It is imperative that all security officers realize that their role has a dual objective, the first being security/safety related issues and the second, and equally important, public relations.

In the following pages are critical instructions for security personnel performance. They should be thoroughly and carefully read. **If you have any questions, comments or concerns regarding your post instructions contact your on-duty supervisor or site**

manager.

1.5 Manual Specifications

Please note this Security Procedures Manual defines the joint security protocols of

Phoenix Investigations Technology Division, and Allied Barton providing the uniformed

security personnel.

Section 2: Contact Lists

2.1 Emergency

Fire, Medical, Police: 911.

Site Contact: (203) 393-6868

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Section 3: Shift Duties

3.1 Duties Common to All Shifts

Overview

- Building access and security
- Perimeter access and security
- Security regulations for employees, patients, & contractors
- CCTV surveillance
- Comprehensive alarm system monitoring
- Environmental Monitoring

- Monitoring of CCTV systems of both interior and exterior of the facility

Monitoring Activity

- Monitoring of access control systems to include biometric and electromagnetic.
- Environmental Monitoring

Security Officers will interact with employees, contractors and vendors

Interaction

of Hancock Wellness Center only on the interior of the building.

Radio Usage Operate your radio on the proper channel as designated in your daily post instructions, and make only necessary transmissions. Think before you speak. Don't press the Push-to-Talk (PTT) button until you know what you want to say in your transmission. Hold your radio with the antenna "vertical" for best results. Before you press the PTT button, listen to the channel to make sure the channel is clear. Don't interfere with traffic in progress. Hold your radio an inch or two from your mouth and use a normal tone of voice when speaking. Keep your transmissions short, and speak clearly. Use radio identifiers, not personal names, when talking to another radio. When calling another radio, say its identifier first and then your own radio identifier. After you press the PTT button, pause a second or two for speaking. This gives the repeater time to respond to your radio and prevents the first part of your transmission from being cut off. Likewise, do not release the Push-to-Talk button until you have finished speaking. If you are often asked to repeat part of your message, you may be inadvertently cutting off part of your transmission. Before you finish your conversation, be sure to end with your radio identifier and 'Clear', as in 'B2 Clear'. This lets the person you are talking to know that the conversation is done. It also lets other potential radio users know that the radio is available for a new conversation.

Lost and found property will be turned into the security officer on duty at

Lost & Found

the first floor security desk. The security officer shall complete a lost/found property log and indicate the date, time, location, description of the property, who located the property, date and time of property release and the name of the person claiming the property. Property shall only be released after proper identification is presented. Security shall in the event that the property is a wallet/purse have a member of Hancock Wellness Center management present when looking for identification of the owner.

3.1.2 0700-1500, All Days

Access Control Officer:

- 0700
- Issue to employees security ID cards for access into the facility
 - Maintain a list of all persons within the facility
 - Control entrance into the facility
 - Maintain employee and patient logs

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Issue temporary patient passes
- Collect patient identification
- Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones
- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

1500 End of shift. Brief on-coming personnel and never leave post without being properly relieved.

3.2.1 1500-2300, All Days

Access Control Officer:

- 1500**
- Issue to employees security ID cards for access into the facility
 - Maintain a list of all persons within the facility
 - Control entrance into the facility
 - Maintain employee and patient logs
 - Issue temporary patient passes
 - Collect patient identification
 - Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

2300 End of shift. Brief on-coming personnel and never leave post without being properly relieved.

3.2.2 2300-0700, All Days

Access Control Officer:

- 2300**
- Issue to employees security ID cards for access into the facility
 - Maintain a list of all persons within the facility
 - Control entrance into the facility
 - Maintain employee and patient logs
 - Issue temporary patient passes
 - Collect patient identification
 - Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones
- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

0700 End of shift. Brief on-coming personnel and never leave post without being

properly relieved.

3.2 Tour Purpose – Safety & Security Tours

Exterior and Interior Facility Tours are designed to deter criminal activity by

maintaining a highly visible security presence and to heighten security by providing

early detection of maintenance problems.

3.2.1 You must check for the following on all interior tours:

Security officers are expected to start their foot patrol tours on the basement level and

work clockwise around the building. When this first phase of the tour is complete, the

officer is to tour the ground level floor, in a clockwise motion, followed by the outside of

the facility, also in a clockwise motion. The last phase of this tour should be conducted

on the upper floor of the building. It is important to note any safety or security hazards

you identify in your post notes. Once a foot patrol tour is complete, it must be repeated

starting back at the basement level.

3.2.2 Common safety hazards that you should be alert for on all tours:

- Slippery floors, stairwells, main entrances
- Obstructed doorways • Loose railings
- Weather Hazards (Ice, high wind)
- Evacuation routes not clearly marked • Water leaks
- Combustible debris or storage of combustibles
- Dangerously stacked materials
- Grounds hazards
- Broken lighting
- Broken glass or doors
- Smoking in non-smoking areas

Incident Reports are to be generated for, and management notified of, all

maintenance problems and safety hazards that were observed during your tour.

Section : Access Control

4.1 Employee Ids

Policy All employees are required to have a photo ID permanently affixed to their electronic access card. Entry into the facility for employees requires four (4) cognitive actions to gain access to the interior of the facility. First, the employee must swipe their electronic access card

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

creating an immediate and permanent record on the server of attempt to gain access. Second, the employee must then enter a PIN code into the key pad, thus creating a secondary and redundant permanent time/dated record. This second action allows the first door to open into a sally port.

The second door in the sally port providing entry into the interior of the building cannot be accessed until the first entry door is closed and automatically electronically locked. The second door is also equipped

with a double access entry pad, requiring the employee to swipe the card reader and enter their PIN code. At this point, access from the sally port into the interior of the building is granted.

This method of controlled access provides double redundancy and produces (4) four permanent time dated records of entry into the controlled facility. Once inside, the employee must physically sign in with the first floor security officer, creating a recorded written record of

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

the employee's arrival. This record is given to the security shift

supervisor daily and is stored in a locked filed cabinet in the security

station file room located on the second floor of the facility. The security

station file room is mechanically locked and equipped with an electronic

double entry key pad.

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4.2 Patient Access

Patients coming to the dispensary are by appointment only. A valid

form of a government-issued photo ID is required. Upon the patient's

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

arrival to the entry point consisting of a sally port is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a patient has arrived). The first floor security officer has a secondary monitor, again providing visual optimization and optical redundancy; the first floor security officer, at his post, can visually observe the patient; the patient can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door to the sally port. Once the patient is inside the sally port, the officer manually locks the first door, and then manually overrides the second door reader. This opens the second door, allowing the patient into the building. At this point the patient is required to produce their government-issued valid

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

photo ID to the security officer; in return, the patient is issued a medical dispensary patient ID Tag which must be worn and visible at all times while in the facility. The patient is then greeted by Hancock Wellness staff personnel who can attend to their specific needs. Please note, patients are required to sign in and sign out with a time-dated written record. The patient returns their patient ID badge to the security officer upon signing out. Upon exiting the patient is physically escorted through the sally port, ensuring the patient leaves the facility. All written patient visitation logs are stored in a separate double locked file room on the second floor where only authorized Hancock Wellness Center personnel have access (see diagram below).

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4.3 Contractor/Maintenance Access

Contractors/Maintenance coming to the dispensary are by appointment only. A valid form of a government-issued photo ID is required. Upon the contractor's arrival to the entry point consisting of a sally port is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a contractor has arrived). The first floor security officer has a secondary monitor, again providing visual

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

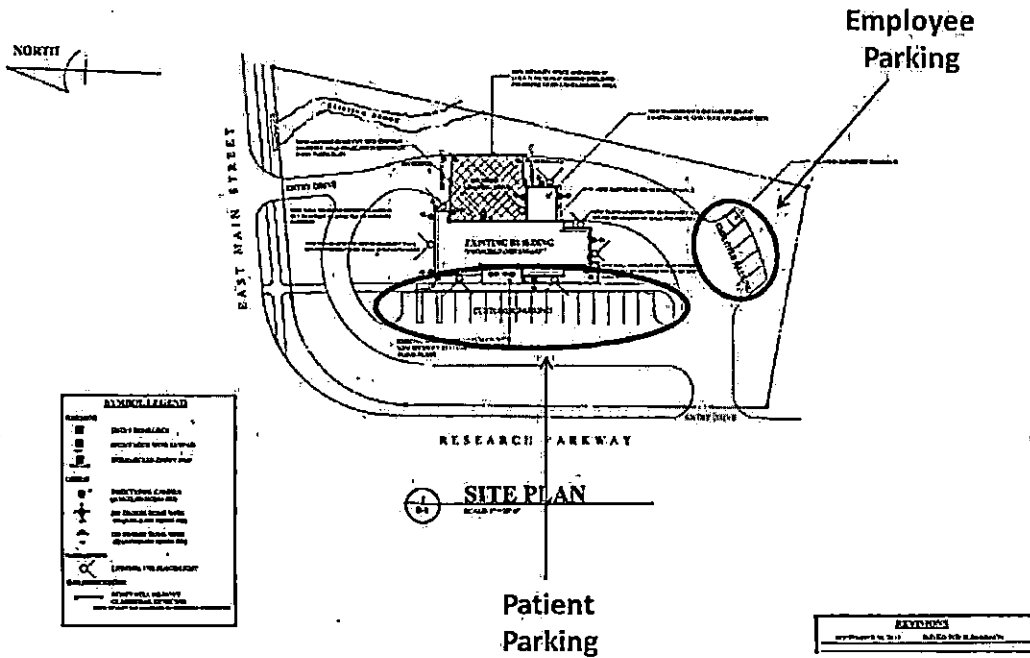
optimization and optical redundancy; the first floor security officer, at his post, can visually observe the contractor; the contractor can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door to the sally port. Once the contractor is inside the sally port, the officer manually locks the first door, and then manually overrides the second door reader. This opens the second door, allowing the contractor into the building. At this point the contractor is required to produce their government-issued valid photo ID to the security officer; in return, the contractor is issued a temporary ID Tag which must be worn and visible at all times while in the facility. The contractor is escorted by a security officer at all times. Please note, all contractors are required to sign in and sign out with a time-dated written record. The contractor returns their ID badge to the security officer upon

signing out. Upon exiting the contractor is physically escorted through the sally port, ensuring that the contractor leaves the facility. All written contractor visitation logs are stored in a locked file cabinet inside the security station.

4.4 Vehicle Access

Patient parking is designated in the front of the building, nearest to the facility's entry point and is under constant observation by a security officer in the control room located on the second floor. Contractors, and employees have separate parking areas, also under constant observation by the security officer in the control room – please refer to the site diagram below:

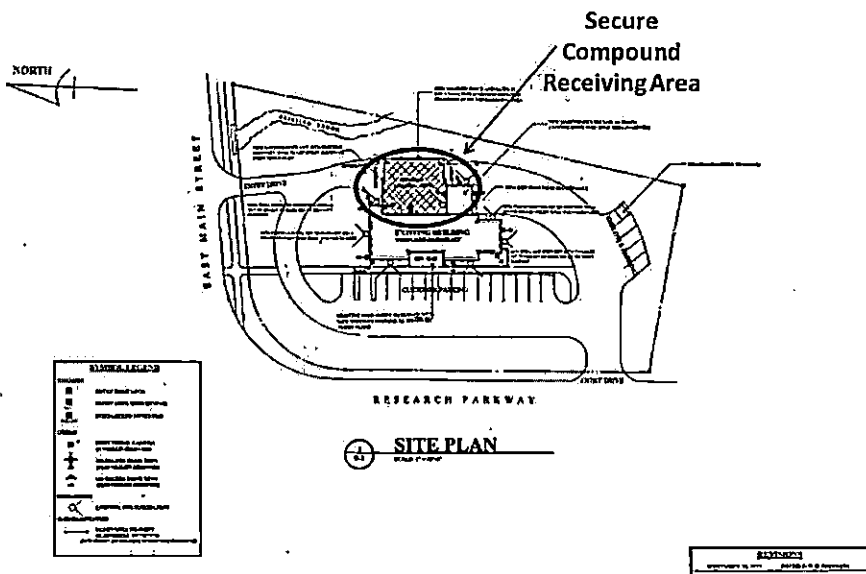
Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



4.5 Deliveries of medical grade marijuana from the grower to the dispensary

All deliveries to the facility are pre-scheduled and strictly controlled by onsite security personnel. During these deliveries, two additional security officers are required. All deliveries are received in the receiving compound located at the rear of the facility. Please refer to the site plan below for exact location.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



The procedures for receiving are as follows and must be strictly adhered to without exception.

- 1) Onsite security personnel are notified of the estimated time of arrival of the shipment and are on high alert.
- 2) The grower's delivery driver(s) are required to proceed to the gated security receiving compound where they are physically met by no less than two (2) additional security personnel. The security officers at the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

receiving area are in radio communication with the second floor control center operator and the first floor security officer. Once the driver has provided the proper identification, the security officer in the receiving area notifies the control center and authorizes the opening of the secured electronically controlled entry gate. Note that the exit gate remains locked. The grower's delivery driver pulls in to the receiving area and the first gate automatically closes via an electronic control circuit in conjunction with a motion sensor and proximity detector identifying that the vehicle is in the correct position.

3) Once the vehicle and shipment are retained within the secure compound receiving area the first floor security officer is notified. The first floor security officer then escorts out the authorized Hancock Wellness Center person(s) to receive the shipment and verify the manifest. All three (3) security officers accompany the authorized

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Hancock personnel to the secure entry port leading to the vault area.

NOTE: The receiving compound has continual visual monitoring via 3.0

megapixel cameras with an additional dedicated camera 3.0 megapixel;

this camera is positioned as to monitor person(s) approaching the entry

port. The entry port is equipped with a double redundancy entry key pad

requiring two (2) cognitive actions: first, the electronic access card must

be swiped and a separate PIN code must be entered by the Hancock

authorized personnel, and only he or she has access to the entry port door

PIN code. The port leads directly to the vault area. The vault is equipped

with a separate and individual card reader and a keypad entry device

where a separate PIN code (different from the entry port door) is required

for entry. The product is now secured within the specialized containment

area. The security officers are re-stationed once the shipment has been

secured, exiting the containment area, with the first floor security officer

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

returning to his/her post and the two remaining security officers returning to the receiving compound area. The authorized Hancock Wellness Center individual can now enter the vault using an electronic swipe card for access and a separate PIN code. Once the shipment has been secured in the vault the authorized Hancock personnel notifies the first floor security officer that the product is now secure. NOTE: The doors to the entry port are interlocked, ensuring that the vault cannot be accessed unless all port doors are secure and locked. Once this condition exists and the product has been secured, the two security officers in the receiving area are notified and the second floor control center operator opens the exit gate, allowing the delivery driver to exit the area. The two security officers remain in the secure compound area until the delivery vehicle has left and the interlocking gate is secured. Once the shipment has been securely received and delivered, the presence of these two officers is no

longer required and they are relieved of their post. All cameras located in the secure port and vault area automatically do individual 10-second clip downloads each time the door is accessed, providing a 3.0 megapixel positive ID image (PID) of any and all individuals entering the secure port or the vault. The interior of the vault is continually monitored with a 360° view 24 hours a day, 7 days a week.

Section 5: Equipment

5.1 Key List

Each time a master key is used it must be signed out in the master key log. You must include the following information on the log: Date, Time Out, Your Name, The Reason for Use, and Who Had Possession of the Key (if other than yourself), and Time In.

Designation	Location
B-1	Basement Maintenance Room
B-2	Basement General Storage Room
G-1	Ground Floor, Front Door

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

G-2	Ground Floor, Loading/Receiving Area Door
G-3	Ground Floor, Dispensary Area
G-4	Ground Floor, Pharmacy
G-5	Ground Floor, Vault Area
G-6	Ground Floor, Security
E-1	Elevator Key
S-1	Second Floor, Security Area
S-2	Second Floor, Storage Room
M-1	Maintenance Room
M-1	Generator

5.2 Two-Way Radio Operation and requirement

Channels Your radio should be kept on, on Channel 1, at all times to keep you alert to the activity of the facility and in touch with other security officers' staff.

Low Battery If your battery is low, the radio will intermittently sound a high-pitched beep. Replace the battery and place the other on the charging station.

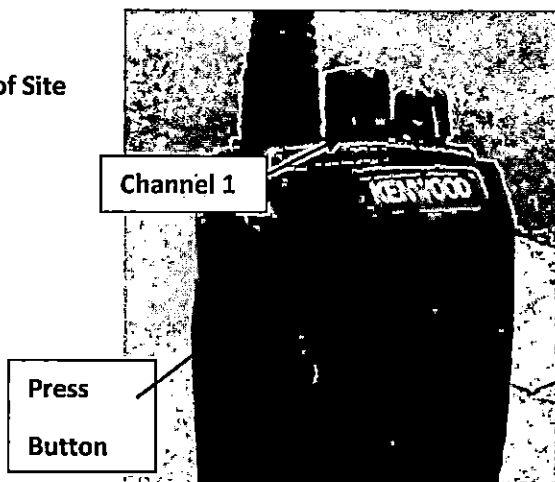
Transmitting & Receiving Broadcasts To transmit a broadcast, depress the large button on the side of the radio and announce your post to the post you are calling. For example, Post 1

might transmit: “Post 1 to Supervisor”, then release the transmit button to
again receive broadcasts.

If you have a long or sensitive transmission, request a phone call

supervisor/manager response.

View of Site
Radio



Section 6: Incident Report Writing

6.1 Questions. When completing Incident Reports, check to make sure you have

answered the following:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

WHO WHAT

Who was involved in the incident? What happened?

Who reported the incident? What do the witnesses know?

Who discovered the incident? What was the nature of the incident?

Who were the witnesses? What evidence was obtained?

Who was notified of the incident? What items were used?

What action was taken to remedy **WHERE** this situation?

Where did the incident take place?

Where are the witnesses located? **WHEN**

Where were the parties involved in When did the incident take place?

the incident at the time of the incident? When was the incident discovered?

Where are the parties involved in the When did you arrive on the scene?
incident now?

HOW

How did the incident happen?

How was the incident reported?

How was the incident discovered?

How were the parties involved identified?

6.2 Personal Descriptions. When describing unidentified persons in an

Incident Report, record the following information:

- Sex • Race
- Height • Weight
- Age • Eye color

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Speech characteristics
- Clothing (including style and color)
- Mannerisms or gestures
- Body type (tall, stocky, heavy set, thin, etc.)
- Hair color, length and style (note if hair appears to be a wig or hairpiece)
- Facial characteristics (facial hair, glasses, scars, facial structure, earrings, tattoos, etc.)
- Unusual physical characteristics (limp, hump, artificial limb, facial tics, etc.)

Example:

Suspect was a white male, 6 feet 2 inches tall, weighing about 230 pounds, stocky build and muscular. Apparent age of 20 - 23. Suspect had short, blonde hair in a crewcut, a narrow face with a light brown moustache, black plastic rim glasses, blue eyes and a gold post earring in his left ear. Suspect was wearing a blue denim jacket with a "Harley-Davidson" logo on the back, dirty white T-shirt, faded blue jeans and brown boots. Suspect also had several rings on both hands and nicotine stains on right forefingers and thumb. Suspect's voice was deep and gravelly. Suspect walked with a slight limp and a slouched posture and frequently sniffed as if he had a nasal problem.

6.3 Vehicle Descriptions. When describing vehicles in an Incident Report,

record the following information:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Type of vehicle
- License Plate number (always identify state)
- Make (manufacturer name)
- Expiration date of registration sticker
- Model
- Year of manufacture
- Number of doors
- Number of people in the vehicle
- Body style (sedan, station wagon, convertible, van, etc.)
- Color (primary color first, then secondary colors and location of secondary colors)
- Important identifying characteristics (ski racks, location of dents, missing hubcaps, bumper stickers, body decay or rust, etc.)

Example:

Suspect vehicle was a 2006 Chevy Blazer, two doors, red with a black top, Vehicle had a

silver ski rack, a large rusted dent in the passenger side door, a noisy muffler and a "Red

Sox" bumper sticker on the left rear bumper. Plate number was Massachusetts, 123-ABC

and registration sticker on plate expires December 2012.

Section 7: Public Relations

Overview

Your primary functions while assigned at Hancock Wellness Center are to

help maintain the security and safety of the facility, and provide assistance to

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

staff & patients.

The image that you portray is directly reflective on the overall

impression that employees and patients form of Hancock Wellness

Center staff, Phoenix Investigations and Allied Barton Security Services.

Greet each person with a smile and a welcome – it will make their experience

more enjoyable and a smile and pleasant demeanor are long remembered.

Appearance

The way you dress and hold yourself sets the tone for your day and has a

direct impact on your overall effectiveness at work. You should concentrate

each day on putting the following habits into practice:

- Make eye contact
- Stand at an erect but comfortable posture
- Keep a smiling face & a warm, pleasant tone of voice
- Be highly attentive & responsive to your surroundings
- Consistently have highly shined shoes
- Have a crisply pressed and neatly worn uniform

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

**Telephone
Operation**

Always be courteous, polite, and friendly while speaking on the phone.

Answer phone as follows:

“Good Morning/Afternoon/Evening, Hancock Wellness Center Security. Your name speaking. How may I help you?”

Confidentiality

In your capacity as a security officer assigned to Hancock Wellness Center,

you will constantly have access to sensitive information, both of a

professional and personal nature. You must **NEVER** divulge personal,

proprietary or confidential information, including information contained in

your procedural and logbooks, to anyone but the proper persons.

**Post
Appearance**

All security personnel assigned to each post are responsible for its cleanliness.

Both you and your surroundings are representative of a person's initial

impression of Hancock Wellness Center personnel, Phoenix Investigations,

and Allied Barton Security Services. To maintain the neatness of the post,

please dispose of old journals & stray pieces of paper and remove all personal

belongings at the end of your shift.

Section 8: Memorandums and Log Books

These items are designed to keep you abreast of any changes, temporary or permanent,

which are in effect at the site. Any questions regarding this material should be directed to

your on-duty supervisor or account manager.

8.1 Memorandums

The contents of these memos vary, but usually contain a clarification of an existing

procedure or an additional procedure to be followed on a temporary or permanent basis.

This information comes directly from Hancock Wellness Center, Phoenix Investigations & Allied
Barton Management.

8.2 Pass-Down Log

Proper Usage This log serves as a tool for site security officers to efficiently relay information on areas of concern or other issues in the building to officers on upcoming shifts. At the beginning of each shift, you are to review the log and initial any new entries to indicate that you have read and understand the provided information. This does not replace the verbal update each officer provides his/her relief but is merely an additional step to ensure all officers are aware of building problems.

Examples Entries in the log should include but are not limited to maintenance concerns such as clogged drains, elevator problems, employee/contractor activity or other information that has been passed on from building management or maintenance.

Necessity for Incident Reports Remember – if building management is not yet aware of a maintenance

or building concern, an Incident Report (*see Section 6*) should still be

generated to advise Facility & Allied Barton Management.

Section 9: Emergency Procedures

9.1 Fire & Trouble Alarm Procedures

9.1.1 What's the difference between the two?

When a trouble alarm annunciates, the sound is localized to that building's Fire Panel and **will not** resonate throughout that building. An example of what might cause a trouble alarm to sound is a smoke detector in the building that has a low battery. When the fire alarm goes off, the alarm will resonate from **both** that building's Fire Panel and from enunciators throughout that building and strobe lights will go off on all floors.

9.1.2 Reading the Panel. If you need to review the panel for the location of the alarm,

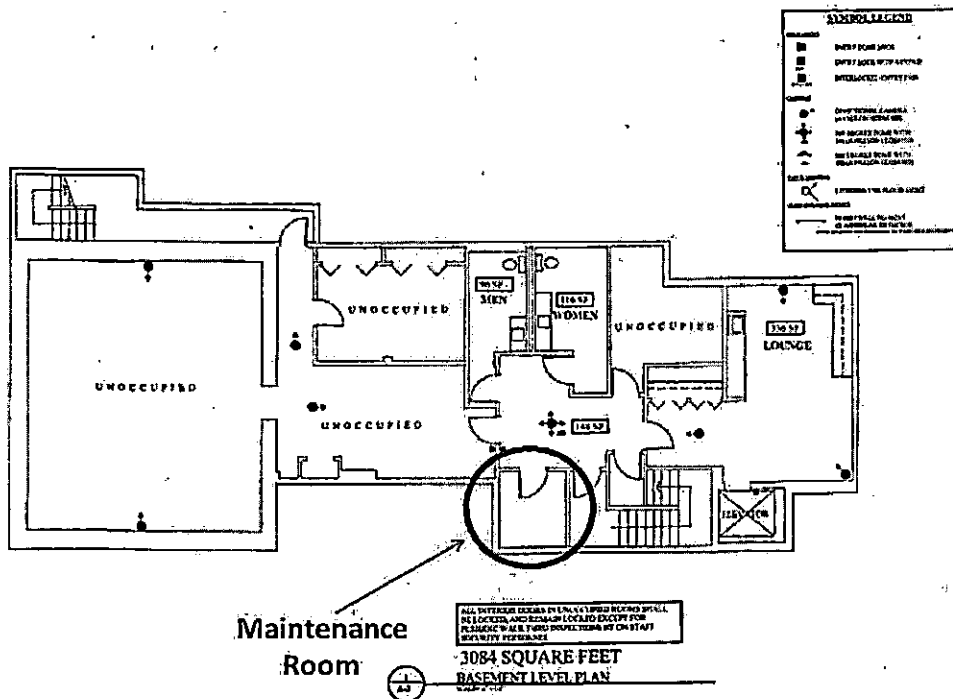
look for the description with the red (for fire) or yellow (for trouble) light next to

it and write down exactly what is indicated. **Do not reset the panel.**

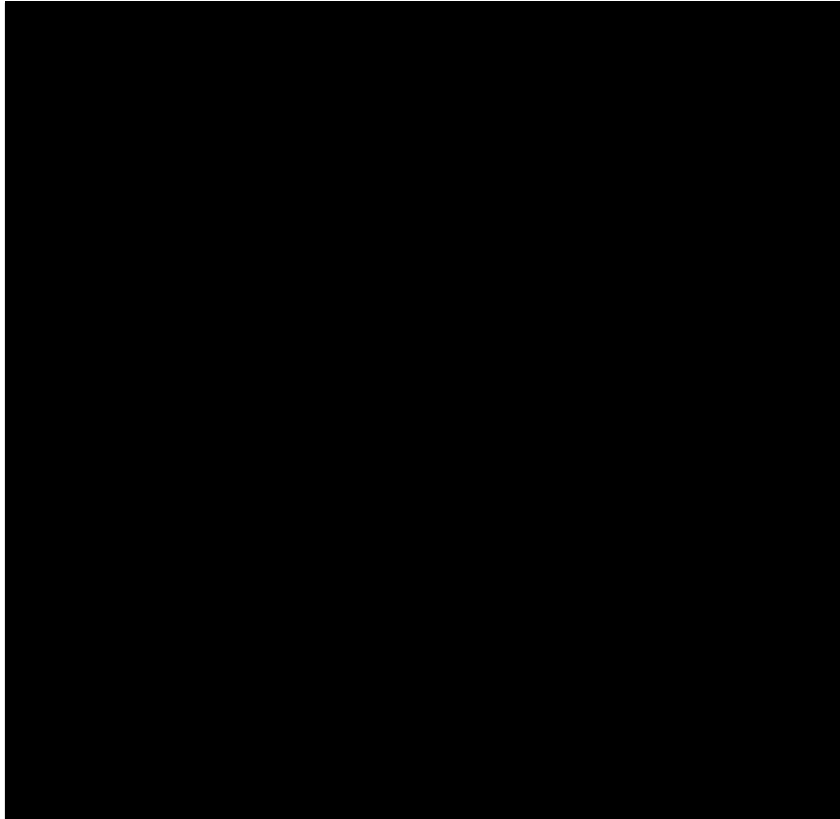
9.1.3 Fire Panel Locations. The fire panel (shown on the next page) is located on the

basement level floor in the maintenance room; see the diagram below for exact

location.



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



Remote Annunciator

RA-1000

The RA-1000 is a remote annunciator used to operate and program IFP-series fire alarm control panels (FACPs). The RA-1000's keypad and display match the built-in annunciator of the IFP-1000 control panel. The remote annunciator connects to the control panel via the RS-485 system bus. When the system is in normal operation and has AC power, the Power LED is lit and all other LEDs are off. The other LEDs turn on as alarms, supervisories, troubles, system silenced and AC power losses occur.

Features

- 80-character backlit LCD display (4 lines with 20 characters on each line)
- Tactile and audible feedback
- Accepts user codes or fire fighter's key
- Larger keypad buttons for system reset and silence
- RS-485 interface to panel
- Operation and appearance is identical to IFP-1000 built-in annunciator
- Install up to eight RA-1000s per FACP
- Support for simultaneous use of multiple RA-1000s
- On-board piezo sounder audibly indicates alarms, troubles, and supervisories
- Five status LEDs for alarm, supervisory, trouble, silence and AC power conditions
- Available in red or light gray
- Wiring lengths up to 6000 ft. from the FACP (depending on wire gauge and number of devices on SBUS)
- UL listed, complies with NFPA 72
- CSFM approved
- MEA

9.1.4 Fire Alarm Procedure

Overview How you react in the event of fire is essential to ensuring the safety of yourself and others. Therefore, you should become very familiar with the evacuation routes and exits of Hancock Wellness Center. Ensure that all employees are familiar with the procedure to follow in the event of an emergency as outlined in the company's Emergency Plan.

Procedure In the event of an alarm "RACE":

1. **R:** Remove anyone from immediate danger
2. **A:** Activate the building fire alarm system and call 911
3. **C:** Confine the fire by closing all windows and doors
4. **E:** Evacuate, leave the building

Extinguish the fire only if it can be done safely

How to Survive a Building Fire:

1. Crawl If There's Smoke
2. Feel Doors Before Opening
3. Go To The Nearest Exit
4. Always Use An Exit Stair, Not An Elevator
5. Close Doors

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

6. Use a fire extinguisher if the fire is very small and you know how to use it safely
7. If you are on fire - Stop, Drop and Roll
8. If You Get Trapped
 1. Close the door
 2. Seal cracks
 3. Open the windows if safe
 4. Signal for help and phone 911
 5. Don't jump; the fire department will reach you

If You are Physically Impaired:

1. If you are disabled (even temporarily), you should do the following:
 - a) Learn about fire safety
 - b) Plan ahead for fire emergencies
 - c) Be aware of your own capabilities and limitations
2. Look for "areas of refuge" like stair enclosures or other side of corridor fire doors. Elevators are not safe during fires.
Sometimes it may be safer to stay in your room. Follow the advice for being trapped.
3. If there is an immediate threat to safety, ask others near you for assistance. If no help is available, seek refuge in a room with a window or stairway. If possible, call "911" to report your location and receive instructions from the Emergency Operator.

Documentation The security officer(s) on duty must fill out an incident report with any known details of how the fire started and pertinent information regarding the fire.

9.1.5 *Trouble & Supervisor Alarm Procedure*

Verify Location Write down the location alarm point as indicated on the Fire Panel.

Notification Notify the local fire authority first. Next, call the Hancock Wellness Center maintenance supervisor and your account manager.

Documentation The security officer(s) on duty must fill out an incident report with any known details of how the fire started and pertinent information regarding the fire.

9.2 Medical Emergency

9.2.1 *You witness a medical emergency:*

Respond	<p>Determine the cause and extent of the emergency and note visible signs of distress. Calm the victim by speaking in a quiet, confident, and reassuring manner. Protect yourself before attempting to rescue another:</p> <ul style="list-style-type: none">• In cases of electrocution, be extremely careful of live wires and do not approach unless you can safely turn the current off.• Never touch bodily fluids (blood, saliva or urine) without using rubber gloves
Notification	<p>Call 911 and request Emergency Medical Services (EMS). Describe the nature of the injury/illness and direct them to the appropriate facility entrance</p>
Ambulance Arrival	<p>Dispatch the patrol officer to meet the ambulance & direct the EMTs to</p>

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

the patient.

Crowd Control All personnel not directly associated to giving medical aid should be cleared from the area.

Information Get any remaining identifying information regarding the victim from the EMTs, Fire Rescue, or Police Department when doing so does not intrude on their duties.

Notification If the emergency might have been caused by a discrepancy in the building (slippery floor, etc.) or the grounds survey the area and
&
Documentation provide a description of what you observe. Call your on-duty supervisor via landline to brief him/her on the situation, to include any apparent problems associated with the building.

Generate a complete and detailed Incident Report.

9.2.2 A medical emergency is reported to you:

Response

If the emergency was called in to you & you did not witness it, take down all relevant details (location, nature of problem, witness's name, call-back number).

Notification

Call 911 and request Emergency Medical Services (EMS). Describe the nature of the injury/illness and direct them to the appropriate entrance. If it is away from your area of direct response, notify the patrol officer/supervisor to respond and meet emergency personnel.

Ambulance Arrival

Meet the ambulance upon arrival (site-specific) and direct the EMTs to the patient.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Crowd Control All personnel not directly associated with giving medical aid should be cleared from the area.

Information Obtain any remaining identifying information regarding the victim from the EMTs, Fire Rescue, or Police Department when doing so does not intrude on their duties.

Notification If the emergency might have been caused by a discrepancy in the
&
Documentation building (slippery floor, etc.) survey the area and provide a description of what you observe. Call your on-duty supervisor via landline to brief him/her on the situation, to include any apparent problems associated with the building.

Generate a complete and detailed Incident Report.

9.3 Criminal Activity

Criminal activity can take two general forms. Appropriate response is as follows:

9.3.1 Non-violent (Trespass, Theft, Vandalism, etc.)

Crime in Progress, Suspects Present

1. Without endangering yourself, verbally challenge the suspects to cease their activity. Notify your account manager or Rover for immediate response.
2. Call 911. Relate the details of the incident and follow their instructions.
3. Generate a complete and detailed Incident Report.

Crime Has Already Occurred, Suspects Have Gone

1. If it is possible to investigate the incident to determine the immediate facts (nature of the unlawful activity, location of suspect, extent of injuries, etc.), obtain this information.

2. Contact the Shift Supervisor & relay all pertinent info.
3. Contact the Police Department, relate the details of the
incident and follow their instructions.
4. Generate a complete and detailed Incident Report.

9.3.2 Violent (Assault, Robbery, etc.)

1. Call 911. Call available rovers and your shift supervisor for assistance.
2. If possible, without endangering yourself, attempt to assist the victim and interrupt
the crime.
3. You or an available officer should meet BPD at the main entrance, direct them to the
location of the crime, & follow their direction.
4. Generate a complete and detailed Incident Report.

9.4 Weather Emergencies

General Severe weather conditions are usually anticipated and facility management will typically have ample opportunity to consider appropriate responses. However, you have the most direct visual of weather threats to your location and should relay any concerns. You may also receive direct communication regarding localized problems due to the visibility of your location; relaying this information is essential in preventing harm to persons or damage to property.

- Hazardous Conditions**
1. Snow accumulation of more than 1 inch
 2. Icing conditions
 3. Damaging winds or rain
 4. Fallen trees or tree limbs
 5. Any potential threat to person or property

Notification Contact (maintenance number) with any weather-related concerns.

9.5 **Maintenance On-Call Emergencies**

Overview Any unsafe conditions should be reported immediately to help prevent costly damage to the facility and interruption to the normal way of business. It is very important that all officers remain alert to such conditions. Any indication of leaking (water damage on ceilings or floors, dripping pipes, mildew marks) should be reported to your supervisor immediately.

Examples The following is a list of some malfunctions and emergencies that maintenance should be called for:

- The smell of gas or smoke
- Water leaking & frozen pipes
- Toilet or sink overflowing or stopped up
- No heat or air conditioning/convector

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Air conditioning or convector leak
- All fire or trouble alarms
- Any elevator problems

**Security
Equipment &
Card Readers**

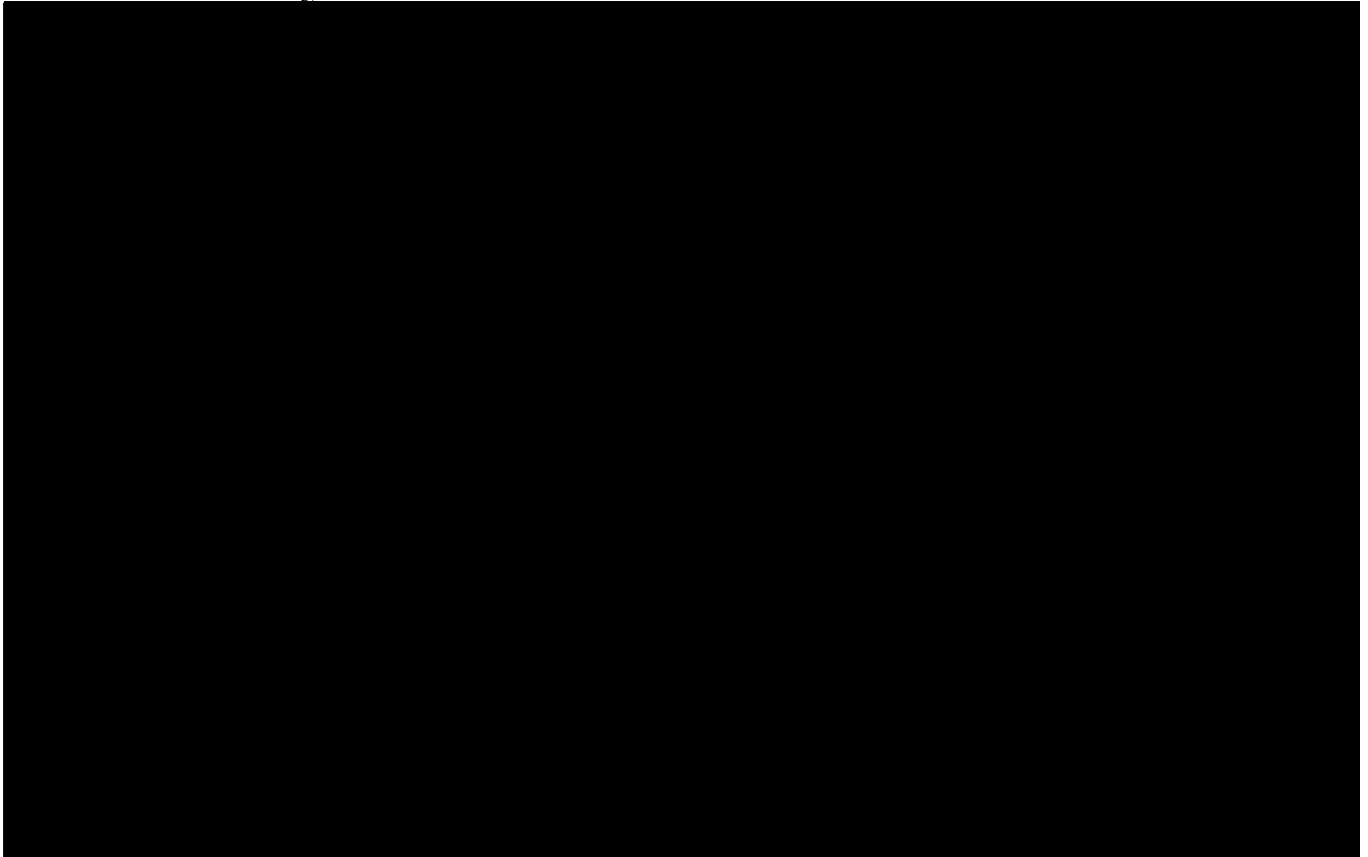
Notify your on-duty supervisor of all problems relating to security equipment

Any questions regarding when and to whom any calls should be made can be directed to your Account Manager.

9.6 Power Outage

In the event of a power failure, Hancock Wellness Center is equipped with an uninterrupted power supply (UPS) and an emergency generator, located in the facilities maintenance room next to the secured loading area (refer to the site map below). If there is a power failure, all access control systems and all cameras/monitoring equipment will continue to function uninterrupted until the emergency generator is automatically activated within 10 seconds of a detected electrical interruption. The emergency electrical generator is sized at 80KW and in excess of the 400 amp service to the building therefore

Hancock Wellness Center can operate fully-functional and autonomously for extended periods of time, only requiring period refueling of the generator.



CONTACT HANCOCK WELLNESS CENTER FACILITIES MANAGER

**Notification &
Documentation**

- Notify maintenance & your on-duty supervisor and follow their instructions.
- If you are questioned by building personnel, inform

them that the above contacts have been notified. Tell them the nature of the problem and the estimated time of repair if you know it.



- Generate a complete and detailed Incident Report.

9.7 facility Elevators

9.7.1 Elevator Operation

Requirements Emergencies and special client requests requiring the elevator to be on independent service are handled by the shift supervisor on duty.

Operation Using the barrel key, turn the Independent Service switch to “off”. The elevator will now not stop at any floor except for those hit inside of the elevator. Remember that the doors will remain open until you depress the Door Close button. You will need to hold the “Door Close” button until the doors are completely shut and the elevator has started moving.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

**Medical
Emergencies**

Take the elevator off of Independent Service (as above) and stand by on the ground floor to wait for emergency personnel to arrive. After you take them to the floor of the emergency, wait until they return. DO NOT allow passengers on the elevator during the emergency.

VIPs (N/A)

Operate as above. When holding the elevator for VIPs, do not allow non-associated passengers on the elevator unless you have been specifically authorized to do so.

9.7.2 Elevator Malfunctions, Non-Entrapment

If an elevator breaks down and you can verify that there is no one inside, adhere to the

following: **NOTIFY HANCOCK WELLNESS CENTER FACILITY MANAGER**

Information

Determine which elevator is stuck and, if possible, which floor the elevator is stuck on.

NOTIFY HANCOCK WELLNESS CENTER FACILITY MANAGER

Notification

Documentation Indicate the following on an Incident Report:

- The time/date that the malfunction was observed
- The time that the elevator repair company was notified
- The time/date the problem was corrected
- The cause of the problem, as reported by the elevator technicians

9.8 Elevator Entrapment

Information Determine which elevator is stuck and, if possible, which floor the elevator is stuck on. Find out how many people are in the elevator and get a description of the problem.

Notification Contact your on-duty supervisor and rover to respond. Contact the maintenance department at Hancock Wellness Center facility manager.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

Await Assistance The rover should meet the elevator company at the main entrance to

bring them to the elevator location.

Emergency! If the person inside of the elevator panics or suffers a medical

emergency, call 911 immediately and request an emergency extraction.

Documentation Generate a complete and detailed Incident Report.

9.9 Civil Disturbance

Contact Management & Police In the event of a civil disturbance such as a riot, demonstration,

picket, etc., contact your on-duty supervisor and Account Manager

immediately. Contact the police department to advise them of the

activity, the number of people, if assistance is needed, and what the

demonstration appears to be in regard to.

Secure Entryways **ALLOW ONLY AUTHORIZED PERSONNEL TO ENTER**

THE FACILITY

Interaction Advise employees & patients entering or exiting the building to avoid

confrontation with demonstrators. Refrain from making any

comments to the media.

Documentation Generate a complete and detailed Incident Report.

9.10 Bomb Threat

You may become aware of a bomb threat in multiple ways: you can visually see or

someone reports a suspicious physical device or the bomb threat can be called or

messed in directly.

9.10.1 You receive the call:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

- Phone Call** Attempt to keep the caller on the line as long as you can. Obtain as much information as possible & focus on remaining calm.
- Ask the caller to repeat the message.
 - Write down every word that spoken by the person but do not try to use any recording devices. This is a Title 3 violation and is illegal in the state of Connecticut.
 - Ask when the device will detonate.
 - Ask the location of the device.
 - Pay particular attention to background noises, which might give a clue as to where the call is being made from.
 - Pay close attention to the speech and voice patterns of the caller.

Record Info As soon as the caller hangs up, complete a **Bomb Threat Questionnaire**.

Notification First Call 911. Next, call the Building Manager and your account manager to relay the bomb threat information.

Questions... If questioned by people about police activity, advise them that the facility has received a bomb threat and the police and bomb squads have

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

been notified. Further advise them that all persons entering or remaining do so at their own risk. **Do NOT deny entrance to the building unless you have been directed to do so by the Police Department. Keep vigilance for anything that strikes you as unusual.**

Cleared Once the bomb squad has cleared the threat, resume normal procedures.

Documentation Generate a complete and detailed Incident Report.

9.10.2 Someone else receives the call:

Record Info Have the person complete a **Bomb Threat Questionnaire** form.

Notification While the person is filling out the form, call 911. Next call the Building Manager and your Account Manager to relay to them the threat information.

The person who reported the call will need to stand-by and await police arrival. While waiting, record that person's name, department & other relevant information.

Questions... If questioned by people about police activity, advise them that the facility has received a bomb threat and the police and bomb squads have been notified. Further advise them that all persons entering or remaining do so at their own risk. **Do NOT deny entrance to the building unless you have been directed to do so by the Police**

Department. Keep vigilance for anything that strikes you as

unusual.

Cleared Once the bomb squad has cleared the threat, resume normal procedures.

Documentation Generate a complete and detailed Incident Report.

9.10.3 Actions Around Suspicious Devices

If a suspicious object is discovered, officers will need to

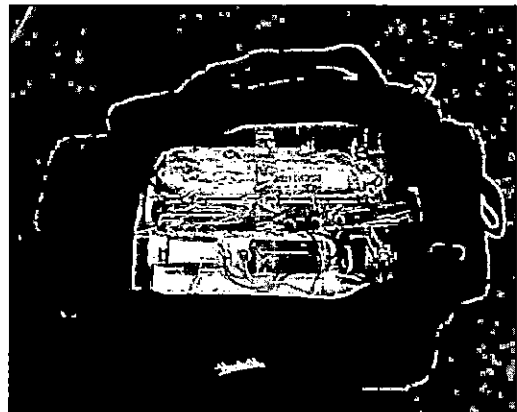
barricade off the area in order to prevent public access.

Your Account Manager will assist you in this process.

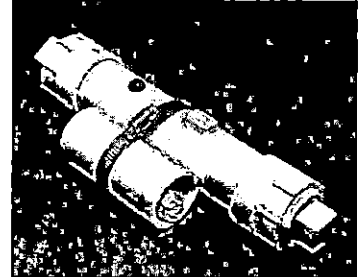
Adhere to the following when dealing with potential

explosive devices:

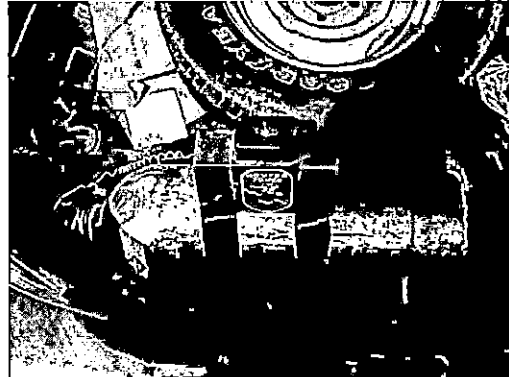
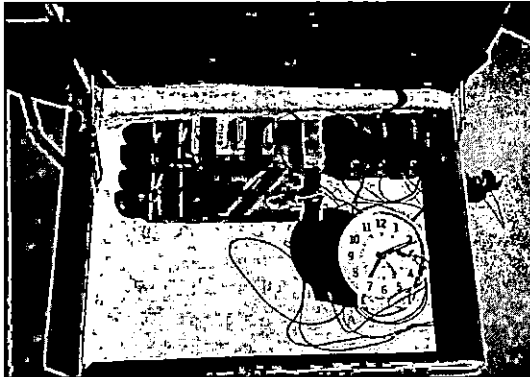
- Do not touch, open, kick or otherwise make contact with the object.
- Do not smoke.
- Do not transmit on portable radios, cell phone, or use any electronic devices.
- Make all notifications by landline telephone.



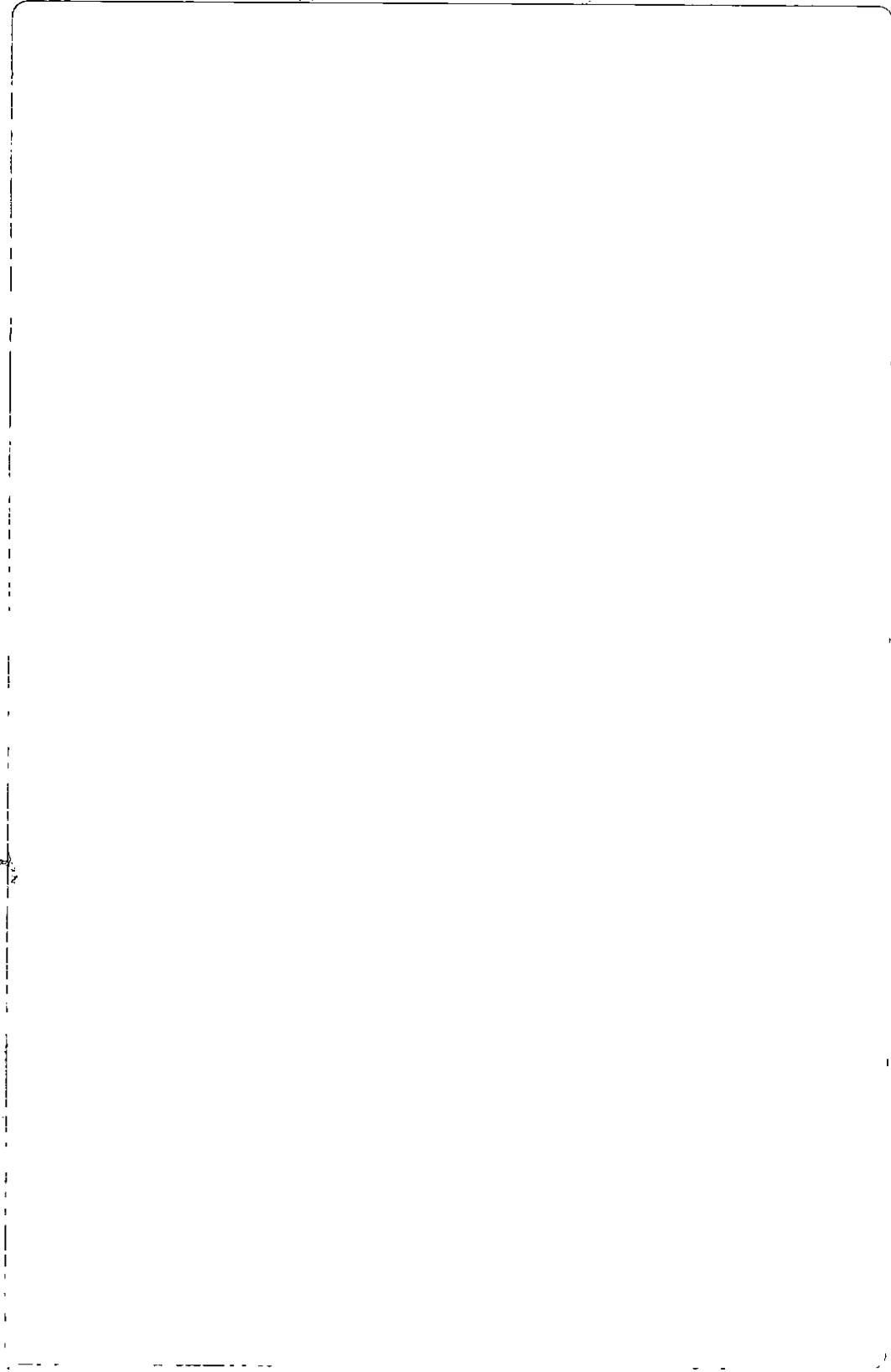
- Clear the area of occupants at least 300 feet from the object.
- Ventilate by opening doors and windows.
- Do not submerge an object in water.
- Do not cut any strings or other protruding material.
- Do not turn a cylindrical object.
- Do not lay a bottle on its side.
- Do not unscrew a cover or cap.
- Do not lift the cover or lid of a box.
- Do not use metallic tools in the area of the package.
- Do not accept marking or warnings as legitimate.



9.10.4 Examples of Explosive Devices

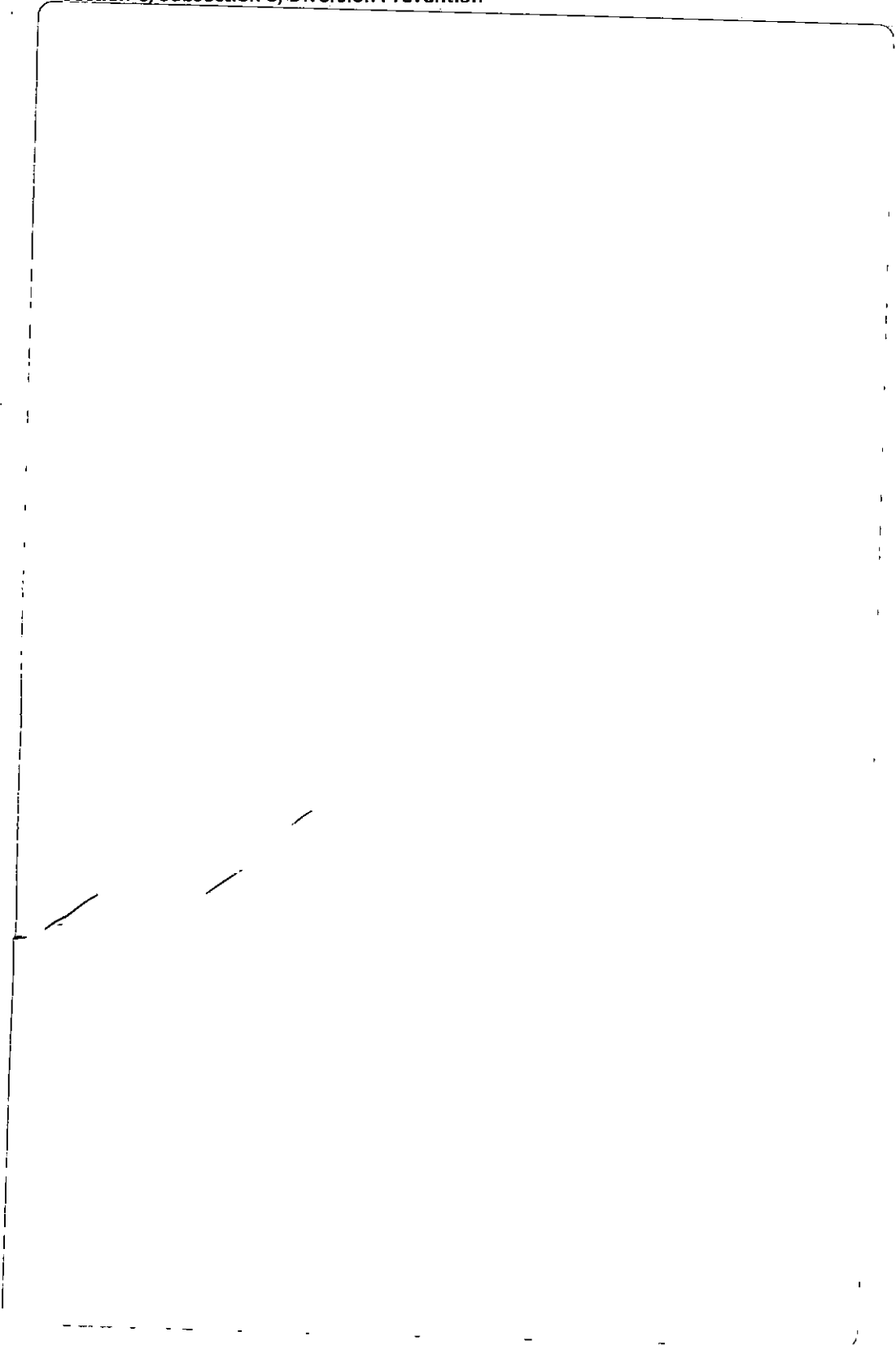


Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

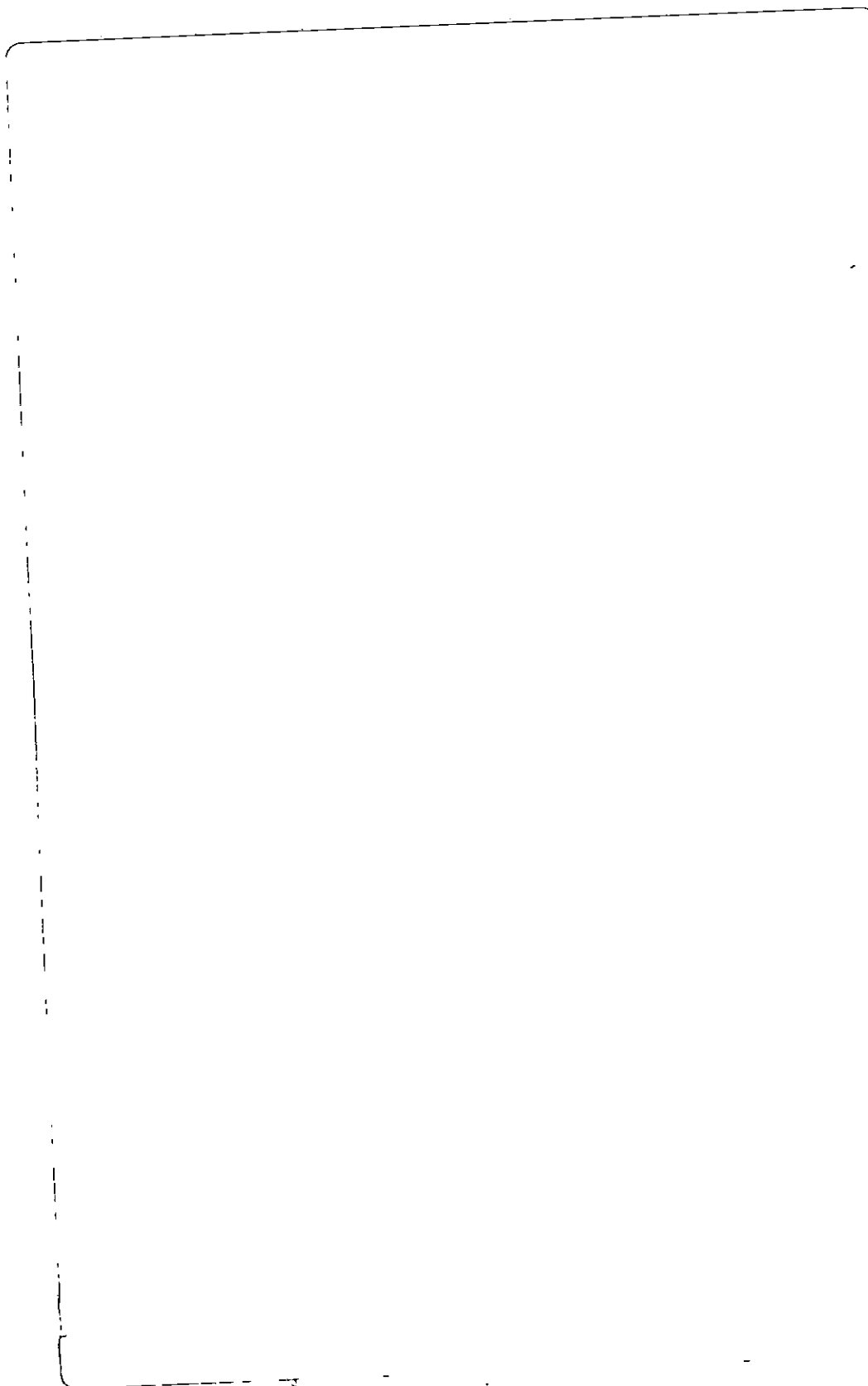
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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 8, Diversion Prevention



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section D, Subsection 1, Marketing Plan

Every individual who registers as a medical marijuana patient through the Department of Consumer Protection has a heightened awareness of how and where they can purchase their medical marijuana. DCP's website is very explicit about the specific dispensaries located within the state and has contact information, including a link to each dispensary's website. This is in contrast to any other retail pharmaceutical situation where millions of dollars are spent by manufacturers and drug store chains in widespread marketing to lure the patient to a specific medication and a specific pharmacy.

Because of the limited and contained nature of the medical marijuana program, it is the belief of Hancock Wellness Center that marketing by HWC needs to be limited to the specific patients and doctors who are involved in the program.

HWC plans to create a simple website that will list hours of operation, have both a web-based and phone-based method of setting up an appointment, and have information on the specific products HWC sells, with associated retail price.

HWC will also create a simple brochure about itself, which can be given to doctors, containing the same information as shown on the website.

HWC is aware that patients will be able to choose among several dispensaries and will secure the loyalty of its patients by keeping its costs reasonable and therefore its prices reasonable.



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470
 DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106
 PHONE: 860-509-6003 WEBSITE: www.concord-sols.ct.gov

**ARTICLES OF ORGANIZATION
 LIMITED LIABILITY COMPANY - DOMESTIC**

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Gerald E. Farrell, Jr. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) HANCOCK WELLNESS CENTER LLC		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL. PRINT OR TYPE FULL LEGAL NAME: Gerald E. Farrell, Jr.		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 6 North Main Street, Suite 202 CITY: Wallingford STATE: CT ZIP: 06492		ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492
SIGNATURE ACCEPTING APPOINTMENT: 		

B. IF AGENT IS A BUSINESS:
 PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:
 CITY:
 STATE: ZIP:
 SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:
 PRINT NAME & TITLE OF PERSON SIGNING:

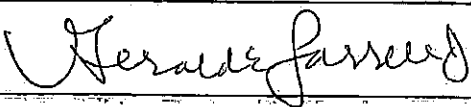
**6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)
 ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.**

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Gerald E. Farrell, Jr.	Member	6 North Main Street, Suite 202 Wallingford, CT 06492	54 North Elm Street Wallingford, CT 06492

7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES
 MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

8. ENTITY EMAIL ADDRESS-REQUIRED: (IF NONE, MUST STATE "NONE.")
 jerryfarrell68@gmail.com

9. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)
 DATED THIS 19th DAY OF August, 2015

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Gerald E. Farrell, Jr.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5982 OR GO TO www.ct.gov/drs

HANCOCK WELLNESS CENTER, LLC. OPERATING AGREEMENT

This **LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "Agreement") is dated September 12, 2015, and is between Hancock Wellness Center, LLC a Connecticut limited liability company, (the "Company"), and the persons set forth on Schedule A (individually, a "Member" and collectively, the "Members").

WHEREAS, the Members have caused a limited liability company to be formed on August 31, 2015; and

WHEREAS, the Members and the Company desire to adopt this Agreement.

The parties therefore agree as follows:

1. Terms and Conditions

(a) **Organization.** The Members have caused the Company to be formed as a limited liability company for the purposes and scope set forth in this Agreement. This Agreement shall govern the relationship between the Members, the Board of Managers, and the Company. The respective ownership interests of the Members in the Company are set forth on Schedule A. The Company has been organized under the Connecticut Limited Liability Company Act (the "LLC Act"). Except to the extent set forth in this Agreement, the rights, powers, duties, and obligations of the Company and of each Member are governed by the LLC Act. The Company will be treated as a partnership for income tax purposes. Each Member's interest in the Company is intended to be personal property for all purposes. All real and personal property owned by the Company is, and is deemed to be, owned by the Company, and no Member individually has or will have any ownership rights with respect to such property by virtue of the Member's ownership interest in the Company. No new member may be admitted to the Company except in accordance with Section 5.

(b) **Name.** The name of the Company will be Hancock Wellness Center, LLC (the "LLC"). The Company shall conduct its business under that name, and the Company shall hold all its assets under that name; provided, however, that upon the affirmative vote of all the Members, the Company may file and operate under an alternative name. The principal place of business of the Company is located at 6 North Main Street, Suite 202, Wallingford, CT 06492, or at such other location as may be approved by the Members from time to time.

(c) **Certificate of Formation.** On August 31, 2015, the Members caused to be filed with the Secretary of the State of Connecticut, on behalf of the Company, a Certificate of Formation in accordance with the LLC Act. The Board of Managers shall execute such other documents and instruments and take such other actions as they deem necessary or appropriate to effectuate and permit the formation of the Company under the LLC Act or to conduct business in any jurisdiction. The Board of Managers shall take appropriate action, including preparing and

filing such amendments to the Certificate of Formation as may be required from time to time by the LLC Act.

(d) **Registered Agent and Office.** The registered agent for the Company shall be Jerry Farrell, Jr. Esq., 6 North Main Street, Suite 202, Wallingford, CT 06492, or such other location as the Board of Managers may determine from time to time.

2. **Term.** The term of the Company commenced on the date the Certificate of Formation was filed in the Secretary of the State of Connecticut and will continue until the first of the following shall occur: (a) all or substantially all of the assets of the Company are sold or transferred; (b) the Company is dissolved; or (c) this Agreement is terminated pursuant to Section 10. Except as permitted in this Agreement, each Member shall not withdraw from the Company, assign such Member's interest in the Company, or take any voluntary action that would have such effect before the dissolution and winding up of the Company.

3. **Scope and Purposes.** The Company was formed to construct, own, and operate a dispensary facility in compliance with and pursuant to (i) the Connecticut General Statutes, Chapter 420f, Section 21a-408 et seq., *A Act Concerning the Palliative Use of Marijuana* and the regulations of the State of Connecticut adopted in connection therewith (i.e., Regulations of Connecticut State Agencies as amended Sections 21a-408-1 to 21a-408-70); and (ii) that certain Memorandum issued by James Cole, Office of the Deputy Attorney General, Department of Justice, U.S. Government, dated August 29, 2013, and entitled "Guidance Regarding Marijuana Enforcement," together with such lawful actions, decisions and activities as are permitted for limited liability companies under the laws of the State of Connecticut and as may be necessary and desirable in furtherance of such primary purpose, all as determined by the Board of Managers.

4. **Ownership, Capital, Financing, Distributions, Allocations, Member Services, and Competition.**

(a) **Ownership.** A Member's ownership interest in the Company is represented by units of ownership interest ("Units"). Each Member intends that such Member's ownership interest in the Company and in the Units will for all purposes be deemed to be personal property. A Member holds only the Member's Units and has no interest in specific Company property. The total number of authorized Units is one million (1,000,000). Each Unit issued represents that percentage of ownership in the Company calculated by dividing the Unit by the total number of Units issued and outstanding among all the Members and multiplying by 100.

(b) **Capital Accounts.** The Company shall establish and maintain a capital account for each Member. No interest will be payable on a Member's capital account.

(i) The Company shall credit each Member's capital account with the dollar amount of:

Department of Consumer Protection -- Dispensary Facility RFA, September 2015
Section E. Subsection I. Operating Agreement

(1) money contributed as capital by that Member to the Company from time to time;

(2) the share of profits of the Company allocated to that Member;

(3) any items in the nature of income or gain that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of property contributed by such Member (net of any liabilities secured by such property that the Company assumed or took subject to).

(ii) The Company shall debit each Member's capital account by the dollar amount of:

(1) the share of losses of the Company allocated to such Member or for which that Member is responsible pursuant to this Agreement;

(2) cash distributed to that Member pursuant to any provision of this Agreement;

(3) any items in the nature of expenses or losses that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of any property distributed to such Member (net of liabilities secured by such property that the Member assumed or took subject to).

To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Internal Revenue Code of 1986, as amended. (the "Code"). is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) by the Company, and the Company shall specially allocate such gain or loss to the Members in a manner consistent with that in which their capital accounts are required to be adjusted pursuant to the treasury regulations promulgated under the Code (the "Regulations").

In cases where Code Section 704(c) would apply to the contribution of property to the Company, the Company shall adjust the Members' capital accounts as set forth in Regulation Section 1.704-1(b)(2)(iv)(g).

In determining the amount of any liability for purposes of this Section, the Company shall take into account Code Section 752 and any other applicable provisions of the Code and Regulations thereunder.

These provisions relating to the maintenance of capital accounts are intended to comply with Regulation Section 1.704-1(b), and to be interpreted and applied in a manner consistent with that Regulation. If the Managers determine (at the initiative of any one Manager or upon a request from a Member that a majority of the Managers do so) that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed to comply with that Regulation, the Managers may make such modification; provided that such modification is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 12 upon the dissolution of the Company. The Managers shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the capital accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulation Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

(c) Capital Contributions.

(i) Generally. Members' contributions to the Company may be cash, other property, or services rendered to the Company; provided, that those contributions which are specified herein as being required to be made in cash shall in fact be made in cash. If other than cash, the Board of Managers shall reasonably determine in good faith the value, if any, to be attributed to the property or services contributed and how such contributions will be treated by the Company.

(ii) Capital Contributions. Each Member shall contribute the capital contribution in the amounts and at the times set forth on Schedule A. Except as otherwise set forth in Schedule A, the Chief Executive Officer may issue a call for the contribution of capital at such times and in such amounts as such Officer may deem appropriate but generally consistent with the budget attached hereto as Schedule B. Such calls shall be made in the same manner as Notices are to be sent pursuant to this Agreement. Time shall be of the essence in delivering such contributions to the Company; provided, that a Member shall not have less than five (5) business days from the delivery of a capital call notice to provide good funds to the Company. If a Member shall fail to contribute any of the capital in any of the amounts and/or at any of the times as set forth in such Notice(s), the following shall occur:

(A) such Member shall be deemed to have withdrawn as a member of the Company and shall thereafter have no further rights as a Member of the Company;

(B) the capital account of such Member shall be reduced to zero and the amount of such reduction shall be treated as a loan to the Company by such Member, which loan shall:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 1, Operating Agreement

(I) accrue simple interest at the lowest rate permitted by the Internal Revenue Code then applicable without the attribution of income to the debtor thereof; and

(II) shall be subordinate to all other debt of the Company (i.e., all debt owed to any and/or all other Members and/or to any and/or all third parties).

(iii) Additional Capital Contributions. Except for contributions made to the Company as of the date of this Agreement and except as otherwise required by the LLC Act or provided in a written subscription, contribution, purchase, or other agreement between the Company and the relevant Member, a Member is not required to make any additional capital contributions to the Company. If the Board of Managers determines in good faith that the Company requires additional capital to meet its financial or operational needs, and those then-current Members required to contribute capital have in fact done so to the extent of their obligations hereunder, the Board of Managers may notify the Members of same and the Members may provide additional capital to the Company on a pro-rata basis and in their discretion: (1) as loans on commercially reasonable terms; or (2) as additional paid-in capital. If a Member declines to provide the Member's pro-rata amount of such capital, the remaining Members may, on a pro-rata basis, provide said amount.

(d) Allocation of Profits and Losses. All Company items of Profits and Losses shall be allocated by the Company in accordance with the applicable percentage set forth for each Member on Schedule A and in accordance with this Section.

If Members are admitted to the Company pursuant to this Agreement on different dates, the Profits or Losses allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in accordance with the applicable percentage set forth for each Member on Schedule A for the relevant period during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Tax Matters Member.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided by the Company among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction (including depreciation) with respect to any property contributed to the capital of the Company by a Member shall, solely for tax purposes, be allocated by the Company among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value at the time it was contributed to the Company. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 4(d)(i)(2), subsequent allocations of income, gain, loss and deduction with respect to such asset will take account of any variation between the adjusted basis

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 1, Operating Agreement

of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

To the extent that any allocation of income or gain made pursuant to this Agreement includes the allocation of an item of income or gain that is recaptured as ordinary income under Code Sections 1245 or 1250, such ordinary income will be allocated to the Members who received the allocation of the depreciation or cost recovery deductions that generated the ordinary income recapture in proportion to their shares of such deductions, provided that such allocation of ordinary income will be limited to the amount of income or gain allocated to each such Member for the period to which such allocation relates.

No Member shall be allocated any item of Losses or deduction by the Company to the extent said allocation will cause or increase any deficit in said Member's capital account as of the end of the tax year to which such allocation relates. In determining the above, a Member's capital account shall be reduced for the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). If any Member with a deficit in their capital account unexpectedly receives any adjustment, allocation or distribution described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then items of income and gain shall be specially allocated to such Member by the Company in an amount and manner sufficient to eliminate the deficit in said Member's capital account created by such adjustment, allocation, or distribution as quickly as possible. In the event any Member has a deficit in such Member's capital account at the end of any tax year that is in excess of the sum of (i) the amount such Member is obligated to restore and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Regulation Section 1.704(b)(4)(iv)(f), each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible.

For purposes of this Section 4(d), the following definitions apply:

(i) "Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(1) the initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset, as agreed to by the contributing Member and the other Members;

(2) the Gross Asset Value of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Company, as of the following times: (i) the acquisition of any additional Units in the Company by any existing Member or additional Member in exchange for more than a *de minimis* capital contribution; or (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; and

(3) the Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution, as determined by the Members. If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 4(d)(i)(1) or Section 4(d)(i)(2), such Gross Asset Value will

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection I, Operating Agreement

thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(ii) “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s net taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)), with the following adjustments:

(1) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to such taxable income or loss;

(2) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as expenditures described in Code Section 705(a)(2)(B) pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from such taxable income or loss;

(3) in the event the Gross Asset Value of any Company asset is adjusted in accordance with Section 4(d)(i)(2) or Section 4(d)(i)(3), the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(4) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; and

(5) notwithstanding any other provision of this Section 4(d)(ii), any items that are specially allocated pursuant to this Section will not be taken into account in computing Profit or Loss.

(e) **Member Expenses.** A Member is entitled to be reimbursed for all ordinary and reasonable expenses incurred in the performance of the Member’s services on behalf of the Company but only to the extent that any such expenses are pre-approved by the Board of Managers. Each Member shall submit an expense report to the Company on a monthly basis, on or before the 5th day of each month for the prior month. Any expenses that are not appropriately documented or that were not pre-approved will not be reimbursable by the Company. The Company may supersede the provisions of this Section 4(e) by adoption of an expense policy by the Board of Managers.

(f) **Member Services and Compensation. [Intentionally omitted.]**

(g) **Expenses; Distributions.**

(i) Expenses. Before payment of Distributions, the Company shall pay current installments due to any institutional lender and Operating Expenses, as and when due.

Department of Consumer Protection – Dispensary Facility RFA. September 2015
Section E, Subsection 1. Operating Agreement

(ii) Distributions. Subject to the terms of this Agreement, the Board of Managers may make such Distributions of cash and other Company assets among the Members in such aggregate amounts as the Board of Managers may determine from time to time, provided that all such Distributions shall be made only in the following order and priority:

(1) First, to the Members as a Tax Distribution. So long as the Company is treated as a partnership for federal and, if applicable, state income tax purposes, the Company shall use reasonable efforts to make distributions to each Member within ninety (90) days after the end of each Fiscal Year of the Company, to the extent that funds are legally available therefor and would not materially impair the liquidity of the Company with respect to working capital, capital expenditures, debt service, reserves, or otherwise and would not be prohibited under any credit facility to which the Company is a party, an amount of cash (a "Tax Distribution") which in the good faith judgment of the Board of Managers equals the excess, if any, of (i) the product of (x) the amount of taxable income allocable to the Member in respect of the period beginning on the date hereof and ending at the close of such Fiscal Year, multiplied by (y) the combined maximum federal, state, and local income tax rate to be applied with respect to such taxable income (calculated by using the highest maximum combined marginal federal, Connecticut, and local income tax rates to which any Member could be subject) for such period (making an appropriate adjustment for any rate changes that take place during such period), over (ii) all prior Distributions made to such Member since the date hereof. If taxable income is reallocated among the Members with respect to a Fiscal Year (whether because of the filing of an amended tax return for the Company, a determination by the Internal Revenue Service, a judgment of a court, or for any other reason), the amounts distributable to the various Members pursuant to this Section 4(g)(ii) following such reallocation shall be adjusted (i) to cause each Member to receive aggregate distributions pursuant to this Section 4(g)(ii) equal to the amount to which such Member is entitled pursuant to the provisions of the preceding sentence (applied after taking such reallocation into account and subject to the provisions of clause (ii) of this sentence), and (iii) to compensate (on an after-tax basis through increased distributions) each Member who is allocated additional taxable income pursuant to such reallocation for interest and penalties (if any) attributable to taxes on such additional taxable income, the economic burden of such compensation to be borne (through decreased distributions) by the Member or Members whose allocation of taxable income is reduced pursuant to such reallocation.

(2) Second, to the Members according to their Allocation Percentages to the extent of their capital contributions ("Return of Capital Distributions").

(3) Third, to the Members according to their Allocation Percentages.

(iii) Distributions on Liquidation. Upon the liquidation of the Company, the cash and other assets of the Company available for distribution (determined in accordance with Section 12) shall be distributed by the Company among the Members in the same manner and order of priority as set forth in Section 4(g)(ii).

(iv) Persons Receiving Distributions. Each Distribution shall be made

to the person shown on the Company's books and records as Members as of the date of such Distribution; provided, however, that any transferor and transferee of Units may mutually agree as to which of them should receive payment of any particular distribution.

(v) **Definitions.** "Distribution" means, except as otherwise provided in this Agreement, each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase, or otherwise; provided that none of the following will be deemed to be a Distribution: (i) any recapitalization or exchange or conversion of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units; (ii) repayment of loans and other indebtedness of the Company to a Member or an Affiliate of a Member; and (iii) payments of salaries, fees or bonuses, reimbursements of expenses and other compensation or recompense to a Member or an Affiliate of a Member for services rendered to, or expenses incurred on behalf of, the Company or its Affiliates (which such payments shall be deemed expenses of the Company).

"Operating Expenses" means only the following expenses incurred in the ordinary course of business and determined in accordance with generally accepted accounting principles: cost of goods sold; overhead (including (as applicable) but not limited to: rent, insurance, utilities (including telecommunication charges, website hosting expenses, and electricity); storage costs; shipping costs; salaries and benefits (if any) of employees; consultants' and professionals' compensation and reimbursable expenses; advertising, marketing and promotional expenses; taxes and tax reports; regulatory compliance; legal and accounting fees and expenses; debt service and principal repayments; financing, refinancing and closing costs; and any other expenses incurred by the Company that are approved by the Board of Managers that are generally consistent with the Schedule B attached hereto and made a part hereof. If any Member objects to the compensation and benefits being paid to any Officer or employee who is also a Member, the Board of Managers shall engage a compensation consultant to evaluate the reasonableness of such compensation and benefit package. If such consultant determines that the actual cost of compensation and benefits package for such Officer or employee exceeds a reasonable amount for an officer or employee of such kind by more than fifteen percent (15%), such compensation and benefits package shall be reduced by the Board of Managers to a cost that is equal or less than one hundred fifteen percentage of such "reasonable" cost.

(h) **Non-competition.** At all times while a Member or Manager of the Company and for a period of one (1) year thereafter, a Member or Manager shall not, as a principal, agent, employee, employer, consultant, shareholder, investor (other than as an investor in a publicly traded company), director or co-partner of any person, firm, corporation, or business entity other than the Company, or in any individual or representative capacity whatsoever, directly or indirectly, without the express prior written consent of at least two Members who are on the Board of Managers : (i) engage or participate in any business in the State of Connecticut, whose products or services are, or seek to be, competitive with those of the Company in the State of Connecticut; (ii) become employed by a firm, corporation, partnership or joint venture that competes, or seeks to, with the business of the Company in the State of Connecticut.; or (iii) aid or counsel any other person, firm, corporation or business entity in the State of Connecticut, to do

any of the above. The restrictions of this Section will not apply following the sale of substantially all of the assets of the Company or the dissolution or winding up of the Company.

(i) **Ownership of Intellectual Property.** Each Member and Manager acknowledges that while providing services to, for, or on behalf of the Company (whether or not employed by the Company), such Member or Manager may, either alone or in conjunction with others, be responsible for, or contribute to, the creation or development of patentable inventions, technology, software, databases, audio-visual works, designs, trademarks, service marks, slogans, logos, works of authorship (e.g., websites, manuals) or design, or parts of any such material solely for the use by the Company in furtherance of the Company's purposes as set forth in Section 3 above (collectively, "Intellectual Property"). Each Member or Manager acknowledges that all such Intellectual Property developed or conceived during the term of such services, whether or not finalized or developed to a point of commercial marketability before or after the end of the term of services and whether made by Member or Manager alone or jointly, will be works made for hire under the United States Copyright Act, and as such, will be the property of the Company from the date of their conception, whether or not patent or copyright applications are filed with respect thereto. Notwithstanding the foregoing, each Member shall be entitled to use (but not convey) such Intellectual Property on a royalty-free basis alone and/or with others, in connection with other businesses, ventures and endeavors (but without violating the non-compete provisions of this Agreement) as each such Member may from time to time deem beneficial, desirable or appropriate. To the extent that any Intellectual Property prepared by a Member or Manager on behalf of the Company is not considered a work made for hire, the Member or Manager hereby irrevocably and unconditionally assigns any copyright, patent, or registered design, and all Intellectual Property and rights in it and them to the Company. Each Member or Manager shall take whatever actions may be reasonably required of the Member or Manager by the Company to vest such ownership in the Company and to perfect such right (including the preparation and execution of patent, copyright or registered design applications with respect to Intellectual Property). Each Member or Manager acknowledges that all patent, copyright or registered design filings with respect to Intellectual Property will be made in the name of the Company and at the Company's expense. Each Member or Manager hereby waives any and all rights in the Intellectual Property and assigns such rights to the Company. Notwithstanding the foregoing, all of the Members acknowledge and agree that all accounting, legal, agricultural, operations, growing/cultivation, security, and regulatory compliance methods and processes (i.e., "know-how") shall not constitute Intellectual Property and no Member shall take any action, directly or indirectly, on such Member's behalf or on the Company's behalf, to assert any right with regard thereto.

(j) **Confidentiality.** Each Member or Manager expressly acknowledges that such Member or Manager may receive confidential and proprietary information relating to the Company, including information relating to the Company's financial condition, business plans and Intellectual Property and that the disclosure of such confidential information to a third party would cause irreparable injury to the Company. Except with the prior written consent of the Board, no Member or Manager shall disclose any such information to a third party (other than on a "need to know" basis to any Affiliate or any employee, agent, representative or contractor of the Company (each of whom shall agree to maintain the confidentiality of such information)).

and each Member or Manager shall use reasonable efforts to preserve the confidentiality of such information. The obligations of a Member or Manager under this Section shall survive the termination of this Agreement or cessation of a Member's or Manager's status as a Member or Manager for a period of twelve (12) months. Notwithstanding the foregoing, a Member or Manager will not be bound by the confidentiality obligations in this section with respect to any information that is currently or becomes: (a) required to be disclosed by such Member or Manager under applicable law, including federal or state securities laws, or court order (but in each case only to the extent of such requirement); (b) required to be disclosed to protect such Member's or Manager's interest in the Company or enforce such Member's or Manager's rights under this Agreement (but in each case only to the extent of such requirement and only after consultation with the Company); (c) publicly known or available in the absence of any improper or unlawful action on the part of such Member or Manager; (d) known or available to such Member or Manager via legitimate means other than through or on behalf of the Company or the other Members or Managers; or (e) is explicitly defined as not constituting Intellectual Property in Paragraph (i) immediately above (i.e., "know-how").

5. Members; Management.

(a) Management of Company.

i. The Board. Except as otherwise provided in this Agreement, the Company will be managed by a Board of Managers. The Board of Managers has the right, power, and authority, to manage, operate, and control the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, deemed by the Board of Managers to be necessary or appropriate to effectuate the purposes of the Company consistent with the purposes of the Company as set forth above.

ii. Composition of the Board of Managers. Managers shall be natural persons of at least twenty-one years of age, residents of the State of Connecticut and satisfy such other requirements as the Act or the Regulations may from time to time require. The Board of Managers shall initially consist of four (4) persons (each, a "Manager"). The initial Managers are Jerry Farrell, Jr., Joseph Nardecchia, Greg Hancock, and Adam Stern.

iii. Manner of Acting. The Board of Managers may act by (a) resolutions adopted at a meeting by at least a majority of Managers or by unanimous written consent and/or (b) delegating power and authority to any officer. If a quorum is present, the affirmative vote of a majority of the Managers entitled to vote will be the act of the Board of Managers, unless the vote of a greater or lesser proportion or number is otherwise required by the LLC Act, by this Agreement, or by any other governing documents of the Company. A majority of all of the Managers then in office constitutes a quorum of the Board of Managers. Except as otherwise provided herein or as may be approved by the Board of Managers, no Manager, acting individually, shall have any individual authority, right, or power by virtue of being a Manager to bind the Company.

iv. Devotion of Time. Each Manager shall devote such time and attention to the business of the Company as is necessary to enable the Company to achieve its

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 1, Operating Agreement

business objectives; however, the Company and the Members acknowledge that no Manager shall, solely as a result of being a Manager, be bound to devote all of such person's business time to the affairs of the Company.

v. Meetings. The Board of Managers shall meet at such times and places as determined by the Board of Managers from time to time but shall meet no less than once a quarter unless otherwise agreed to by the Members. The Board of Managers may hold meetings, both regular or special, either within or without the State of Connecticut. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

vi. Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers. Notice of such meetings shall not be required.

vii. Special Meetings. Special meetings of the Board of Managers may be called by any Manager on at least twenty four (24) hours' notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

viii. Removal of a Manager. A Manager may be removed only by vote of those Members collectively holding at least ninety percent (90%) of the Units held by the Members and only for "Cause." For purposes of this Section, "Cause" means the following conduct:

1. Misconduct as a Manager of the Company relating to the finances of the Company, including fraud, willful misappropriation or theft of funds or property of the Company, or embezzlement;

2. Intentional or willful acts that subject the Company to serious public disrespect, scandal, or ridicule, or that cause the Company to be in violation of governmental regulations, including but not limited to those to which reference is made in Section 3 above; (ii) that subjects the Company either to sanctions by governmental authority or to civil liability; and/or that causes or will cause the Company to lose its license(s) to engage in the business for which the Company was formed;

3. Intentional disclosure or use of confidential information of the Company, other than as specifically authorized and required in the performance of a Manager's duties; or

4. Conviction of a felony or plea of guilty to a felony that subjects the Company to public disrespect, scandal, or ridicule, or the penalty for which will otherwise prohibit the manager from exercising substantially all of his or her duties as a Manager for a period of greater than one (1) year.

ix. Vacancies. Vacancies may be filled by the remaining Members who are on the Board of Managers, or, whenever there is only one Manager or no Managers, by the approval of the Members holding at least ninety percent (90%) of the Units, such approval not to be unreasonably withheld, delayed or conditioned. Members holding at least ninety percent (90%) of the Units may increase the number of Members; provided, that in no event may a Member who is not actively engaged in the day-to-day activities of the Company be a Manager.

(b) **Officers.** The Board of Managers may, from time to time, designate and appoint one or more individuals to serve as an officer of the Company (an “Officer”). Any Officers so designated will have such authority and perform such duties as the Board of Managers may, from time to time, delegate to them. The Board of Managers may assign titles to particular Officers. The following persons are appointed as Officers with the titles sets forth next to their names: (i) Adam Stern - Chief Executive Officer; (ii) Joseph Nardecchia – Chief Financial Officer; (iii) Jerry Farrell, Jr. – Chief Operations Officer. If a title is one commonly used for officers of a business corporation, the assignment of such title will constitute the delegation to such Officer of the authority and duties that are normally associated with that office and/or as the Board of Managers may otherwise direct.

(c) **Members.** Except as otherwise expressly provided in this Agreement, no Member shall have any authority, right or power, by virtue of being a Member, to bind the Company, or to manage or control the business and affairs of the Company.

(d) **Decisions Requiring Super-Majority Approval of the Members.** The following decisions require the approval of those Members holding at least ninety (90%) of the Units of the Company:

(i) incurring a capital expense in excess of Twenty Thousand Dollars (\$20,000) if such expense is not expressly set forth in, or reasonably inferable from, the budget of the Company as set forth in Schedule B attached hereto and made a part hereof; provided, that the foregoing limitation shall not apply to replacements of capital items set forth in such budget if such replacements are typical in the ordinary course of the Company’s business;

(ii) the initiation, but not the defense of and/or counter-claim in connection with, of any legal proceedings in the Company’s name; provided, that the foregoing limitation shall not apply to (A) the pursuit of insurance claims or other actions in the ordinary course of the Company’s business, including but not limited to regulatory proceedings affecting the Company’s business; and/or (B) the enforcement by the Company (acting through the Board of Managers) of any affirmative obligation of any Member, or any restriction applicable to any Member of the Company, as set forth in this Agreement or the LLC Act.;

(iii) any merger in which the Members will own 50% or less of the voting power of the surviving company;

(iv) the sale of all or substantially all of the assets or the sale of any material assets of the Company; provided, that, if the Board of Managers shall unanimously

determine that such sale is in the best interests of the Company, then the Board of Managers may submit such issue to arbitration in accordance with this Agreement;

- (v) issuing or authorizing any additional Units or classes of Units;
- (vi) carrying on any other business by the Company; and
- (vii) such other decisions as are so specified in this Agreement.

(e) Action by Members without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the number of Units sufficient to approve such action at a meeting where all the Members were present consents in writing to such action. The Company shall give prompt notice of such consent to all Members. Any action taken under this Section is effective when Members holding the number of Units necessary to approve such action have signed the consent, unless the consent specifies a later effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs such a written consent. The Company will file any such written consents in the Company's minute book. A meeting may be attended by participation in a conference call in lieu of a meeting in person and a record of attendance at such meeting/conference call shall be filed in the Company's minute book.

(f) Exculpation of Managers. In carrying out their duties under this Agreement, the Managers shall not be liable to the Company or to the Members for their good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for their own willful misconduct in the performance of their obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement shall be conclusive evidence of such good faith; however, good faith may be determined without obtaining such advice.

The Company shall indemnify, defend, and hold harmless the Managers, their Affiliates and agents, against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (together, "Claims"), in which the indemnified person may be involved, or threatened to be involved, as a party or otherwise by reason of his status as a Manager or an Affiliate thereof, or an agent of such Manager or an Affiliate thereof, or a person serving at the request of the Company in another entity in a similar capacity, which relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Manager or an Affiliate thereof or his agent at the time any such liability or expense is paid or incurred, if (i) the indemnified person acted in good faith and in a manner it believed to be in or not opposed to the best interests of the Company, (ii) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (iii) in connection with any criminal action or proceeding, the indemnified person had no reasonable cause to believe his conduct was unlawful, and (iv) with respect to Claims by or in the right of the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 1, Operating Agreement

Company, the indemnified person is not adjudged to be negligent or liable for misconduct, unless a court determines that indemnification is nonetheless appropriate.

Notwithstanding clauses (iii) and (iv) above, an indemnified person shall be eligible for indemnification hereunder to the extent he has been successful on the merits with respect to any Claim. In no event shall any Member be required to make an additional capital contribution to carry out this indemnification provision; provided, that the assets of the Company may be used to satisfy the indemnification obligations set forth herein.

For purposes of this Agreement, an “Affiliate” of any person means (i) any person directly or indirectly owning, controlling or holding the power to vote ten percent (10%) or more of the outstanding voting securities of the specified person; (ii) any person ten percent (10%) or more of whose outstanding voting securities is directly or indirectly owned, controlled or held with power to vote by the specified person; (iii) any person directly or indirectly controlling, controlled by, or under control with a specified person; (iv) any officer, partner, member or director of the specified person; or (v) any person of which the specified person is an officer, director or partner.

In carrying out its duties hereunder, a Member will not be liable to the Company or to any other Member for such Member’s good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, and instead will be liable to the Company or to any other Member only for such Member’s willful misconduct in the performance of such Member’s obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement will be conclusively presumed to be taken in good faith; however, good faith may exist and may be determined without obtaining such advice.

(g) Conflicts of Interest, Other Business. Except as otherwise prohibited by this Agreement, each Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others.

(h) No Conflicts. A Member shall neither disclose nor use, during the course of such Member’s relationship with the Company, any confidential information of any Person including the Company that is subject to restrictions on disclosure or use. Each Member represents that the Member’s acceptance of confidential information, the Member’s entrance into a relationship with the Company and the other Members, and the execution of and compliance with the terms of this Agreement do not and will not conflict with, violate the terms of, or constitute a breach of any material agreement or understanding to which such Member is a party or by which such Member may otherwise be bound.

(i) Remedies. The Members and Managers recognize that irreparable injury will result to the Company or the other Members and Managers, as the case may be, and, their respective business and property, in the event of a breach by a Member or Manager of the confidentiality or conflicts provisions of this Agreement and that the issuance of Units by the Company to the Members or appointment of Managers is undertaken in reliance, among other

matters, upon the covenants by the Members and Managers as herein set forth. Accordingly, in the event of a breach or threatened breach by a Members or Manager of any of the provisions of such sections, the Company or the other Members or Managers, as the case may be, shall be authorized and entitled to seek from any court of competent jurisdiction, preliminary or final injunctive relief as well as any equitable accounting of all profits, compensation or benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. In addition, the Company or the other Members or Managers, as the case may be, shall be entitled to recover all court costs, reasonable attorneys' fees and other expenses from the breaching party. The aforesaid remedies shall be independent, severable, and cumulative and shall be in addition to any other rights and remedies to which the Company or the other Members or Managers, as the case may be, may be entitled. All of the covenants of the Members and Managers set forth in such sections shall be construed as agreements independent of any other provision of this Agreement and shall survive the termination of this Agreement; and the existence of any claim or cause of action against the Company or the other Members or Managers, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company or the other Members or Managers as the case may be, of such covenants.

(j) **Liability of Members.** No Member shall be liable, responsible or accountable in damages or otherwise to the Company or a Member for any act performed within the scope of his authority except for fraud, gross negligence, dishonesty and/or intentional breach of this Agreement.

(k) **Duties of Manager.** Each Manager shall discharge his duties to the Company and exercise any rights consistently with the contractual obligation of good faith and fair dealing. Each Manager owes to the Company a duty of care in the conduct and winding up of the business of the Company, which shall be limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law, or such conduct as would cause the Company to lose one or more licenses to pursue its purposes as set forth in Section 3 above.

(l) **Arbitration.**

(i) In any instance where this Agreement expressly provides that a dispute with respect to a specific matter may be submitted to arbitration, or when any Member may desire to submit to arbitration a controversy, claim or matter of difference among the Members with respect to this Agreement (exclusive of any determination or decision that is made in accordance with the express terms and provisions of this Agreement), then such dispute, controversy, claim or matter of difference shall be submitted for resolution by arbitration in Stamford, CT, in accordance with the Commercial Arbitration rules of the American Arbitration Association (collectively, the "AAA Rules"), except to the extent modified hereby. In such arbitration, the opposing party shall be those Members opposing the action being recommended by the Board of Managers.

HANCOCK WELLNESS CENTER, LLC. OPERATING AGREEMENT

This **LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the “Agreement”) is dated September 12, 2015, and is between Hancock Wellness Center, LLC a Connecticut limited liability company, (the “Company”), and the persons set forth on Schedule A (individually, a “Member” and collectively, the “Members”).

WHEREAS, the Members have caused a limited liability company to be formed on August 31, 2015; and

WHEREAS, the Members and the Company desire to adopt this Agreement.

The parties therefore agree as follows:

1. Terms and Conditions

(a) **Organization.** The Members have caused the Company to be formed as a limited liability company for the purposes and scope set forth in this Agreement. This Agreement shall govern the relationship between the Members, the Board of Managers, and the Company. The respective ownership interests of the Members in the Company are set forth on Schedule A. The Company has been organized under the Connecticut Limited Liability Company Act (the “LLC Act”). Except to the extent set forth in this Agreement, the rights, powers, duties, and obligations of the Company and of each Member are governed by the LLC Act. The Company will be treated as a partnership for income tax purposes. Each Member’s interest in the Company is intended to be personal property for all purposes. All real and personal property owned by the Company is, and is deemed to be, owned by the Company, and no Member individually has or will have any ownership rights with respect to such property by virtue of the Member’s ownership interest in the Company. No new member may be admitted to the Company except in accordance with Section 5.

(b) **Name.** The name of the Company will be Hancock Wellness Center, LLC (the “LLC”). The Company shall conduct its business under that name, and the Company shall hold all its assets under that name; provided, however, that upon the affirmative vote of all the Members, the Company may file and operate under an alternative name. The principal place of business of the Company is located at 6 North Main Street, Suite 202, Wallingford, CT 06492, or at such other location as may be approved by the Members from time to time.

(c) **Certificate of Formation.** On August 31, 2015, the Members caused to be filed with the Secretary of the State of Connecticut, on behalf of the Company, a Certificate of Formation in accordance with the LLC Act. The Board of Managers shall execute such other documents and instruments and take such other actions as they deem necessary or appropriate to effectuate and permit the formation of the Company under the LLC Act or to conduct business in any jurisdiction. The Board of Managers shall take appropriate action, including preparing and

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

filing such amendments to the Certificate of Formation as may be required from time to time by the LLC Act.

(d) **Registered Agent and Office.** The registered agent for the Company shall be Jerry Farrell, Jr. Esq., 6 North Main Street, Suite 202, Wallingford, CT 06492, or such other location as the Board of Managers may determine from time to time.

2. **Term.** The term of the Company commenced on the date the Certificate of Formation was filed in the Secretary of the State of Connecticut and will continue until the first of the following shall occur: (a) all or substantially all of the assets of the Company are sold or transferred; (b) the Company is dissolved; or (c) this Agreement is terminated pursuant to Section 10. Except as permitted in this Agreement, each Member shall not withdraw from the Company, assign such Member's interest in the Company, or take any voluntary action that would have such effect before the dissolution and winding up of the Company.

3. **Scope and Purposes.** The Company was formed to construct, own, and operate a dispensary facility in compliance with and pursuant to (i) the Connecticut General Statutes, Chapter 420f, Section 21a-408 et seq., *A Act Concerning the Palliative Use of Marijuana* and the regulations of the State of Connecticut adopted in connection therewith (i.e., Regulations of Connecticut State Agencies as amended Sections 21a-408-1 to 21a-408-70); and (ii) that certain Memorandum issued by James Cole, Office of the Deputy Attorney General, Department of Justice, U.S. Government, dated August 29, 2013, and entitled "Guidance Regarding Marijuana Enforcement," together with such lawful actions, decisions and activities as are permitted for limited liability companies under the laws of the State of Connecticut and as may be necessary and desirable in furtherance of such primary purpose, all as determined by the Board of Managers.

4. **Ownership, Capital, Financing, Distributions, Allocations, Member Services, and Competition.**

(a) **Ownership.** A Member's ownership interest in the Company is represented by units of ownership interest ("Units"). Each Member intends that such Member's ownership interest in the Company and in the Units will for all purposes be deemed to be personal property. A Member holds only the Member's Units and has no interest in specific Company property. The total number of authorized Units is one million (1,000,000). Each Unit issued represents that percentage of ownership in the Company calculated by dividing the Unit by the total number of Units issued and outstanding among all the Members and multiplying by 100.

(b) **Capital Accounts.** The Company shall establish and maintain a capital account for each Member. No interest will be payable on a Member's capital account.

(i) The Company shall credit each Member's capital account with the dollar amount of:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E. Subsection 4, Operating Agreement

(1) money contributed as capital by that Member to the Company from time to time;

(2) the share of profits of the Company allocated to that Member;

(3) any items in the nature of income or gain that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of property contributed by such Member (net of any liabilities secured by such property that the Company assumed or took subject to).

(ii) The Company shall debit each Member's capital account by the dollar amount of:

(1) the share of losses of the Company allocated to such Member or for which that Member is responsible pursuant to this Agreement;

(2) cash distributed to that Member pursuant to any provision of this Agreement;

(3) any items in the nature of expenses or losses that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of any property distributed to such Member (net of liabilities secured by such property that the Member assumed or took subject to).

To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Internal Revenue Code of 1986, as amended, (the "Code"), is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) by the Company, and the Company shall specially allocate such gain or loss to the Members in a manner consistent with that in which their capital accounts are required to be adjusted pursuant to the treasury regulations promulgated under the Code (the "Regulations").

In cases where Code Section 704(c) would apply to the contribution of property to the Company, the Company shall adjust the Members' capital accounts as set forth in Regulation Section 1.704-1(b)(2)(iv)(g).

In determining the amount of any liability for purposes of this Section, the Company shall take into account Code Section 752 and any other applicable provisions of the Code and Regulations thereunder.

These provisions relating to the maintenance of capital accounts are intended to comply with Regulation Section 1.704-1(b), and to be interpreted and applied in a manner consistent with that Regulation. If the Managers determine (at the initiative of any one Manager or upon a request from a Member that a majority of the Managers do so) that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed to comply with that Regulation, the Managers may make such modification; provided that such modification is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 12 upon the dissolution of the Company. The Managers shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the capital accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulation Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

(c) Capital Contributions.

(i) Generally. Members' contributions to the Company may be cash, other property, or services rendered to the Company; provided, that those contributions which are specified herein as being required to be made in cash shall in fact be made in cash. If other than cash, the Board of Managers shall reasonably determine in good faith the value, if any, to be attributed to the property or services contributed and how such contributions will be treated by the Company.

(ii) Capital Contributions. Each Member shall contribute the capital contribution in the amounts and at the times set forth on Schedule A. Except as otherwise set forth in Schedule A, the Chief Executive Officer may issue a call for the contribution of capital at such times and in such amounts as such Officer may deem appropriate but generally consistent with the budget attached hereto as Schedule B. Such calls shall be made in the same manner as Notices are to be sent pursuant to this Agreement. Time shall be of the essence in delivering such contributions to the Company; provided, that a Member shall not have less than five (5) business days from the delivery of a capital call notice to provide good funds to the Company. If a Member shall fail to contribute any of the capital in any of the amounts and/or at any of the times as set forth in such Notice(s), the following shall occur:

(A) such Member shall be deemed to have withdrawn as a member of the Company and shall thereafter have no further rights as a Member of the Company;

(B) the capital account of such Member shall be reduced to zero and the amount of such reduction shall be treated as a loan to the Company by such Member, which loan shall:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

(I) accrue simple interest at the lowest rate permitted by the Internal Revenue Code then applicable without the attribution of income to the debtor thereof; and

(II) shall be subordinate to all other debt of the Company (i.e., all debt owed to any and/or all other Members and/or to any and/or all third parties).

(iii) Additional Capital Contributions. Except for contributions made to the Company as of the date of this Agreement and except as otherwise required by the LLC Act or provided in a written subscription, contribution, purchase, or other agreement between the Company and the relevant Member, a Member is not required to make any additional capital contributions to the Company. If the Board of Managers determines in good faith that the Company requires additional capital to meet its financial or operational needs, and those then-current Members required to contribute capital have in fact done so to the extent of their obligations hereunder, the Board of Managers may notify the Members of same and the Members may provide additional capital to the Company on a pro-rata basis and in their discretion: (1) as loans on commercially reasonable terms; or (2) as additional paid-in capital. If a Member declines to provide the Member's pro-rata amount of such capital, the remaining Members may, on a pro-rata basis, provide said amount.

(d) Allocation of Profits and Losses. All Company items of Profits and Losses shall be allocated by the Company in accordance with the applicable percentage set forth for each Member on Schedule A and in accordance with this Section.

If Members are admitted to the Company pursuant to this Agreement on different dates, the Profits or Losses allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in accordance with the applicable percentage set forth for each Member on Schedule A for the relevant period during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Tax Matters Member.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided by the Company among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction (including depreciation) with respect to any property contributed to the capital of the Company by a Member shall, solely for tax purposes, be allocated by the Company among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value at the time it was contributed to the Company. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 4(d)(i)(2), subsequent allocations of income, gain, loss and deduction with respect to such asset will take account of any variation between the adjusted basis

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

To the extent that any allocation of income or gain made pursuant to this Agreement includes the allocation of an item of income or gain that is recaptured as ordinary income under Code Sections 1245 or 1250, such ordinary income will be allocated to the Members who received the allocation of the depreciation or cost recovery deductions that generated the ordinary income recapture in proportion to their shares of such deductions, provided that such allocation of ordinary income will be limited to the amount of income or gain allocated to each such Member for the period to which such allocation relates.

No Member shall be allocated any item of Losses or deduction by the Company to the extent said allocation will cause or increase any deficit in said Member's capital account as of the end of the tax year to which such allocation relates. In determining the above, a Member's capital account shall be reduced for the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). If any Member with a deficit in their capital account unexpectedly receives any adjustment, allocation or distribution described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then items of income and gain shall be specially allocated to such Member by the Company in an amount and manner sufficient to eliminate the deficit in said Member's capital account created by such adjustment, allocation, or distribution as quickly as possible. In the event any Member has a deficit in such Member's capital account at the end of any tax year that is in excess of the sum of (i) the amount such Member is obligated to restore and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Regulation Section 1.704(b)(4)(iv)(f), each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible.

For purposes of this Section 4(d), the following definitions apply:

(i) "Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(1) the initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset, as agreed to by the contributing Member and the other Members;

(2) the Gross Asset Value of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Company, as of the following times: (i) the acquisition of any additional Units in the Company by any existing Member or additional Member in exchange for more than a *de minimis* capital contribution; or (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; and

(3) the Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution, as determined by the Members. If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 4(d)(i)(1) or Section 4(d)(i)(2), such Gross Asset Value will

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(ii) “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s net taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)), with the following adjustments:

(1) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to such taxable income or loss;

(2) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as expenditures described in Code Section 705(a)(2)(B) pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from such taxable income or loss;

(3) in the event the Gross Asset Value of any Company asset is adjusted in accordance with Section 4(d)(i)(2) or Section 4(d)(i)(3), the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(4) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; and

(5) notwithstanding any other provision of this Section 4(d)(ii), any items that are specially allocated pursuant to this Section will not be taken into account in computing Profit or Loss.

(e) **Member Expenses.** A Member is entitled to be reimbursed for all ordinary and reasonable expenses incurred in the performance of the Member’s services on behalf of the Company but only to the extent that any such expenses are pre-approved by the Board of Managers. Each Member shall submit an expense report to the Company on a monthly basis, on or before the 5th day of each month for the prior month. Any expenses that are not appropriately documented or that were not pre-approved will not be reimbursable by the Company. The Company may supersede the provisions of this Section 4(e) by adoption of an expense policy by the Board of Managers.

(f) **Member Services and Compensation. [Intentionally omitted.]**

(g) **Expenses; Distributions.**

(i) **Expenses.** Before payment of Distributions, the Company shall pay current installments due to any institutional lender and Operating Expenses, as and when due.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

(ii) **Distributions.** Subject to the terms of this Agreement, the Board of Managers may make such Distributions of cash and other Company assets among the Members in such aggregate amounts as the Board of Managers may determine from time to time, provided that all such Distributions shall be made only in the following order and priority:

(1) **First, to the Members as a Tax Distribution.** So long as the Company is treated as a partnership for federal and, if applicable, state income tax purposes, the Company shall use reasonable efforts to make distributions to each Member within ninety (90) days after the end of each Fiscal Year of the Company, to the extent that funds are legally available therefor and would not materially impair the liquidity of the Company with respect to working capital, capital expenditures, debt service, reserves, or otherwise and would not be prohibited under any credit facility to which the Company is a party, an amount of cash (a "Tax Distribution") which in the good faith judgment of the Board of Managers equals the excess, if any, of (i) the product of (x) the amount of taxable income allocable to the Member in respect of the period beginning on the date hereof and ending at the close of such Fiscal Year, multiplied by (y) the combined maximum federal, state, and local income tax rate to be applied with respect to such taxable income (calculated by using the highest maximum combined marginal federal, Connecticut, and local income tax rates to which any Member could be subject) for such period (making an appropriate adjustment for any rate changes that take place during such period), over (ii) all prior Distributions made to such Member since the date hereof. If taxable income is reallocated among the Members with respect to a Fiscal Year (whether because of the filing of an amended tax return for the Company, a determination by the Internal Revenue Service, a judgment of a court, or for any other reason), the amounts distributable to the various Members pursuant to this Section 4(g)(ii) following such reallocation shall be adjusted (i) to cause each Member to receive aggregate distributions pursuant to this Section 4(g)(ii) equal to the amount to which such Member is entitled pursuant to the provisions of the preceding sentence (applied after taking such reallocation into account and subject to the provisions of clause (ii) of this sentence), and (iii) to compensate (on an after-tax basis through increased distributions) each Member who is allocated additional taxable income pursuant to such reallocation for interest and penalties (if any) attributable to taxes on such additional taxable income, the economic burden of such compensation to be borne (through decreased distributions) by the Member or Members whose allocation of taxable income is reduced pursuant to such reallocation.

(2) **Second, to the Members according to their Allocation Percentages** to the extent of their capital contributions ("Return of Capital Distributions").

(3) **Third, to the Members according to their Allocation Percentages.**

(iii) **Distributions on Liquidation.** Upon the liquidation of the Company, the cash and other assets of the Company available for distribution (determined in accordance with Section 12) shall be distributed by the Company among the Members in the same manner and order of priority as set forth in Section 4(g)(ii).

(iv) **Persons Receiving Distributions.** Each Distribution shall be made

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E. Subsection 4. Operating Agreement

to the person shown on the Company's books and records as Members as of the date of such Distribution; provided, however, that any transferor and transferee of Units may mutually agree as to which of them should receive payment of any particular distribution.

(v) **Definitions.** "Distribution" means, except as otherwise provided in this Agreement, each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase, or otherwise; provided that none of the following will be deemed to be a Distribution: (i) any recapitalization or exchange or conversion of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units; (ii) repayment of loans and other indebtedness of the Company to a Member or an Affiliate of a Member; and (iii) payments of salaries, fees or bonuses, reimbursements of expenses and other compensation or recompense to a Member or an Affiliate of a Member for services rendered to, or expenses incurred on behalf of, the Company or its Affiliates (which such payments shall be deemed expenses of the Company).

"Operating Expenses" means only the following expenses incurred in the ordinary course of business and determined in accordance with generally accepted accounting principles: cost of goods sold; overhead (including (as applicable) but not limited to: rent, insurance, utilities (including telecommunication charges, website hosting expenses, and electricity); storage costs; shipping costs; salaries and benefits (if any) of employees; consultants' and professionals' compensation and reimbursable expenses; advertising, marketing and promotional expenses; taxes and tax reports; regulatory compliance; legal and accounting fees and expenses; debt service and principal repayments; financing, refinancing and closing costs; and any other expenses incurred by the Company that are approved by the Board of Managers that are generally consistent with the Schedule B attached hereto and made a part hereof. If any Member objects to the compensation and benefits being paid to any Officer or employee who is also a Member, the Board of Managers shall engage a compensation consultant to evaluate the reasonableness of such compensation and benefit package. If such consultant determines that the actual cost of compensation and benefits package for such Officer or employee exceeds a reasonable amount for an officer or employee of such kind by more than fifteen percent (15%), such compensation and benefits package shall be reduced by the Board of Managers to a cost that is equal or less than one hundred fifteen percentage of such "reasonable" cost.

(h) **Non-competition.** At all times while a Member or Manager of the Company and for a period of one (1) year thereafter, a Member or Manager shall not, as a principal, agent, employee, employer, consultant, shareholder, investor (other than as an investor in a publicly traded company), director or co-partner of any person, firm, corporation, or business entity other than the Company, or in any individual or representative capacity whatsoever, directly or indirectly, without the express prior written consent of at least two Members who are on the Board of Managers : (i) engage or participate in any business in the State of Connecticut, whose products or services are, or seek to be, competitive with those of the Company in the State of Connecticut; (ii) become employed by a firm, corporation, partnership or joint venture that competes, or seeks to, with the business of the Company in the State of Connecticut.; or (iii) aid or counsel any other person, firm, corporation or business entity in the State of Connecticut, to do

any of the above. The restrictions of this Section will not apply following the sale of substantially all of the assets of the Company or the dissolution or winding up of the Company.

(i) Ownership of Intellectual Property. Each Member and Manager acknowledges that while providing services to, for, or on behalf of the Company (whether or not employed by the Company), such Member or Manager may, either alone or in conjunction with others, be responsible for, or contribute to, the creation or development of patentable inventions, technology, software, databases, audio-visual works, designs, trademarks, service marks, slogans, logos, works of authorship (e.g., websites, manuals) or design, or parts of any such material solely for the use by the Company in furtherance of the Company's purposes as set forth in Section 3 above (collectively, "Intellectual Property"). Each Member or Manager acknowledges that all such Intellectual Property developed or conceived during the term of such services, whether or not finalized or developed to a point of commercial marketability before or after the end of the term of services and whether made by Member or Manager alone or jointly, will be works made for hire under the United States Copyright Act, and as such, will be the property of the Company from the date of their conception, whether or not patent or copyright applications are filed with respect thereto. Notwithstanding the foregoing, each Member shall be entitled to use (but not convey) such Intellectual Property on a royalty-free basis alone and/or with others, in connection with other businesses, ventures and endeavors (but without violating the non-compete provisions of this Agreement) as each such Member may from time to time deem beneficial, desirable or appropriate. To the extent that any Intellectual Property prepared by a Member or Manager on behalf of the Company is not considered a work made for hire, the Member or Manager hereby irrevocably and unconditionally assigns any copyright, patent, or registered design, and all Intellectual Property and rights in it and them to the Company. Each Member or Manager shall take whatever actions may be reasonably required of the Member or Manager by the Company to vest such ownership in the Company and to perfect such right (including the preparation and execution of patent, copyright or registered design applications with respect to Intellectual Property). Each Member or Manager acknowledges that all patent, copyright or registered design filings with respect to Intellectual Property will be made in the name of the Company and at the Company's expense. Each Member or Manager hereby waives any and all rights in the Intellectual Property and assigns such rights to the Company. Notwithstanding the foregoing, all of the Members acknowledge and agree that all accounting, legal, agricultural, operations, growing/cultivation, security, and regulatory compliance methods and processes (i.e., "know-how") shall not constitute Intellectual Property and no Member shall take any action, directly or indirectly, on such Member's behalf or on the Company's behalf, to assert any right with regard thereto.

(j) Confidentiality. Each Member or Manager expressly acknowledges that such Member or Manager may receive confidential and proprietary information relating to the Company, including information relating to the Company's financial condition, business plans and Intellectual Property and that the disclosure of such confidential information to a third party would cause irreparable injury to the Company. Except with the prior written consent of the Board, no Member or Manager shall disclose any such information to a third party (other than on a "need to know" basis to any Affiliate or any employee, agent, representative or contractor of the Company (each of whom shall agree to maintain the confidentiality of such information)).

and each Member or Manager shall use reasonable efforts to preserve the confidentiality of such information. The obligations of a Member or Manager under this Section shall survive the termination of this Agreement or cessation of a Member's or Manager's status as a Member or Manager for a period of twelve (12) months. Notwithstanding the foregoing, a Member or Manager will not be bound by the confidentiality obligations in this section with respect to any information that is currently or becomes: (a) required to be disclosed by such Member or Manager under applicable law, including federal or state securities laws, or court order (but in each case only to the extent of such requirement); (b) required to be disclosed to protect such Member's or Manager's interest in the Company or enforce such Member's or Manager's rights under this Agreement (but in each case only to the extent of such requirement and only after consultation with the Company); (c) publicly known or available in the absence of any improper or unlawful action on the part of such Member or Manager; (d) known or available to such Member or Manager via legitimate means other than through or on behalf of the Company or the other Members or Managers; or (e) is explicitly defined as not constituting Intellectual Property in Paragraph (i) immediately above (i.e., "know-how").

5. Members; Management.

(a) Management of Company.

i. The Board. Except as otherwise provided in this Agreement, the Company will be managed by a Board of Managers. The Board of Managers has the right, power, and authority, to manage, operate, and control the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, deemed by the Board of Managers to be necessary or appropriate to effectuate the purposes of the Company consistent with the purposes of the Company as set forth above.

ii. Composition of the Board of Managers. Managers shall be natural persons of at least twenty-one years of age, residents of the State of Connecticut and satisfy such other requirements as the Act or the Regulations may from time to time require. The Board of Managers shall initially consist of four (4) persons (each, a "Manager"). The initial Managers are Jerry Farrell, Jr., Joseph Nardecchia, Greg Hancock, and Adam Stern.

iii. Manner of Acting. The Board of Managers may act by (a) resolutions adopted at a meeting by at least a majority of Managers or by unanimous written consent and/or (b) delegating power and authority to any officer. If a quorum is present, the affirmative vote of a majority of the Managers entitled to vote will be the act of the Board of Managers, unless the vote of a greater or lesser proportion or number is otherwise required by the LLC Act, by this Agreement, or by any other governing documents of the Company. A majority of all of the Managers then in office constitutes a quorum of the Board of Managers. Except as otherwise provided herein or as may be approved by the Board of Managers, no Manager, acting individually, shall have any individual authority, right, or power by virtue of being a Manager to bind the Company.

iv. Devotion of Time. Each Manager shall devote such time and attention to the business of the Company as is necessary to enable the Company to achieve its

business objectives; however, the Company and the Members acknowledge that no Manager shall, solely as a result of being a Manager, be bound to devote all of such person's business time to the affairs of the Company.

v. Meetings. The Board of Managers shall meet at such times and places as determined by the Board of Managers from time to time but shall meet no less than once a quarter unless otherwise agreed to by the Members. The Board of Managers may hold meetings, both regular or special, either within or without the State of Connecticut. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

vi. Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers. Notice of such meetings shall not be required.

vii. Special Meetings. Special meetings of the Board of Managers may be called by any Manager on at least twenty four (24) hours' notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

viii. Removal of a Manager. A Manager may be removed only by vote of those Members collectively holding at least ninety percent (90%) of the Units held by the Members and only for "Cause." For purposes of this Section, "Cause" means the following conduct:

1. Misconduct as a Manager of the Company relating to the finances of the Company, including fraud, willful misappropriation or theft of funds or property of the Company, or embezzlement;

2. Intentional or willful acts that subject the Company to serious public disrespect, scandal, or ridicule, or that cause the Company to be in violation of governmental regulations, including but not limited to those to which reference is made in Section 3 above: (ii) that subjects the Company either to sanctions by governmental authority or to civil liability; and/or that causes or will cause the Company to lose its license(s) to engage in the business for which the Company was formed;

3. Intentional disclosure or use of confidential information of the Company, other than as specifically authorized and required in the performance of a Manager's duties; or

4. Conviction of a felony or plea of guilty to a felony that subjects the Company to public disrespect, scandal, or ridicule, or the penalty for which will otherwise prohibit the manager from exercising substantially all of his or her duties as a Manager for a period of greater than one (1) year.

ix. Vacancies. Vacancies may be filled by the remaining Members who are on the Board of Managers, or, whenever there is only one Manager or no Managers, by the approval of the Members holding at least ninety percent (90%) of the Units, such approval not to be unreasonably withheld, delayed or conditioned. Members holding at least ninety percent (90%) of the Units may increase the number of Members; provided, that in no event may a Member who is not actively engaged in the day-to-day activities of the Company be a Manager.

(b) **Officers.** The Board of Managers may, from time to time, designate and appoint one or more individuals to serve as an officer of the Company (an “Officer”). Any Officers so designated will have such authority and perform such duties as the Board of Managers may, from time to time, delegate to them. The Board of Managers may assign titles to particular Officers. The following persons are appointed as Officers with the titles sets forth next to their names: (i) Adam Stern - Chief Executive Officer; (ii) Joseph Nardecchia – Chief Financial Officer; (iii) Jerry Farrell, Jr. – Chief Operations Officer. If a title is one commonly used for officers of a business corporation, the assignment of such title will constitute the delegation to such Officer of the authority and duties that are normally associated with that office and/or as the Board of Managers may otherwise direct.

(c) **Members.** Except as otherwise expressly provided in this Agreement, no Member shall have any authority, right or power, by virtue of being a Member, to bind the Company, or to manage or control the business and affairs of the Company.

(d) **Decisions Requiring Super-Majority Approval of the Members.** The following decisions require the approval of those Members holding at least ninety (90%) of the Units of the Company:

(i) incurring a capital expense in excess of Twenty Thousand Dollars (\$20,000) if such expense is not expressly set forth in, or reasonably inferable from, the budget of the Company as set forth in Schedule B attached hereto and made a part hereof; provided, that the foregoing limitation shall not apply to replacements of capital items set forth in such budget if such replacements are typical in the ordinary course of the Company’s business;

(ii) the initiation, but not the defense of and/or counter-claim in connection with, of any legal proceedings in the Company’s name; provided, that the foregoing limitation shall not apply to (A) the pursuit of insurance claims or other actions in the ordinary course of the Company’s business, including but not limited to regulatory proceedings affecting the Company’s business; and/or (B) the enforcement by the Company (acting through the Board of Managers) of any affirmative obligation of any Member, or any restriction applicable to any Member of the Company, as set forth in this Agreement or the LLC Act.;

(iii) any merger in which the Members will own 50% or less of the voting power of the surviving company;

(iv) the sale of all or substantially all of the assets or the sale of any material assets of the Company; provided, that, if the Board of Managers shall unanimously

determine that such sale is in the best interests of the Company, then the Board of Managers may submit such issue to arbitration in accordance with this Agreement;

- (v) issuing or authorizing any additional Units or classes of Units;
- (vi) carrying on any other business by the Company; and
- (vii) such other decisions as are so specified in this Agreement.

(e) Action by Members without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the number of Units sufficient to approve such action at a meeting where all the Members were present consents in writing to such action. The Company shall give prompt notice of such consent to all Members. Any action taken under this Section is effective when Members holding the number of Units necessary to approve such action have signed the consent, unless the consent specifies a later effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs such a written consent. The Company will file any such written consents in the Company's minute book. A meeting may be attended by participation in a conference call in lieu of a meeting in person and a record of attendance at such meeting/conference call shall be filed in the Company's minute book.

(f) Exculpation of Managers. In carrying out their duties under this Agreement, the Managers shall not be liable to the Company or to the Members for their good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for their own willful misconduct in the performance of their obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement shall be conclusive evidence of such good faith; however, good faith may be determined without obtaining such advice.

The Company shall indemnify, defend, and hold harmless the Managers, their Affiliates and agents, against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (together, "Claims"), in which the indemnified person may be involved, or threatened to be involved, as a party or otherwise by reason of his status as a Manager or an Affiliate thereof, or an agent of such Manager or an Affiliate thereof, or a person serving at the request of the Company in another entity in a similar capacity, which relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Manager or an Affiliate thereof or his agent at the time any such liability or expense is paid or incurred, if (i) the indemnified person acted in good faith and in a manner it believed to be in or not opposed to the best interests of the Company, (ii) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (iii) in connection with any criminal action or proceeding, the indemnified person had no reasonable cause to believe his conduct was unlawful, and (iv) with respect to Claims by or in the right of the

Department of Consumer Protection -- Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

Company, the indemnified person is not adjudged to be negligent or liable for misconduct, unless a court determines that indemnification is nonetheless appropriate.

Notwithstanding clauses (iii) and (iv) above, an indemnified person shall be eligible for indemnification hereunder to the extent he has been successful on the merits with respect to any Claim. In no event shall any Member be required to make an additional capital contribution to carry out this indemnification provision; provided, that the assets of the Company may be used to satisfy the indemnification obligations set forth herein.

For purposes of this Agreement, an "Affiliate" of any person means (i) any person directly or indirectly owning, controlling or holding the power to vote ten percent (10%) or more of the outstanding voting securities of the specified person; (ii) any person ten percent (10%) or more of whose outstanding voting securities is directly or indirectly owned, controlled or held with power to vote by the specified person; (iii) any person directly or indirectly controlling, controlled by, or under control with a specified person; (iv) any officer, partner, member or director of the specified person; or (v) any person of which the specified person is an officer, director or partner.

In carrying out its duties hereunder, a Member will not be liable to the Company or to any other Member for such Member's good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, and instead will be liable to the Company or to any other Member only for such Member's willful misconduct in the performance of such Member's obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement will be conclusively presumed to be taken in good faith; however, good faith may exist and may be determined without obtaining such advice:

(g) Conflicts of Interest, Other Business. Except as otherwise prohibited by this Agreement, each Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others.

(h) No Conflicts. A Member shall neither disclose nor use, during the course of such Member's relationship with the Company, any confidential information of any Person including the Company that is subject to restrictions on disclosure or use. Each Member represents that the Member's acceptance of confidential information, the Member's entrance into a relationship with the Company and the other Members, and the execution of and compliance with the terms of this Agreement do not and will not conflict with, violate the terms of, or constitute a breach of any material agreement or understanding to which such Member is a party or by which such Member may otherwise be bound.

(i) Remedies. The Members and Managers recognize that irreparable injury will result to the Company or the other Members and Managers, as the case may be, and, their respective business and property, in the event of a breach by a Member or Manager of the confidentiality or conflicts provisions of this Agreement and that the issuance of Units by the Company to the Members or appointment of Managers is undertaken in reliance, among other

matters, upon the covenants by the Members and Managers as herein set forth. Accordingly, in the event of a breach or threatened breach by a Members or Manager of any of the provisions of such sections, the Company or the other Members or Managers, as the case may be, shall be authorized and entitled to seek from any court of competent jurisdiction, preliminary or final injunctive relief as well as any equitable accounting of all profits, compensation or benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. In addition, the Company or the other Members or Managers, as the case may be, shall be entitled to recover all court costs, reasonable attorneys' fees and other expenses from the breaching party. The aforesaid remedies shall be independent, severable, and cumulative and shall be in addition to any other rights and remedies to which the Company or the other Members or Managers, as the case may be, may be entitled. All of the covenants of the Members and Managers set forth in such sections shall be construed as agreements independent of any other provision of this Agreement and shall survive the termination of this Agreement; and the existence of any claim or cause of action against the Company or the other Members or Managers, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company or the other Members or Managers as the case may be, of such covenants.

(j) **Liability of Members.** No Member shall be liable, responsible or accountable in damages or otherwise to the Company or a Member for any act performed within the scope of his authority except for fraud, gross negligence, dishonesty and/or intentional breach of this Agreement.

(k) **Duties of Manager.** Each Manager shall discharge his duties to the Company and exercise any rights consistently with the contractual obligation of good faith and fair dealing. Each Manager owes to the Company a duty of care in the conduct and winding up of the business of the Company, which shall be limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law, or such conduct as would cause the Company to lose one or more licenses to pursue its purposes as set forth in Section 3 above.

(l) **Arbitration.**

(i) In any instance where this Agreement expressly provides that a dispute with respect to a specific matter may be submitted to arbitration, or when any Member may desire to submit to arbitration a controversy, claim or matter of difference among the Members with respect to this Agreement (exclusive of any determination or decision that is made in accordance with the express terms and provisions of this Agreement), then such dispute, controversy, claim or matter of difference shall be submitted for resolution by arbitration in Stamford, CT, in accordance with the Commercial Arbitration rules of the American Arbitration Association (collectively, the "AAA Rules"), except to the extent modified hereby. In such arbitration, the opposing party shall be those Members opposing the action being recommended by the Board of Managers.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4. Operating Agreement

(ii) Three arbitrators shall be required with respect to any arbitration permitted by this Agreement. With respect to any such arbitration, the decision and award of the arbitrators shall be final and conclusive on the parties. Each party shall, on the date it submits such dispute to arbitration, select and appoint (in its sole and absolute discretion) one arbitrator to act as its designee in accordance with the AAA Rules and the two party-designated arbitrators shall jointly select the third arbitrator pursuant to and consistent with the AAA Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Agreement. Except with respect to the interpretation and enforcement of the arbitration procedures (which shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq.), the arbitrators shall apply the laws of the State of Connecticut (without giving effect to its choice of law principles) in connection with the dispute.

(iii) The arbitrators conducting any arbitration shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or otherwise modify such provisions. The Members agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder which shall be binding and conclusive on the parties and shall constitute an "award" by the arbitrator within the meaning of applicable law. Judgment may be had on the decision and award of the arbitrator so rendered in any court of competent jurisdiction.

(iv) Each group of Members shall designate an arbitrator and each of such two arbitrators shall designate a third, all in accordance with the AAA Rules. The third arbitrator shall be a qualified, disinterested and impartial person who shall have had at least ten (10) years' experience in New York City in a calling connected with the matter of the dispute (i.e., whether or not the sale of all or substantially all of the assets of the Company is in the best interests of the Company). In deciding the "best interests of the Company," the arbitrators may take into account the terms and conditions of a sale, the feasibility and practicality of the Members continuing to work together in furtherance of the purposes of the Company, the foreseeable business prospects of the Company and such other matters as the arbitrators and Members deem appropriate to such determination. Each group of Members shall each have the right to appear and be represented by counsel before said arbitrators and to submit such data and memoranda in support of their respective positions in the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Each party in such proceeding shall pay its own attorneys' fees and all Members shall share in the costs of the third arbitrator in accordance with their interests in the Company. The Members acknowledge that the right of the Board of Managers to cause a dissolution of the Company is not a matter that is subject to arbitration notwithstanding that such dissolution might lead to a sale of all or substantially all of the assets of the Company.

6. Financial and Tax Matters.

(a) **Fiscal Year & Yearly Budget.** The fiscal year of the Company begins on January 1st and ends on December 31st. The Board of Managers shall approve the annual budget for the Company before the commencement of each Fiscal Year.

(b) **Books and Records.** The Company shall keep complete and accurate books of account and other necessary financial, accounting and tax records on a cash basis and otherwise in accordance with consistently applied generally accepted accounting principles (GAAP) and applicable law.

(c) **Financial Reports.** The Company shall maintain current and accurate records of the Company's financial condition, and such records shall be made available on no less than a monthly basis to the Members.

(d) **Interim Financial Reports.** The Company shall furnish balance sheets, income statements, and statements of cash flows reflecting the financial condition and results of operations of the Company within ninety (90) days following the end of each fiscal year.

(e) **Bank Accounts.** Funds of the Company must be deposited in the Company's name in one or more bank accounts approved by the Board of Managers. Managers are authorized to sign checks on behalf of the Company.

(f) **Tax Matters.**

(i) The Company shall cause federal, state, and local income tax returns of the Company and related filings for the Members to be prepared, at the Company's expense, by an accounting firm or accountant selected by the Board of Managers, and furnished to each Member before the statutory date for filing, subject to extensions permitted by law. The proportionate part of each item of income, gain, loss, deduction or credit earned, realized or available by or to the Company shall be allocated to the Members in accordance with Section 4(d).

(ii) The Company shall amortize organizational expenses over the first sixty (60) months of the term of the Company as permitted under Code Section 709. The Tax Matters Member (as defined below) shall from time to time consult with the Members regarding tax decisions and elections for the Company not specified in this Agreement.

(iii) The Tax Matters Member shall give prompt notice to each Member upon receipt of advice or information that the Internal Revenue Service ("IRS") intends to examine the Company's income tax returns for any year.

(iv) Tax Matters Member.

(1) Joseph Nardecchia is hereby designated as the “Tax Matters Member” of the Company for purposes of Code Section 6231(a)(7) and hereby is delegated the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the IRS relating to the determination of any item of Company income, gain, loss, deduction, or credit for federal income tax purposes.

(2) The Tax Matters Member shall, within ten (10) days of the receipt of any notice from the IRS in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, provide, or cause the Company to provide, a copy of such notice to each Member.

(3) The Board of Managers may in consultation with all of the Members designate a new Tax Matters Member; provided, however, that only a Member may be so designated.

7. Sale or Transfer of Member Interest. Except as otherwise set forth in this Agreement, a Member shall not, directly or indirectly, sell, transfer, pledge, hypothecate, encumber, assign, exchange, donate, make a gift of, or otherwise dispose of (“Transfer”) the Member’s Units without the consent of all Members. In no event shall any person or entity be admitted as a “Member” or nor shall any equitable interest be transferred to any person or entity if such admission or transfer would disqualify or adversely affect the status of such licenses as the Company may have or be required to have to conduct its business in accordance with applicable laws.

(a) Notwithstanding anything contained herein to the contrary, a Member may Transfer a beneficial interest (i.e., without any rights to vote or otherwise participate in the management of the Company) in any or all of the Units owned by such Member to any of the following, each of whom shall be referred to as a “Permitted Transferee”:

(i) such Member’s spouse, children, or issue (each being a “Family Member”);

(ii) a trust for the benefit of the Member or one or more Family Members; provided, that the Member shall retain sole management thereof as the trustee of such trust; or

(iii) an entity in which management of the business and operations thereof is vested solely in the Member or, upon the death or disability of the Member, a Member’s Family Members.

Each such Permitted Transferee, as a condition to a valid transfer, must assent to this Agreement and any amendments.

(b) **Third persons.** Subject to the terms of Section 7(a) and this Section 7(b), a Member may sell all or a portion of such Member’s Units to an unaffiliated third person

(“Proposed Transferee”), provided that the Proposed Transferee assents to this Agreement and any amendments:

(i) Right of First Refusal. If a Member (“Seller”) proposes to Transfer all or any portion of the Seller’s Units (the “Offered Units”) to a Proposed Transferee, the Seller shall first provide the Company and the other Members, on a pro rata basis, with a right of first refusal, by providing the Company and the other Members with written notice (“Offer Notice”), to acquire the Seller’s Units at a price equal to the consideration that Seller would receive in exchange for the Offered Units (the “First Refusal Price”); provided that payment of the First Refusal Price by the Company or the other Members may be made, at the option of the Company or such other Members, either by: (A) payment consistent with the terms and conditions made by the Proposed Transferee, or (B) pursuant to the terms of the Promissory Note, but with interest on the Promissory Note to accrue at the simple rate of eight percent (8%) per annum. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which shall extend the payment period thereunder by the number of deferred payments. The Company shall have thirty (30) days after receipt of the Offer Notice to elect to purchase the Seller’s Units; to the extent the Company does not so elect, the other Members may elect to purchase the Seller’s Units on a pro rata basis within the same 30-day period.

(ii) Right of Co-Sale.

(1) If the Company and the remaining Members do not elect to exercise any rights set forth in Section 7(b)(i), then the remaining Members may sell to the Proposed Transferee (a “Co-Sale”), at the same price and on the same terms and conditions as involved in such sale, total Units (the “Co-Sale Units”) not exceeding (i) the number of Offered Units multiplied by (ii) a fraction, the numerator of which is the number of Units held by the remaining Members, and the denominator of which is the sum of the total number of Units held by the Seller and the remaining Members. Each of the remaining Members desiring to sell Units in the Co-Sale may sell Units not exceeding (x) the number of Offered Units multiplied by (ii) a fraction, the numerator of which is the number of Units held by such Member, and the denominator of which is the sum of the total number of Units held by the Seller and the remaining Members. Any difference between the number of Units desired to be sold by the remaining Members and the number of Offered Units will be allocated to the Seller.

(2) The Seller and those Members desiring to sell Co-Sale Units (the “Co-Sale Members”), may sell to the Proposed Transferee (allocated in accordance with Section 7(b)(ii)(1)) an aggregate amount of Units not more than the total number of Offered Units, at a price not less than the Offer Price and upon other terms and conditions, if any, not materially more favorable to the Proposed Transferee than those provided in the Offer Notice.

(3) If a Co-Sale Member decides to exercise such Member’s Co-Sale rights under Section 7(b)(ii) to sell all or any part of the Units permitted to be sold in connection with such Co-Sale, the Co-Sale Member shall notify the Seller in writing within thirty

(30) days of the Offer Notice (a “Co-Sale Notification”) of the election to exercise such Co-Sale rights, which notice shall state the number of Units the Co-Sale Member desires to sell. The Co-Sale Notification in conjunction with the Offer will be deemed to constitute a valid, legally binding, and enforceable agreement for the sale by the Seller and each Co-Sale Member to the Proposed Transferee. The Co-Sale of the Units to be sold pursuant to this Section may be made at the offices of the Company, or at such other place mutually acceptable to the Seller and the Co-Sale Members on the forty-fifth (45th) day following the date of the Offer Notice (or if the forty-fifth (45th) day is not a business day, then on the next succeeding business day);

(4) The fees, costs and expenses incurred in connection with the sale of any Units sold pursuant to Section 7(b)(ii) shall be borne ratably by the Co-Sale Members (including the Seller) participating in such sale, provided, that each such Member shall be responsible for the fees and disbursements of such Member’s own legal counsel in connection with such sale; and

(5) Any Offered Units not sold pursuant to the provisions of Section 7(b)(ii) will remain subject to the restrictions contained in this Section 7, and the Seller shall not thereafter sell, pledge, or transfer the Units except in compliance with this Agreement.

(c) **Divorce.** If a Member who is a natural person is required to Transfer any of Units by a court incidental to such Member’s separation or divorce (“Divorcing Member”), then the following requirements will apply:

(i) Any Units ordered by a court to be Transferred will not include any rights to vote or otherwise participate in the management of the Company. The voting rights incidental to any Units will remain with the Divorcing Member or, if the Divorcing Member ceases to be a Member of the Company, such votes will revert to the Company. Notwithstanding the foregoing, the Units that are the subject of such Transfer will be subject to a perpetual and irrevocable option to purchase as follows:

- (1) First, to the Divorcing Member;
- (2) Second, to the Company; and
- (3) Third, to the other Members.

(ii) The option to purchase shall be exercised by the party seeking to exercise same by providing written notice to the Company and the other Members. If the party seeking to exercise the option to purchase is the Divorcing Member, then the Divorcing Member shall be permitted to exercise such option in accordance with the terms of this Section 7(c). If the Divorcing Member fails to exercise this right of first refusal within thirty (30) days from the later of the date of receipt of written notice that the Units are required to be Transferred, or that the Company or another Members elects to purchase the Units, then the Company and the other Members shall have the right to purchase the Units in the order and allocation set forth above, exercisable at any time upon the expiration of the right of first refusal of the Divorcing Member. If the purchase of the Units is not closed within thirty (30) days by the party that elected to exercise such Units, then the Units shall once again be subject to the option to purchase as set

forth in this Section 7(c). Notwithstanding the failure of a spouse to sign the Spousal Consent form, each Member acknowledges that the obligation to sell and the Company's right to purchase the Units pursuant to this Section 7(c) is absolute.

(iii) The purchase price to be paid to the holder of the Units (the "Divorce Transferee") in connection with a sale under this Section 7(c) for the Units subject to the foregoing option shall be equal to the Divorce Transferee's pro rata portion of the Stipulation of Value.

(iv) The payment for the repurchase option, when exercised by any party, may be in cash or pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment. Any deferred payment will extend the duration of the Promissory Note by the number of payments deferred by the Company.

(d) Stipulation of Value. If it becomes necessary to determine the fair market value of the Units, the Company shall choose an independent third party appraiser to determine the fair market value of the Units (the "Stipulation of Value"). The methodology to be employed by the appraiser to establish the Stipulation of Value shall be reasonably agreed upon by the Company and the appraiser. If a Member disputes the Stipulation of Value prepared for the Company, such Member may retain, at such Member's expense, an independent financial advisor experienced in valuing closely held companies similar to the Company to provide a valuation (a "Supplemental Valuation"). Such Member must submit any Supplemental Valuation within 30 days of the announcement of the Stipulation of Value prepared for the Company. Upon the earlier of the submission of all such Supplemental Valuations or the day after the Supplemental Valuations are due for submission, the Company shall compare the Stipulation of Value prepared for the Company and any properly submitted Supplemental Valuation. If the lowest valuation (the "Floor Valuation") is at least 80% of the highest valuation (the "Cap Valuation"), then the arithmetic mean of all the compared valuations shall then be used by the Company to establish the final Stipulation of Value, which will be binding on the Members and the Company. If the Floor Valuation is less than 80% of the Cap Valuation, then the persons who prepared the Floor and Cap Valuations shall together select an independent financial advisor experienced in valuing closely held companies similar to the Company to provide a valuation (the "Independent Valuation"). If the Independent Valuation is higher than the Cap Valuation, the Company shall set the Stipulation of Value at the Cap Valuation; if the Independent Valuation is lower than the Floor Valuation, the Company shall set the Stipulation of Value at the Floor Valuation; otherwise, the Company shall set the Stipulation of Value at the Independent Valuation. This determination of the Stipulation of Value will be binding on the Members and the Company. The value per Unit shall be determined by taking the total number of Units issued to all of the Members and dividing it by the Stipulation of Value ("Per Unit Stipulation of Value"). Each Member's portion of the Stipulation of Value will be determined by multiplying the total number of Units held by such Member by the Per Unit Stipulation of Value.

8. Dissociation of a Member.

(a) **Dissociation.** A Member will cease to be a Member upon the earliest to occur of any of the following events (a “Dissociation”):

(i) the bankruptcy, insolvency, or assignment for the benefit of creditors of a Member; or

(ii) the death, Disability, or termination of services of a Member; or

(iii) the continued membership of a Member shall be threaten or cause the Company to be in violation of applicable laws with regard to the pursuit of the Company’s purposes as set forth in Section 3 above.

(b) **Rights of Dissociating Member.** If any Member dissociates before the expiration of the term of the Company, then:

(i) if the Dissociation causes a dissolution and winding up of the Company governed by Section 12, the dissociating Member may participate in the winding up of the Company to the same extent as any other Member, except that any distributions to which the Member would have otherwise been entitled will be reduced by the direct expenses sustained (including reasonable attorneys’ fees and accounting costs) by the Company as a result of the Dissociation; or

(ii) if the Dissociation does not cause a dissolution and winding up of the Company governed by Section 12, the dissociating Member may, in exchange for such Member’s Units, receive the Member’s pro rata portion of the Stipulation of Value paid pursuant to a Promissory Note. The dissociating Member shall tender such Member’s Units to the Company within fifteen (15) days of the Dissociation.

9. **Death or Disability of a Member.**

(a) **Purchase of Insurance Policies.** The Company may purchase life insurance policies on Members who are natural persons to provide for the purchase by the Company of a Member’s Units as described in this Section 9. In addition, the Company may purchase disability insurance policies on Members who are natural persons. The Company shall first use the proceeds of any such insurance policies to fund the purchase of a Member’s Units upon death or Disability.

(b) **Purchase of Deceased Member’s Units.**

(i) **Member Purchase.** In the event of the death of a Member, the other Members may purchase, on a pro-rata basis, the deceased Member’s Units for a total amount equal to the deceased Member’s pro rata portion of the Stipulation of Value. If the other Members do not purchase the Units hereunder within thirty (30) days of the death of the Member, then the Company may purchase the Units in accordance with Section 9(b)(ii). The

balance due for the purchase of such Units by the Members shall be paid pursuant to a Promissory Note.

(ii) **Company Purchase.** In the event of the death of a Member and the other Members do not purchase all of the deceased Member's Units, the Company may purchase the deceased Member's Units. Upon any such purchase of the Units, the purchase price due to the deceased Member's estate or legal representative will be the deceased Member's pro-rata portion of the Stipulation of Value. The proceeds from any life insurance policies referenced in Section 9(a) shall be used, as needed, by the Company to purchase the deceased Member's Units. If the proceeds from such life insurance policies, if any, exceed the repurchase price of the deceased Member's Units, the excess proceeds may be used by the Company as working capital. If the proceeds from any life insurance policies are insufficient to fully fund the purchase of the deceased Member's Units, then the balance remaining due for the purchase of such Member's Units shall be paid by the Company pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which will extend the payment period thereunder by the number of deferred payments.

(c) Purchase of Disabled Member's Units.

(i) **Member Purchase.** In the event of the Disability of a Member, the other Members may purchase, on a pro-rata basis, the disabled Member's Units for an amount equal to the disabled Member's pro rata portion of the Stipulation of Value. If the other Members do not purchase the Units within 30 days of the Disability of the disabled Member, then the Company may purchase the Units in accordance with Section 9(c)(ii). The balance due for the purchase of such Units by the Members shall be paid pursuant to a Promissory Note.

(ii) **Company Purchase.** In the event of the Disability of a Member and the other Members do not purchase all of the disabled Member's Units, the Company may purchase the disabled Member's Units for an amount equal to the disabled Member's pro rata portion of the Stipulation of Value. If any Units remain in the ownership of the disabled Member, then the voting rights incidental to any such Units will revert to the Company. The proceeds from any disability insurance policies referenced in Section 9(a) shall be used, as needed, by the Company to purchase the disabled Member's Units. If the proceeds from any disability insurance policies referenced in Section 9(a) exceed the repurchase price of such disabled Member's Units, the excess proceeds may be used by the Company as working capital. If the proceeds from any disability insurance policies are insufficient to fully fund the purchase of the disabled Member's Units, then the balance remaining due for the purchase shall be paid by the Company pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which shall extend the payment period thereunder by the number of deferred payments.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

“Disability” means (i) a disability as a result of illness, accident or other physical or mental incapacity or disability, such that the Member is unable to perform the Member’s duties pursuant to this Agreement, with or without reasonable accommodation, for a period of 180 consecutive calendar days or, (ii) if disability insurance has been purchased by the Company, in accordance with the determination made by a physician selected by the provider of the disability insurance, or (iii) if a legal guardian is appointed by a court for a Member due to mental or physical disability.

10. Termination. This Agreement terminates and will be of no further force and effect if any of the following events occur:

(a) the sale, exchange or other disposition by the Company of all or substantially all of the Company’s assets:

(b) the agreement of all the Members to terminate this Agreement and dissolve the Company; or

(c) the unanimous agreement of the Board of Managers to terminate this Agreement and dissolve the Company.

If any of the foregoing events occurs, the Company shall administer its assets as set forth in Section 12.

11. Members’ Liability and other Activities. Neither the Company nor any Manager nor Member will be responsible or liable for any indebtedness or other obligation or liability of the Company or any other Member incurred or arising either before or after the execution of this Agreement except as otherwise provided in this Agreement. This Agreement does not, and should not be deemed to, create a relationship or agreement between the Members or Managers with respect to any activities whatsoever other than activities within the scope, business purposes, and activities of the Company and the Members as described in this Agreement.

12. Dissolution.

(a) **Authority Following Dissolution.** When the term of the Company has ended pursuant to this Agreement, the Company may continue to exist solely for the purposes of winding up its affairs in an orderly manner, liquidating its remaining assets, and satisfying the claims of its creditors and the Members. A Member shall not take any action that is inconsistent with the lawful winding up of the Company. The Board of Managers shall oversee and administer the winding up and liquidation of the Company.

(b) **Capital Accounts on Liquidation.** If the Company is “liquidated” within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), distributions shall be made by the Company pursuant to this Section to the Members who have positive capital accounts in compliance with Regulation Section 1.704-1(b)(2)(ii)(b)(2).

(c) **Application and Distribution Upon Liquidation.** After the Company is liquidated, the cash proceeds therefrom, to the extent sufficient, shall be applied and distributed by the Board of Managers in the following order:

(i) First, to the payment and discharge of all of the Company's debts and liabilities to third parties, including those that are guaranteed by the Members;

(ii) Second, to the Members that guaranteed the Company's debts and liabilities to third parties and upon which any Member was required to make payment to said third party, plus interest at the simple rate of five (5%) percent per annum, from the date the payment was made by the Member until the date the Member is repaid in full. The Company may not make any other distributions of cash or assets to any other Members, for any purpose whatsoever, until all Members subject to this Section are repaid in full. If this Section is applicable to multiple Members at the same time, then distributions shall be made to such Members ratably according to their Units;

(iii) Third, to the payment and discharge of all of the Company's debts and liabilities to the Members;

(iv) Fourth, to the Members, to the extent of their respective capital accounts; and

(v) Fifth, the balance, if any, to the Members in accordance with their Units.

(d) **Completion of Liquidation.** Upon request, each Member shall sign and, if necessary, file or publish any document reasonably necessary to terminate the Company or to complete the winding up of its business activities.

13. **Indemnification.**

(a) **Indemnification by Breaching Member or Manager.** Each Member and Manager shall indemnify, defend, and hold harmless the Company, the Managers, and the other Members from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees and disbursements) relating to or arising out of, directly or indirectly, in whole or in part, the indemnifying Member's or Manager's willful misconduct or intentional breach of this Agreement or any activity or liability of such Member or Manager (i) not within the scope or purpose of the Company or this Agreement or (ii) before the beginning of the term of the Company.

(b) **Indemnification by the Company.**

(i) The Company shall indemnify and hold harmless the Members, the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 4, Operating Agreement

Managers, their Affiliates and agents, officers, employees, partners, members and directors against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative (together, "Claims"), in which the indemnified person may be involved, or threatened to be involved, as a party or otherwise by reason of their status as a Member, Manager, or an Affiliate thereof, an agent, officer, employee, partner, member or director of such Member, Manager, or an Affiliate thereof, or a person serving at the request of the Company in another entity in a similar capacity, that relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Member, Manager, or an Affiliate thereof or an agent, officer, employee, partner, member or director at the time any such liability or expense is paid or incurred, if (1) the indemnified person acted in good faith and in a manner the indemnified person believed to be in or not opposed to the best interests of the Company, (2) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (3) in connection with any criminal action or proceeding, the indemnified person had no reasonable cause to believe the indemnified person's conduct was unlawful, and (4) with respect to Claims by or in the right of the Company, the indemnified person is not adjudged to be liable for willful misconduct, unless a court determines that indemnification is nonetheless appropriate.

(ii) Notwithstanding Sections 13(b)(i)(3) and (4), an indemnified person will be eligible for indemnification under this Agreement to the extent such person has been successful on the merits with respect to any Claim. In no event shall any Member be required to make an additional capital contribution to carry out this indemnification provision.

(iii) An "Affiliate" of any person means (1) any person directly or indirectly owning, controlling, or holding the power to vote ten percent (10%) or more of the outstanding voting securities of the specified person; (2) any person ten percent (10%) or more of whose outstanding voting securities is directly or indirectly owned, controlled, or held with power to vote by the specified person; (3) any person directly or indirectly controlling, controlled by, or under common control with a specified person; (4) any officer, partner, member, or director of the specified person; or (5) any person of which the specified person is an officer, director, or partner.

14. Notices. All notices, demands, and communications (each, a "Notice") required or provided for in this Agreement must be in writing. The party giving a Notice shall either (a) deliver the Notice personally, which will be effective upon delivery or (b) send the Notice by nationally recognized courier service, which will be effective upon delivery, to each Member at its address set forth on Schedule A. Each Member may designate another address for purposes of this Section by Notice to the Company and to the other Members. Any written consent or written notice contemplated by this Agreement may be provided by email to the recipient's email account with the Company or such other email account as the recipient may designate. A notice delivered or sent by email does not constitute "notice" within the meaning of this Section 14 and is only for the convenience of the parties; provided, however, that an email recipient may expressly waive notice.

15. General Provisions.

(a) This Agreement constitutes the entire agreement and understanding of the Members with respect to the matters covered hereby and supersedes all previous written, oral or implied agreements, representations, statements, promises and understandings between them with respect to such matters.

(b) This Agreement may not be amended or changed except by an agreement in writing executed by all the Members.

(c) This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their permitted successors and assigns.

(d) This Agreement is governed by the laws of the State of Connecticut, without regard to its provisions of choice of law.

(e) If any provision in this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the extent it can be so enforced and such determination will not affect the remaining provisions of this Agreement, all of which will remain in full force and effect.

(f) The failure of any Member to enforce at any time any of the provisions of this Agreement will not be construed to be a waiver of any such provision or of any other provision, nor in any way affect the validity of this Agreement or the right of any Member to enforce each and every such provision in the future. No waiver of any breach of this Agreement will be construed or held to be a waiver of any other or subsequent breach. Any party may waive any provision of this Agreement provided such waiver is in writing and signed by the party.

(g) The rights and remedies of the Members set forth in this Agreement are not exclusive, and each Member is entitled to all rights and remedies available to such Member under applicable legal or equitable principles.

(h) The headings of the Sections in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

(i) This Agreement may be executed in two or more counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been signed as of the date first above written.

HANCOCK WELLNESS CENTER, LLC

By: Jerry Farrell, Jr.
Name: Jerry Farrell, Jr.
Title: Manager

MEMBERS

Jerry Farrell, Jr.
Jerry Farrell, Jr.
An individual

Greg Hancock
Greg Hancock
An individual

Christine Carabetta
Canyon Drive Associates LLC
By Christine Carabetta
Christine

Adam Stern
Adam Stern
An individual

Joseph Nardecchia
Joseph Nardecchia
An individual

SCHEDULE A to OPERATING AGREEMENT
Hancock Wellness Center, LLC

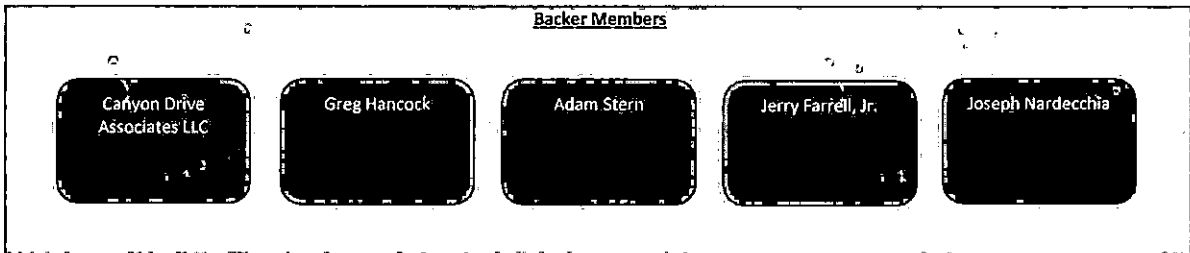
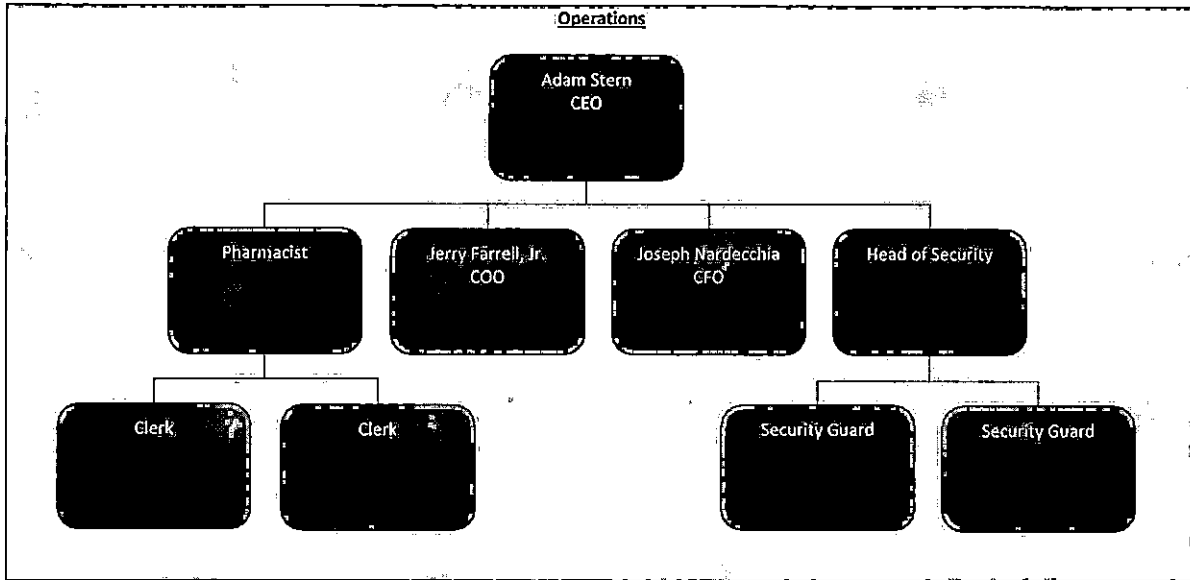
Capitalization Schedule
As of 9/12/15

Initial Contribution

Member Name	Capital Contribution	Units	Percentage Interest
Jerry Farrell, Jr.			
Canyon Drive Associates LLC			
Greg Hancock			
Adam Stern			
Joseph Nardecchia			

Department of Consumer Protection - Dispensary Facility RFA - September 2015
Section E, Subsection 2, Organizational Chart

2



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 3, Information Security

Mr. Adam Stern, Chief Executive Officer, will be responsible for all information security requirements. As his qualifications below indicate, he has an extensive Information Technology background. Specifically, in his present position with Innovative Insurance, he is specifically responsible for the safeguarding of all electronic data which that company, a healthcare insurance company, keeps in reference to its patients\insured parties.

ADAM M. Stern 90 Terrell farms road Cheshire CT 06410 203)-393-6868 amstern01@gmail.com

objective

To create opportunities for growth and development within the Interactive Entertainment Industry. I wish to leverage my existing industry knowledge and education to the benefit of the company, while increasing my capabilities on the job.

Qualifications Summary

- An experienced technologist with a business background and education that can bring together disparate stakeholders to create a product and/or revenue opportunity.
- A demonstrated thought leader in video game design, with experience in bringing product from concept to completion, and product launch
- A cross-team collaborator that can interface directly with principal developers, locally and off-shore, and multiple teams to communicate business and technical constructs, while driving towards a results oriented outcome.
- Effective communicator with the ability to harness resources to implement the goals and objectives of a mission. Adept at building and managing relationships in diverse cultural settings.
- Adaptable leader with a proven track record of community service. Traveled extensively to different cultures for humanitarian and scientific projects.
- Excellent verbal and written communication skills with experience at the executive level; trained in Acting, Public Speaking, & Social Psychology
- Proficient in most major commercial software, i.e. Word Processing, Spreadsheet Design, Presentation, & Graphic Design

Employment History and Experience

Innovative Health Plan, New Haven, CT

2015-Present

Innovative Health Plan is an established Country wide insurance provider that deals with claims ranging from 50 customer based companies to those in the hundreds and thousands.

Position: Marketing, Social Media, Office, and IT Manger. Works closely with IT department and web developers to ensure client information is safe and secure.

Adam Stern Consulting, Cheshire, CT

2013-Present

Adam Stern Consulting is a one year old company focused on increasing Interactive Entertainment and Medical Manufacturing Companies social media exposure, market shares, and overall success. Customers include AgCore Technologies and IHP.

Liquid Generation, Beverly Hills, CA

2011-2013

Liquid Generation is a ten year old company (www.liquidgeneration.com) which is a humor based, gaming and animation platform for interacting with likeminded individuals.

ACTV8 Inc. Beverly Hills, CA

2011-2013

ACTV8 Inc. (www.actv8.me) is a Business-to-Business multi-platform, multi-media, digital advertising company that connects buyers to advertisers by providing a richer user experience through the use of Next Generation TV technology.

Position: Marketing Manager and Technical Advisor reporting to the company President of the above integrated affiliates.

Major clients include: Fox, Oxygen, Virgin Mobil, ABC, NBC, America Movil and Telmex. Some examples of joint business initiatives include the companion applications for The Celebrity Apprentices, Fox's New Girl, The Word Series of Poker, The Football Hall of Fame, and The Ultimate Chef.

Major Job Responsibilities

Application and Game Envisioning, Q & A and Beta Testing, Market Research, and Go-to-Market Strategies.

Job Duties Include:

- Lead the development team of four from concept through completion of a new video game as well as contributing to in process applications and game development.
- Reviewed and analyzed game direction, resulting in final pathway to the largest market opportunity.
- Directed Marketing Strategy, based on extensive market research directed at favorable placement on a top twenty list.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 3, Information Security

- Determined business and price model, resulting in a subscription-based model with ramped pricing, rather than advertising and/or content sales. This involved substantial research efforts in reviewing the success and failure of similar games, e.g. “Angry Birds”, “Fruit Ninja”, “Where’s My Water”
- Performed Q&A (pre-Beta) testing and reported and tracked feedback for improvement
- Authored FAQ’s for multiple applications
- Authored “Tutorials” for multiple application/game websites.
- Authored “How to Register Your Application” for multiple applications/game website
- Co-authored trivia, polls, and factoids for multiple applications/games
- Authored tutorial overlay pages for investors and potential clients
- Determined “game build” design concepts on an ongoing basis through final revision and release, resulting in final product
- Researched multiple game review sites and identified best opportunities for active game reviews for product launch
 - Prioritized cost-efficacy of various ad-platforms, e.g. Facebook, iTunes, Twitter, and determined the pathway to capture relevant demographics
 - Researched how successful games conducted their Go-to-Market strategies and applied best practices model, i.e. Celebrity Endorsement, Offshore market presence, Ratings and Reviews strategy
 - Tracked competitors new game launches and trends to determine efficacy, points of success, and points of failure
- Worked continually with the CEO’s of both Active8 and LG to provide continuity on joint business initiatives and provide guidance for prioritization of resource allocation.
- Guided external Alliance initiatives including organizing and chairing executive mindshare between LG and CEO Carlos Slim Jr. of American Movil, leading to extended investment funding for LG, and a possible business alliance between the two companies
- Public Relations duties included authoring Press Release and working with Chief Editor
- Leveraged previous theatrical experience to provide direct voice-overs for game characters and assisted with production

Project Work

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 3, Information Security

1. "Fat Kid Ninja" – A touch screen video game that combines action, adventure and comedy, which is targeted at millenials and is monetized by subscription. Released 5/2012
2. "New Girl" – A companion application to the hit television series "New Girl" (FOX NETWORK) which allows end-users to interact with the show in real time, episode by episode, and which monetizes through advertising and product placement. Released 4/2012
3. "The Celebrity Apprentice" -- A companion application to the hit television series Donald Trump's "The Celebrity Apprentice" (NBC). The application uses fingerprint technology to coordinate a real-time experience which allows the end-users to interact with the application during an episode, and feeds targeted advertising based on known audience demographics. Released 1/2012.
4. "Pro-Football Live, In-play". A companion application for Sunday Night Football, which prompts viewers with statistics, trivia, fact and humor based questions, and provides live feedback. Tracks end users experience and provides incentives and targeted advertising. Release date 1/2013

References

1. Miguel Torruco Marques, Secretary of Tourism MX
2. Ronald Angelo, Commissioner of the Department of Economic Development CT
3. Robert Harris, Producer at Triangular Entertainment
4. Pat Carroll, Executive Chairman Valid Soft
5. Baldev Duggal, President and CEO of Duggal Visual Solutions
6. Carlos Slim Domit, CEO and Chairman, American Movil

Education

Lynn University, Boca Raton, FL 2011

Bachelors of Science (Business) – Deans List

George Washington University, Washington, DC 2006-2008

History Concentration

CHOATE ROSEMARY HALL, Wallingford, CT 2006

Diploma with Honors

Volunteer Work and Accomplishments

President's Volunteer Service Award, President's Council on Service and Civic Participation

Bronze Award

Areas of focus included humanitarian aid, teaching, aiding families in crisis, school construction and protecting endangered aquatic species

National Collegiate Athletics Association Honors Class (by invitation)

NCAA Headquarters in Indianapolis, IN

NCAA's mission is to help protect student-athletes and to improve athletic and academic excellence

Worked directly and virtually with NCAA employees to educate, promote awareness and reduce the exploitation of student-athletes

2011 SUPER BOWL Experience Class, Arlington, TX

Worked with NFL staff and NFL alumni

Organized and hosted celebrity NFL Alumni dinner.

Assisted with the NFL Experience by volunteering for NFL Security team and manning exposition booths

Department of Consumer Protection - Dispensary Facility RFA, September 2015
Section E, Subsection 5, Indebtedness

INDEBTEDNESS

Hancock Wellness Center LLC has no indebtedness. The owners of equity in the company will pay expenses of the company, in relation to their percentage interest, during the pre-licensing period and during the buildout of the dispensary facility.

Department of Consumer Protection -- Dispensary Facility RFA, September 2015
Section E, Subsection 6, Audited Financial

Hancock Wellness Center, LLC
Financial Statements
and Independent Auditor's Report
September 18, 2015

Hancock Wellness Center, LLC

Index

	<u>Page</u>
Independent Auditor's Report	2-3
Balance Sheet	4
Statement of Operations	5
Statement of Changes in Members' Equity	6
Statement of Cash Flows	7
Notes to Financial Statements	8-9

Sager & Bocek
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 545
West Haven, CT 06516
Telephone: 203-931-7629/ Fax: 203-931-7630
Email: bob@taxsagecpa.com & robb@taxsagecpa.com

INDEPENDENT AUDITOR'S REPORT

To the Members of Hancock Wellness Center, LLC
6 North Main St.,
Suite 202
Wallingford, CT 06492

September 18, 2015

We have audited the accompanying financial statements of Hancock Wellness Center, LLC, a limited liability company, which comprises the balance sheet as of September 18, 2015, and the related statements of operation, stockholders' equity, and cash flows for the period from inception, August 31, 2015 to September 18, 2015, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Sager & Bocek
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 545
West Haven, CT 06516
Telephone: 203-931-7829/ Fax: 203-931-7830
Email: bob@taxsagecpa.com & robb@taxsagecpa.com

INDEPENDENT AUDITOR'S REPORT

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hancock Wellness Center, LLC, as of September 18, 2015, and the results of its operations and its cash flows for the initial period then ended in accordance with accounting principles generally accepted in the United States of America,

Sager & Bocek CPA's, LLC

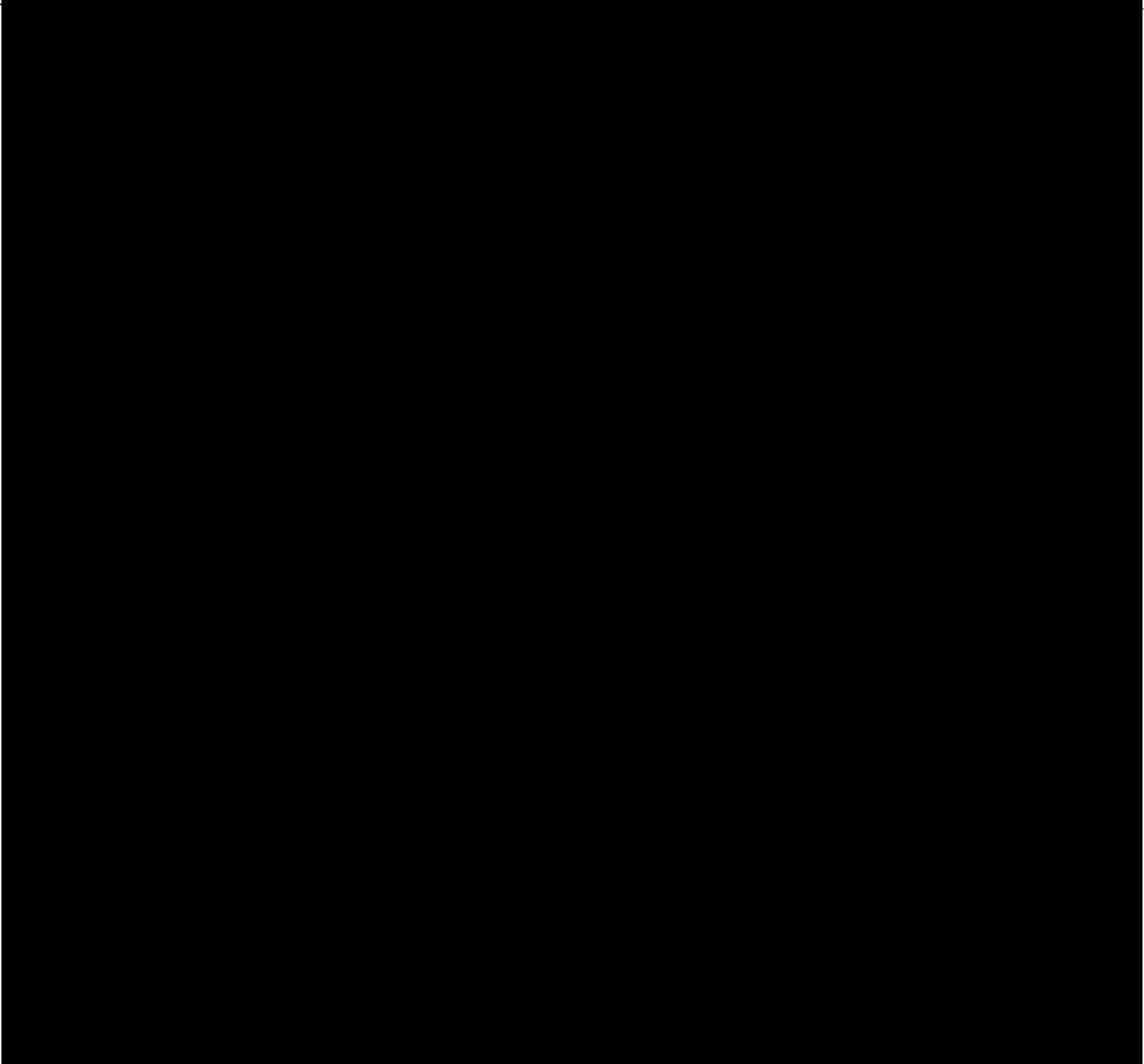
Sager & Bocek, CPA's, LLC
Milford, CT
9/18/15

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 6, Audited Financial

Hancock Wellness Center, LLC

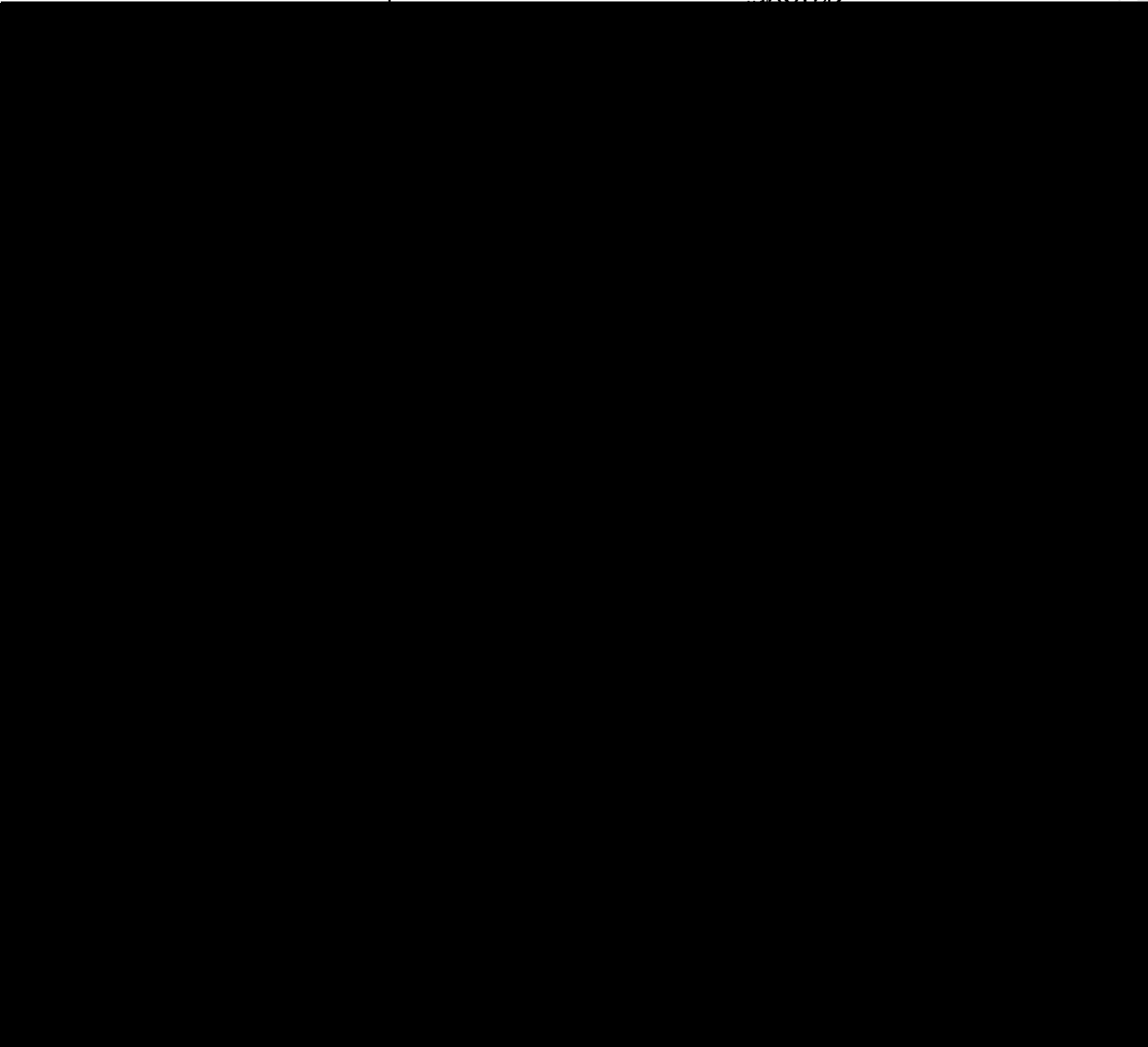
Balance Sheet

September 18, 2015



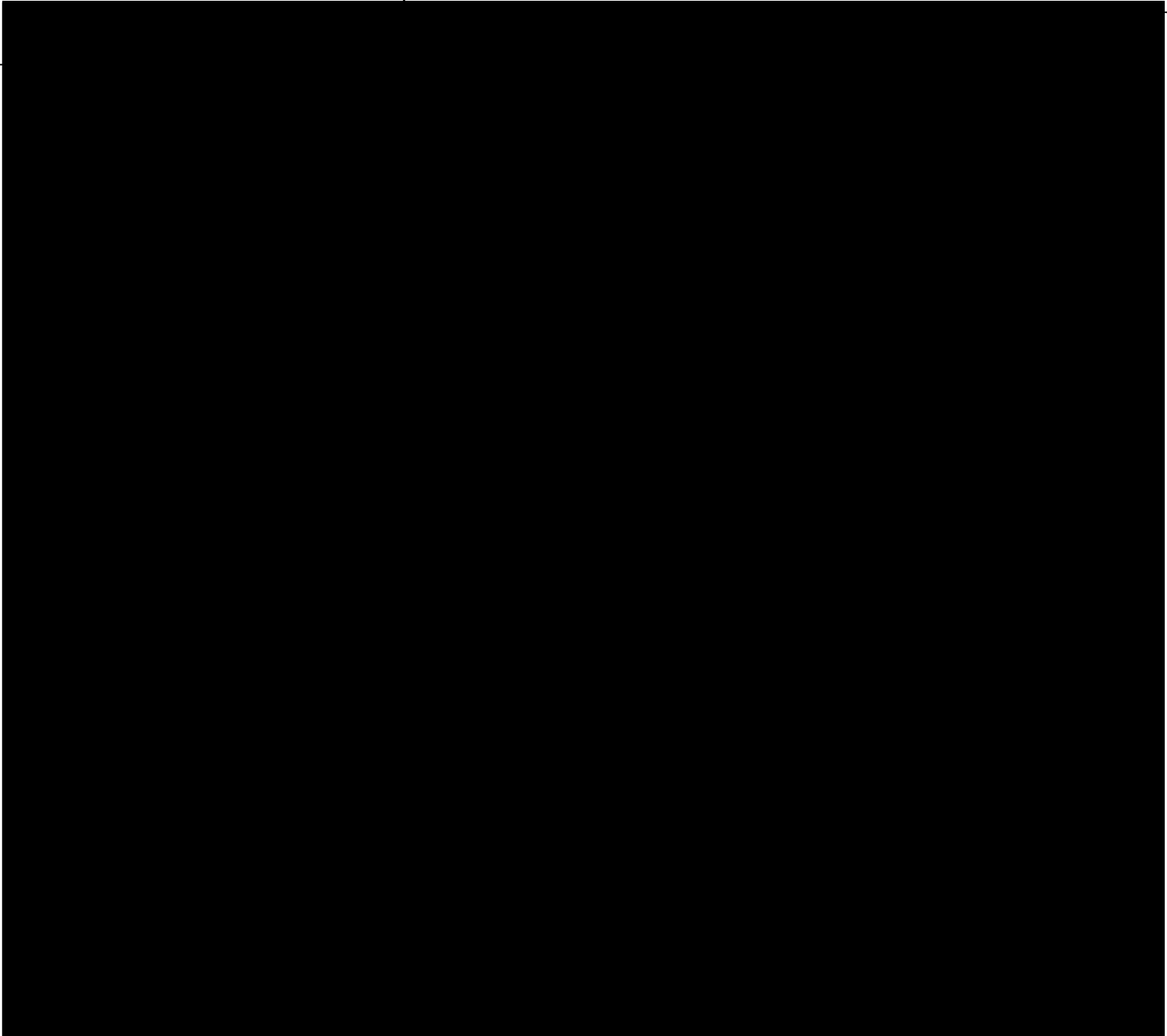
See Independent Auditor's Report and Notes to Financial Statements.

Hancock Wellness Center, LLC
Statement of Operations
Period from Inception to September 18, 2016



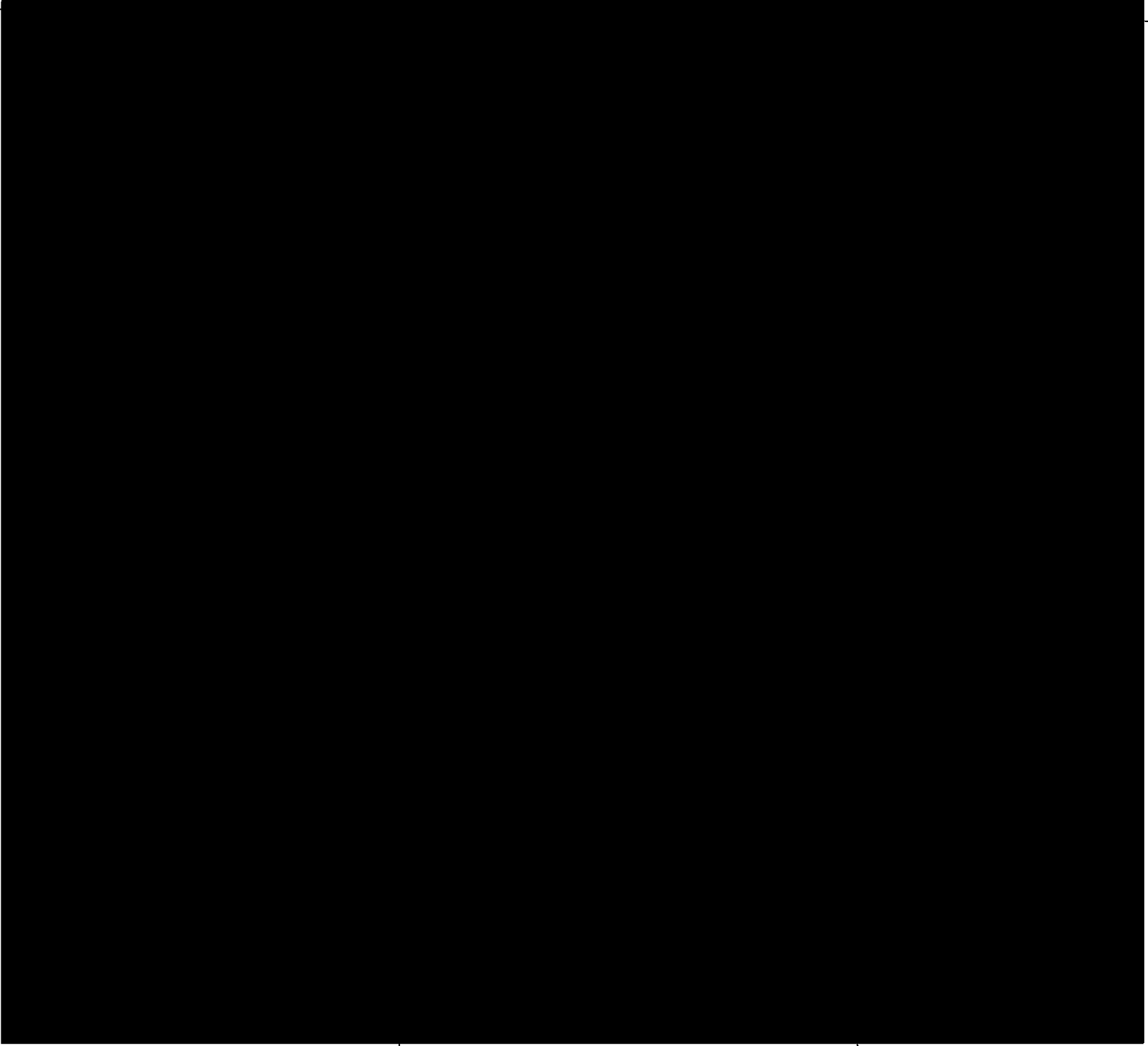
See Independent Auditor's Report and Notes to Financial Statements.

Hancock Wellness Center, LLC
Statement of Changes in Members' Equity
Period from Inception to September 18, 2015



See Independent Auditor's Report and Notes to Financial Statements.

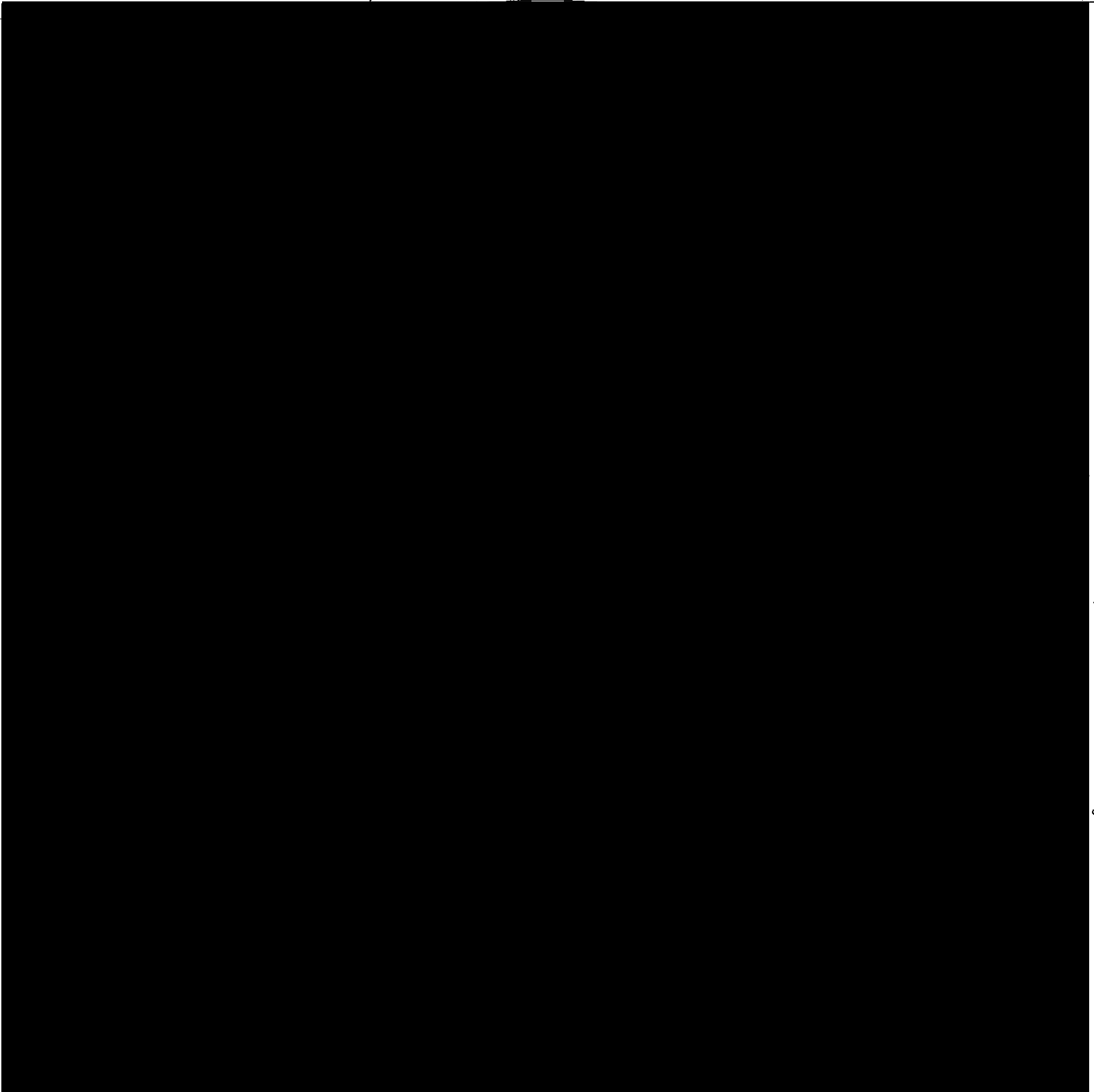
Hancock Wellness Center, LLC
Statement of Cash Flows
Period from Inception to September 18, 2016

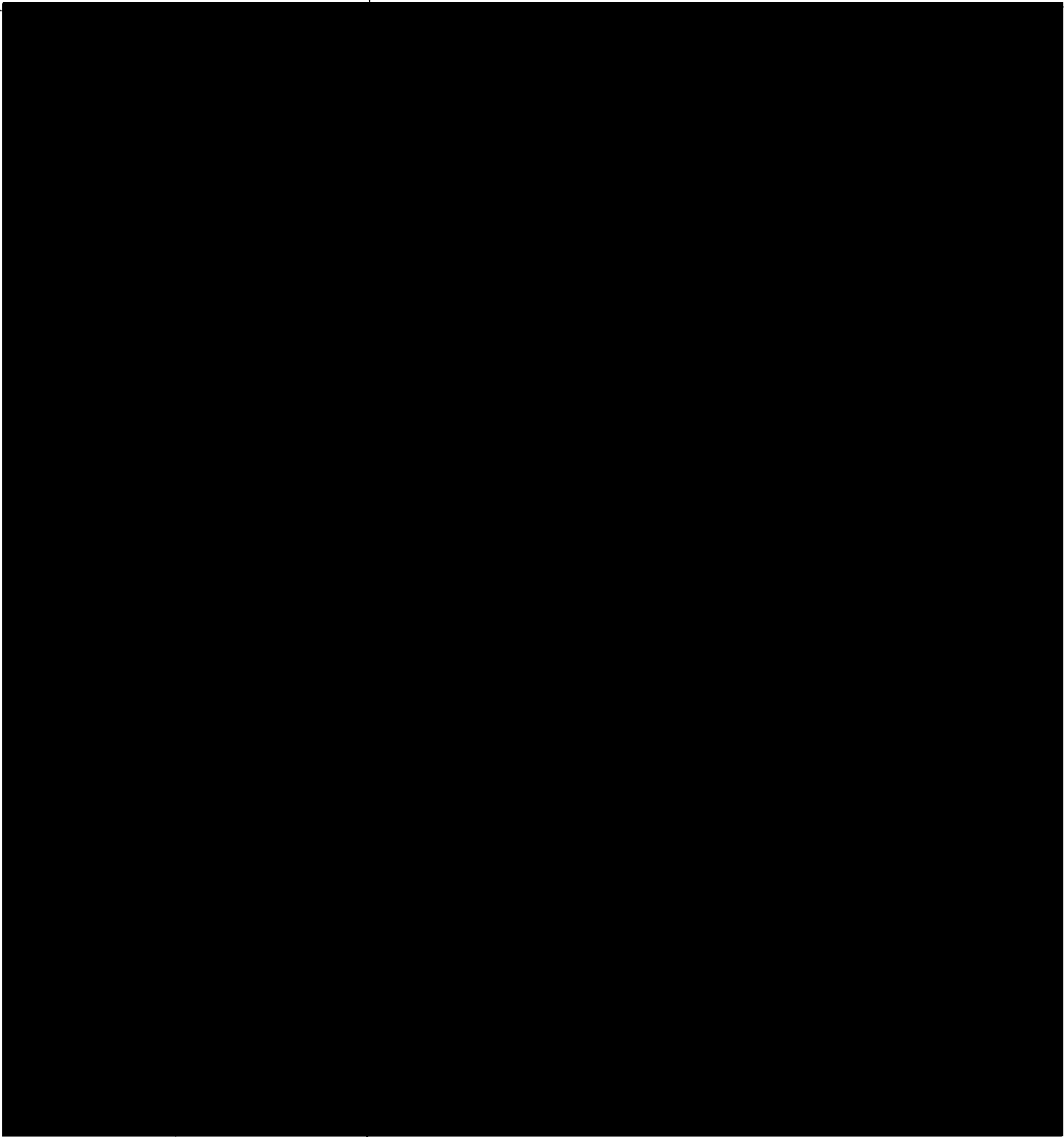


See Independent Auditor's Report and Notes to Financial Statements.

Hancock Wellness Center, LLC

Notes to Financial Statements

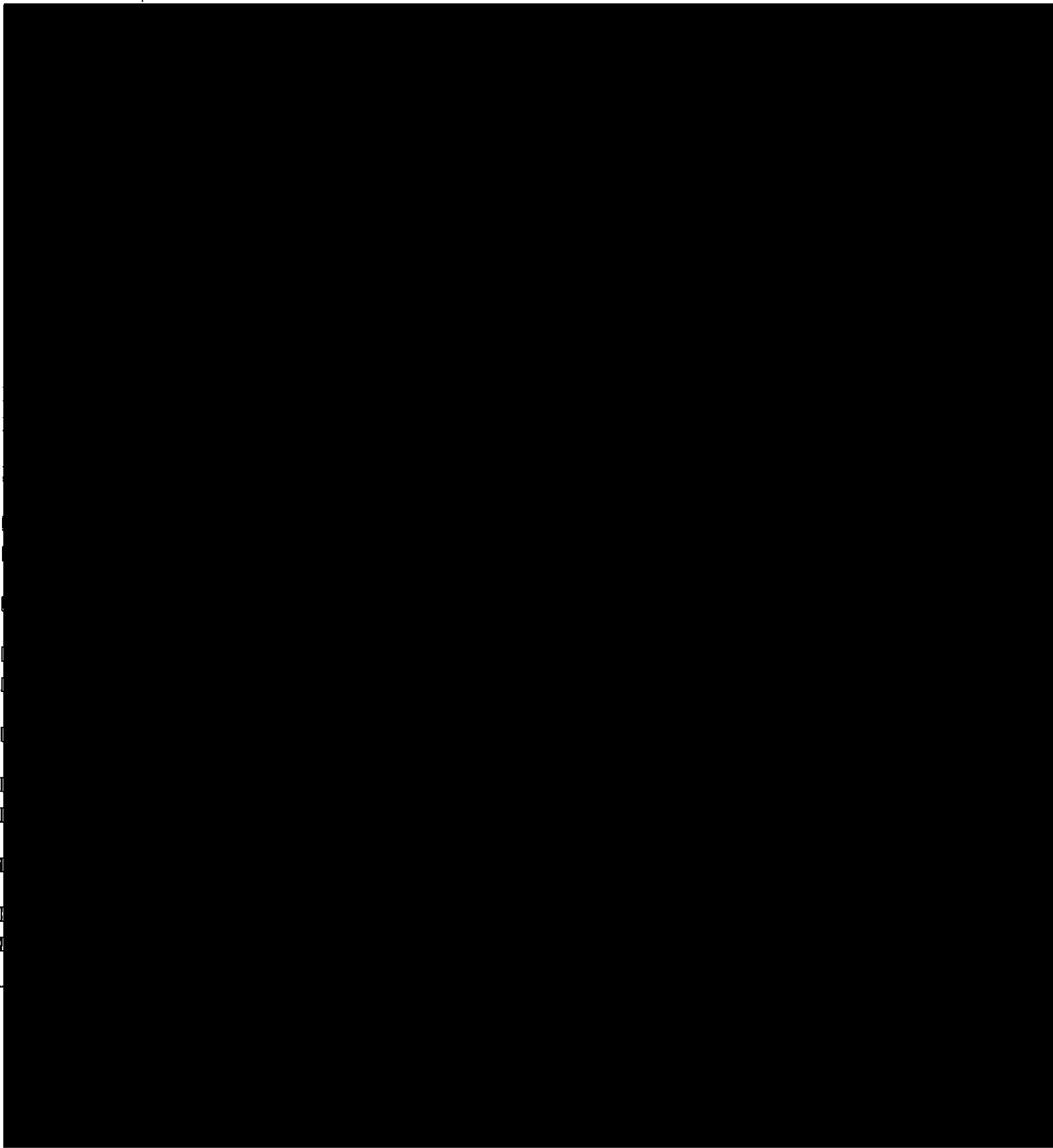




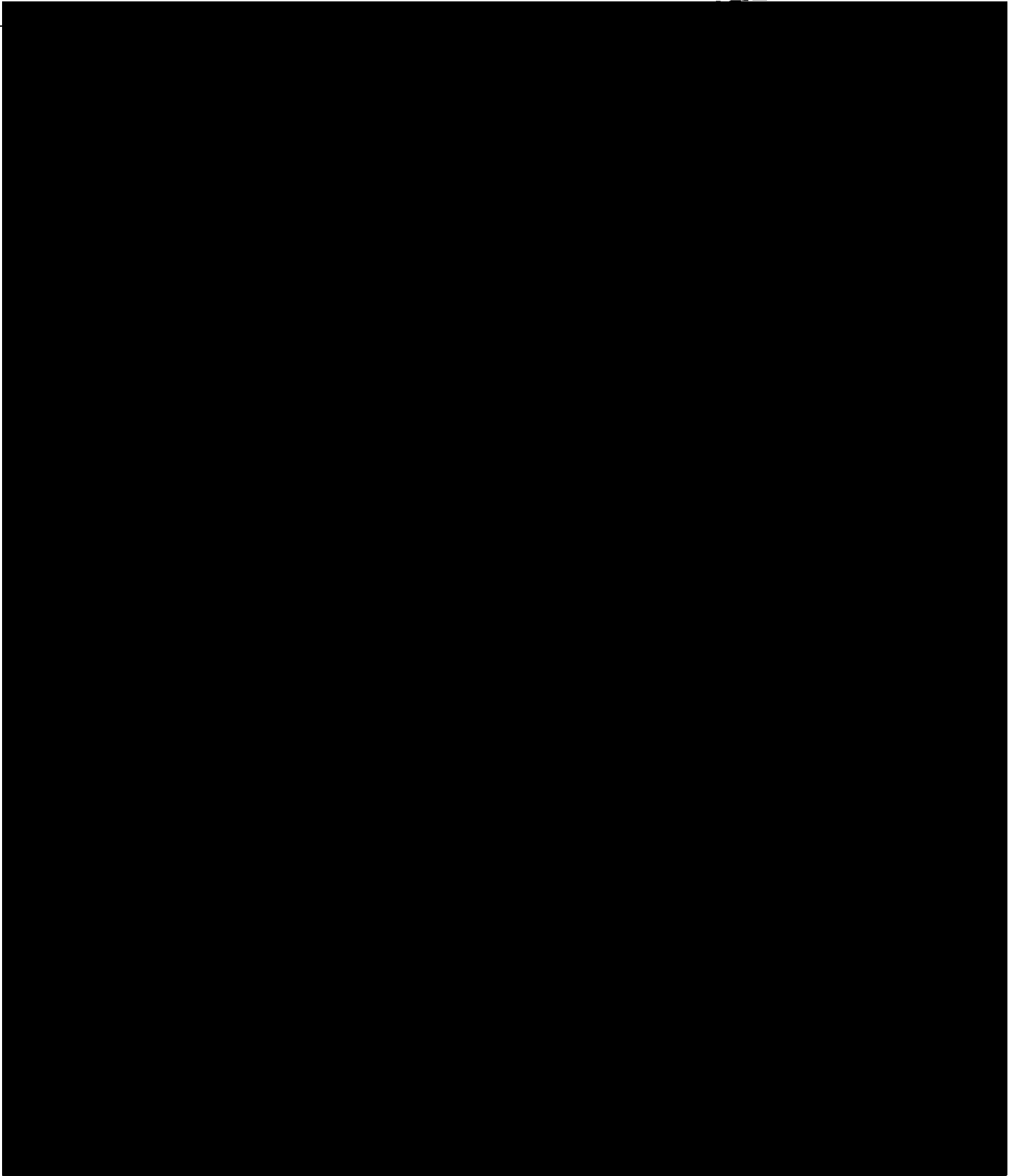
Department of Consumer Protection – Dispensary Facility RFA, September 2015

Section E, Subsection 7, Planning Numbers

Hancock Wellness Center, LLC
Budget: 2015 - 2018



Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section E, Subsection 8, LLC Tax Returns



EMPLOYEE WORKING ENVIRONMENT PLAN

HWC will provide a safe and economically beneficial environment for its employees. Our extensive building security system detailed in Appendix A, Section L will ensure the safety of our employees.

All employees will receive ongoing continuing education as to pharmacy good practices, OSHA standards, and situations involving employee physical safety.

Employees are expected to follow a code of conduct that is further detailed in our employee manual, including standards on harassment, privacy, and other job related behavior protocols.

We plan to offer medical insurance as outlined in the Patient Protection and Affordable Care Act (PPACA). In addition, dental insurance, life insurance, short and long term disability coverage and other miscellaneous benefits will be offered to all eligible employees. We will provide uniforms to employees.

In addition to an ongoing continuing education schedule, HWC will offer educational reimbursement for selected job related courses taken by eligible employees who receive a grade of "B" or better.

The company will make available a 401k plan to all eligible employees that will include a company match.

We plan to make our wage levels above the average for other area industries, and will conduct a wage and benefit survey in order to determine our pay scale.

EMPLOYEE HANDBOOK

HANCOCK WELLNESS CENTER

EMPLOYEE HANDBOOK

WELCOME AND INTRODUCTION

The Board of Directors and your fellow employees welcome you to Hancock Wellness Center !

We hope that your association with us will be both rewarding and satisfying.

HWC exists to give licensed patients safe, regulated access to organic medical cannabis. Thank you for supporting this goal.

Our qualified, compassionate, and enthusiastic staff help make HWC an outstanding place of employment.

Together, we can move forward in our mission of service to the community.

HWC's goal is to provide high-quality services to our patients while giving our employees a dynamic and creative atmosphere in which to flourish.

As an employee of HWC, the importance of your contribution cannot be overstated.

This handbook will introduce you to our policies and benefits. It is important that you read it promptly and that you have a complete understanding of the contents.

The policies and practices described in this manual apply to all employees and each business operated by HWC.

If you have any questions, please do not hesitate to speak with your Center Managers, Department Managers, or any one of the administrative staff members.

Thank you for joining the staff of HWC. We look forward to working with you.

SECTION I:

ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK

IMPORTANT

This Employee Handbook is provided to employees of Hancock Wellness Center LLC merely as a description of various company policies, procedures, and employee benefits to assist you in conduct of Company business. HWC reserves the right, at its sole discretion, to change at any time its policies and procedures.

THIS EMPLOYEE HANDBOOK IS NOT A CONTRACT. NOTHING IN THIS HANDBOOK SHALL CREATE OR IS INTENDED TO CREATE, OR SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED.

All employment with HWC is "at will", which means that your employment may be terminated, with or without cause, or with or without notice, at any time, at your option or at the option of HWC. This "at will" policy can be changed or modified in writing and signed by the C.E.O. of HWC. No other officer, representative, or employee of HWC has any authority to make employment agreements of any kind.

This Handbook is the property of HWC and must be returned (if printed or copied in any manner) upon the request of the employee's manager, or at the time of termination.

I have read and understood the above statement and agree to read the Employee Handbook which I hereby acknowledge having received.

Employee Signature

Date

Employee Name (please print)

PLEASE SIGN AND RETURN THIS PAGE TO THE CORPORATE OFFICE.

WHO WE ARE

As a dispensary, HWC offers a broad range of organic medical

cannabis products, formulates effective treatment plans for patients, and sets the standard for legal compliance and operational transparency in the State of Connecticut.

Our core values have always been and shall remain patient care, regulatory compliance, and unambiguous compliance with Connecticut law.

Quality control and standardized products are key to gaining market share and meeting state regulatory requirements.

ORGANIZATIONAL STRUCTURE

BOARD OF HWC

The Board of HWC, headed by the Chief Executive Officer, is responsible for setting policies for HWC employees. The Board also includes the Chief Financial Officer, the Chief Technical Officer, Chief Operating Officer and others as the owners of HWC shall designate.

The Board employs the Managers to whom it delegates responsibility for the day-to-day administration of the organization.

The Managers organize the staff with policies set and approved by the Board.

The Board endeavors to review personnel policies quarterly.

All amendments approved by the Board will be given to each employee for inclusion in their manual.

Employees are accountable to HWC Managers, who are responsible for day-to-day operations of our facilities.

We maintain an open door policy for employees to have access to and discuss issues with all levels of management.

MANAGERS

Each department has a daily Department Manager who is responsible for scheduling breaks, training and coaching daily staff, managing inventory, ordering supplies, and other tasks. The daily staff in each department report to the Managers.

EMPLOYEES

HWC strives to provide the very best service in a professional and friendly atmosphere. The manner in which people are treated reflects directly upon the reputation of HWC. Employees are expected to be courteous, friendly and helpful at all times.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Employees report to the Department Managers. Employees may be scheduled to work in different positions in your Department.

It is the responsibility of each employee to follow the Managers' direction and to act in accordance with this information.

Any job-related problems should first be discussed politely and calmly with the other individual involved.

Most matters can be resolved at this level without the need for management interference. If a problem cannot be resolved at this level, or if an employee does not feel comfortable talking to the other individual involved, then they should discuss the matter with their Department Manager. Again, many of the conflicts that arise in the typical work environment can be settled at this level.

If a matter is not resolved satisfactorily with the Manager, the employee should advise the Manager that the matter will be discussed with a Director to determine the next step.

If the employee feels it is not appropriate to discuss the matter with his or her Department Manager, the employee should speak with a manager in another department or any Director.

HANDBOOK INTERPRETATION

IMPORTANT

This Employee Handbook is provided to employees of HWC merely as a description of various company policies, procedures, and employee benefits to assist you in the conduct of company business. HWC reserves the right, at its sole discretion, to change at any time its policies and procedures.

THIS EMPLOYEE HANDBOOK IS NOT A CONTRACT. NOTHING IN THIS HANDBOOK SHALL CREATE OR IS INTENDED TO CREATE, OR SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED.

All employment with HWC is "at will", which means that your employment may be terminated, with or without cause, or with or without notice, at any time, at your option or at the option of HWC. This "at will" policy can only be changed or modified in writing and signed by the President of HWC. No other officer, representative, or employee of HWC has any authority to make any employment agreements of any kind. Please keep this Handbook readily available and promptly insert updated material provided to you. Contact your immediate supervisor or manager or the Corporate Office for clarification of information or answers to questions.

NOTICE

THIS HANDBOOK IS NOT A CONTRACT. HWC RESERVES THE RIGHT TO RESCIND, MODIFY OR DEVIATE FROM THE TERMS OF THE HANDBOOK AT ITS SOLE DISCRETION, REMAIN FREE TO CHANGE WAGES AND WORKING CONDITIONS WITHOUT EMPLOYEE CONSENT OR NOTICE, AND MAINTAIN THE ABSOLUTE RIGHT TO DISCHARGE AN EMPLOYEE WITH OR WITHOUT GOOD CAUSE.

EQUAL EMPLOYMENT OPPORTUNITY

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

It is and will continue to be the policy of HWC that all persons are entitled to equal employment opportunity based on their individual qualifications, performance, and potential without regard for their race, color, religion, age, gender, marital status, sexual orientation, national origin, veteran status, or disability, as required by state and federal law.

In compliance with the provisions of applicable state and federal civil rights laws, every effort will be made to employ the most qualified individuals without regard to the above factors and to provide reasonable accommodation to the disabilities and religious practices of individuals. Additionally, it is our policy to provide promotion and advancement opportunities in a non-discriminatory fashion.

NON-DISCRIMINATION AND SEXUAL HARASSMENT POLICY

It is the policy of HWC that its employees and their work environment will be free from all forms of unlawful harassment and intimidation. The Company does not and will not permit or tolerate employees to engage in unlawful discriminatory practices, sexual harassment, or harassment based on race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability. Unlawful harassment by any employee, supervisor, manager, or person doing business with the Company is strictly prohibited.

Harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of his/her race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability and that creates an intimidating, hostile, or offensive work environment. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, gender, national origin, age, sexual orientation, veteran status, disability, or other factor protected by applicable state or federal laws. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or when submission to or rejection of such conduct is the basis for employment decisions affecting a worker.

SEXUAL HARASSMENT DEFINED

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or a basis for employment decisions; or
- (b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits, such as favorable reviews, salary increases, promotions, increased benefits, or continued employment, constitutes sexual harassment.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- making unwelcome sexual advances, telling sexually explicit jokes
- making or threatening reprisals after a negative response to sexual advances
- using epithets, or slurs
- making derogatory comments about an employee's body or dress
- leering; making sexual, obscene, or vulgar gestures; or displaying sexually suggestive or derogatory objects, pictures, cartoons, drawings, or posters
- sending sexually explicit e-mails or voicemails
- initiating uninvited touching of a sexual nature
- making unwelcome sexually-related comments
- teasing or taking other actions directed toward a person because of the person's gender
- touching, assaulting, impeding or blocking movements
- making requests for sexual favors or demands for sexual favors in exchange for favorable treatment

INVESTIGATION AND FINDINGS

Any employee who believes that he/she is being sexually harassed, or harassed on the basis of race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability, should immediately report his/her concerns to his/her Manager. If the Manager is involved in the conduct about which the employee is complaining, the employee should contact the next higher level management person or the Corporate Office. The Company will take appropriate disciplinary action, up to and including termination of the offending employee(s).

Every Manager or employee who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to a Director in person, by phone, or by e-mail.

HWC will promptly investigate the facts and circumstances of any claim of harassment. HWC generally will interview the complainant and the alleged harasser; conduct further interviews as necessary; document findings regarding the complaint; document recommended follow-up actions and remedies, if warranted; and inform the complainant and others involved of the findings.

Upon completion of the investigation, any employee, including any supervisor or manager, who is found to have engaged in prohibited harassment is subject to disciplinary action up to and including discharge from employment.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

An employee who engages in harassment may be held personally liable for monetary damages should a lawsuit be filed. However, if an investigation of a complaint shows that the complaint or information was false, the individual who provided the false information will be subject to disciplinary action, up to and including termination.

OTHER TYPES OF HARASSMENT

HWC also prohibits harassment on the basis of race, color, national origin, religion, gender, physical or mental disability, age, veteran status, sexual orientation or any other characteristic protected by applicable law. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- Verbal conduct such as threats, epithets, derogatory comments or slurs.
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures.
- Written communications containing statements which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
- Physical conduct such as assault, unwanted touching or blocking of normal physical movements.
- Retaliation for making or threatening to make harassment reports to HWC or for participating in an investigation into harassment allegations.

Any of the above conduct, or other offensive conduct directed at individuals because of their sex, race, color, religion, national origin, pregnancy, age, marital status, disability, sexual orientation, military status or any other characteristic protected by law, is prohibited. All such conduct is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, coworker, client, customer, vendor, or other third party.

This policy applies to all employees, applicants, and contractors, including supervisors and non-supervisory employees, as well as vendors, customers, clients, or others who enter our workplace.

PROTECTION AGAINST RETALIATION

HWC takes complaints of discrimination and harassment very seriously. Thus, there is no need to follow any formal chain of command when making a report. However, if the employee files a report under this policy and has not received a satisfactory response within two business days, they should immediately contact one of the Directors .

No employee will be subject to, and the Company prohibits, any form of discipline or retaliation against any employee for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by HWC or a federal or state enforcement agency. Employees should immediately report any retaliation to a supervisor or Director or Manager. Any complaint will be immediately, objectively, and thoroughly investigated in accordance with the investigation procedure outlined above. Anyone, regardless of position or title, whom HWC determines

has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination.

SECTION II: EMPLOYMENT INFORMATION

APPLICATION FOR EMPLOYMENT

All applications for employment are to be referred to the HWC Corporate Office. It is the policy to hire and promote those individuals who are best qualified to fill the positions available.

ATTENDANCE

Attendance by employees at their assigned work place and on their assigned schedule is a key element of good employee performance and Company productivity. Each employee is responsible for attending work on a timely and consistent basis. Each manager must track absences and tardiness for each employee, and provide appropriate counseling to employees as needed.

An employee's attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, approved time off, and other employment statuses. HWC understands that at times it may be necessary for an employee to be away from work during scheduled work hours due to emergencies, illnesses, or pressing personal business.

If an employee is unable to report to work, or will be arriving late, it is his or her responsibility to contact his/her manager, no later than one (1) hour before his/her scheduled start time each day that they are expected to be at work, noting the expected date and/or time of return. It is requested that employees provide their manager with as much time as possible to arrange for coverage while employee is absent. If employees know in advance that they will be absent, they are required to request this time off directly from their manager. Their manager will determine the most suitable time for them to be absent from work. The work schedule will be posted one week in advance. In the event that an employee cannot work one of the scheduled work periods, it is the responsibility of the employee to make arrangements for coverage of that shift.

Absence or tardiness may be due to adverse weather. Weather makes travel difficult at times; HWC does not expect its employees to put their lives at risk. When weather conditions are fair or moderate, HWC expects its employees to arrive at work on time by leaving home earlier to allow for the conditions. In unusually harsh conditions, HWC understands it may take employees longer to travel to work and, therefore, may result in their arriving later than their usual start time.

HWC expects its employees to have adequate transportation so that they will be able to report for work as scheduled. For this reason, any absence or tardiness due to transportation problems is considered unexcused.

EMPLOYEES MUST ACCURATELY CLOCK-IN AND OUT THEIR WORK HOURS. EMPLOYEES MAY NOT CLOCK OTHER EMPLOYEES IN OR OUT.

CLOCKING OTHER EMPLOYEES IN OR OUT WILL BE GROUNDS FOR IMMEDIATE TERMINATION.

OCCASIONALLY, EMPLOYEES ARE REQUIRED TO ATTEND MANDATORY MEETINGS. UNEXCUSED ABSENCE FROM ONE OR MORE MANDATORY MEETINGS MAY LEAD TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

AN EMPLOYEE'S ABSENCE FROM WORK FOR ONE (1) DAY WITHOUT NOTIFYING HIS/HER MANAGER OR THE CORPORATE OFFICE WILL BE CONSIDERED A VOLUNTARY RESIGNATION.

BE AWARE THAT EXCESSIVE ABSENTEEISM, TARDINESS OR LEAVING EARLY MAY LEAD TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

CLASSIFICATION OF EMPLOYEE STATUS

All employees of HWC are employed for an indefinite term, and either the employee or the Company may terminate employment, with or without cause, at any time. This status can only be altered by a written contract of employment which is specific as to all material terms and is signed by both the employee and the President of HWC. No verbal statement or promise from a manager or supervisor shall be interpreted as nor will it constitute an agreement or contract with an employee. All employees will be classified as one of the following:

Regular, Full-Time Employees

A regular, full-time employee is an individual who is so classified, whose employment is for no definite term, and who is scheduled to work a minimum of thirty-five (35) hours per week on a regular basis. A regular full-time employee is eligible for leave time and holidays.

Regular, Part-Time Employees

A regular, part-time (benefits ineligible) employee is an individual who is so classified, whose employment is for no definite term, and who is scheduled to work less than thirty-five (35) hours per week on a regular basis. A regular, part-time employee is not eligible for paid leave time, or paid holidays.

Temporary Employees

A temporary employee is an individual who is so classified and whose work assignment is expected to be of limited duration. A temporary employee is not eligible for paid leave time, or paid holidays.

CLASSIFICATION OF POSITION - EXEMPT VS. NON-EXEMPT

In addition to an employee's status, all employees are classified as either "Exempt" or "Non-exempt" depending on the positions they are filling. In general, "Exempt" refers to an employee who is exempt under the executive, administrative, or professional exemptions from the minimum wage, timekeeping, and overtime requirements of the Fair Labor Standards Act (FLSA) and any similar requirements of applicable state law.

"Nonexempt" refers to an employee who is not exempt from these FLSA or state law requirements. Whether or not an employee is considered exempt or non-exempt is governed by applicable state and federal wage and hour laws. These terms are defined as follows:

Exempt Employees

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

All exempt employees are paid on a salary basis and the employee's salary is total compensation for all hours worked in a workweek. Exempt employees' rates of pay are generally stated in terms of monthly or annual salaries. This does not, however, mean that such employees are employed for any definite period of time. Exempt employees are compensated on a semi-monthly pay cycle.

Non-exempt Employees

Non-exempt employees' rates of pay may be stated in terms of either hourly or salary rates and such employees are compensated on a semi-monthly pay cycle (on the 2nd and 17th day of the month; the following Tuesday if the pay cycle is on a weekend). Nonexempt employees must accurately report their hours worked in each workweek on a computer-based time sheet. Such employees are paid an overtime premium in accordance with applicable state and federal law.

EMPLOYMENT ELIGIBILITY

Under the Immigration and Reform Control Act of 1986, HWC must verify that every new employee is either a U.S. citizen or is authorized to be employed in the U.S. Further, both the new employee and the Company must complete a government form, INS Form I-9, verifying the prospective employee's identity and indicating that the new hire is authorized for employment. Form I-9 must be completed at the time of hire and eligibility verification must be completed within three business days of that date. Employees who cannot provide proof of identity and employment eligibility within three business days cannot continue to be employed by HWC.

SUITABILITY FOR EMPLOYMENT

Candidates for all positions must be at least age 21 (twenty-one) and must hold any licenses that shall be required by the statutes and regulations of the State of Connecticut for employment in a medical marijuana facility.

Individuals with drug associated criminal felony records are not eligible for employment with HWC.

EMPLOYMENT OF RELATIVES

Employment of relatives of an existing HWC employee will be reviewed by the Board on a case-by-case basis in advance of any job offer made by a manager to ensure that such employment does not involve conflicts of interest or other adverse consequences to business operations. If hired, relatives will not be allowed to supervise or evaluate each other or, if one is a manager, be within the same chain of command. In addition, a relative will not be allowed to work in information sensitive functions including Accounting.

A relative is defined as any person related to the employee by blood, marriage, or adoption in the following degrees: spouse, parent, mother-in-law, father-in-law, stepparent, child, stepchild, grandparent, grandchild, brother, sister, brother-in-law, son-in-law; daughter-in-law, sister-in-law, aunt, uncle, niece, or nephew.

HOURS OF WORK

A regular workweek consists of scheduled workdays comprising thirty to forty (30-40) hours of work during a seven-day period (12:01 a.m. Monday through midnight Sunday).

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Hours and days worked during a regular workweek vary by location. Certain offices or departments may designate "flexible" hours to better meet the needs of our business. Employees may occasionally be required to work overtime hours, on weekends, or other than "regular" hours; advance notice will be given to employees when possible. Employees who are unable to report to work as scheduled will be responsible for personally notifying their supervisor. Messages left with the receptionist or a co-worker is not considered personal notification. When a supervisor is unavailable, a personal message left on the supervisor's voice mail is acceptable. Absences without proper notification may result in disciplinary action up to and including termination. An employee absent from work for one (1) day without notifying his/her immediate supervisor or department manager will be considered to have voluntarily resigned his/her position.

MEAL AND BREAK PERIODS

Meal periods are typically an employee's own free time and are not compensated. Meal periods are normally thirty (30) minutes in length and must be recorded on the point of sale (POS) system for non-exempt employees. If, for some reason, a non-exempt employee is unable to get away from the work area and must work through a meal period, the employee will be paid for the time worked.

Rest breaks are provided whenever workloads permit and in accordance with applicable law. Rest breaks are designated by the supervisor and do not need to be recorded on the POS system.

TOTAL HOURS WORKED	AVAILABLE BREAK PERIOD	AVAILABLE MEAL PERIOD
0-5 hours	One 15 minute break	None
5-8 hours	Two 15 minute breaks	One 30 minute meal
8-11 hours	Three 10 minute breaks	One 30 minute meal

Supervisors may schedule meal and rest breaks with appropriate regard for the workload.

Meal and rest breaks may not be combined so as to be taken consecutively.

CLOSINGS

The facility will be open during regular working hours every working day regardless of weather conditions, unless otherwise notified by Management. Regular working hours may vary by location. Employees should check with their manager if they feel that extreme weather may affect work hours.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Information regarding office-closing procedures specific to each office location will be provided by that location to affected employees.

If the office is open, employees are expected to make every effort to report to work on time and to remain on duty for the entire workday. However, in periods of inclement weather or other emergency conditions, it is not the Company's intention to require employees to take risks that may endanger their safety or the safety of others. If the office is open and the employee chooses not to report to work, the employee may choose to use one of the following options.

- Paid time off (if available)
- Leave Without Pay

If employees are unable to report to work due to adverse weather conditions, they should personally notify their manager as soon as possible. Should the District Manager decide to close the office during working hours due to inclement weather or emergency conditions, employees who reported to work will be paid for actual hours worked. In this case, paid time off time may be substituted (if available) so that the total hours will equal a regular eight-hour workday. Or, if approved by the supervisor, the employee may work extra hours to make up for any time lost due to inclement weather. However, extra hours must be made up during the same pay period in which the time was lost. In the event that a store is closed due to maintenance or repair, management will attempt to accommodate impacted employees by providing them work hours at another location. However, availability of these work assignments cannot be guaranteed.

OVERTIME

While HWC desires to keep work in excess of an employee's regular work schedule at a minimum, there are times when such work is necessary. Non-exempt employees will be paid an overtime premium in accordance with applicable state and federal wage and hour laws.

A regular work week consists of work days comprising thirty (30) to forty (40) hours of work during a seven day period (12:01 a.m. on Monday through midnight on Sunday). Hours and days worked during a regular workweek vary by location. Should overtime be necessary, an attempt will be made to work out a mutually agreeable work schedule with the employee.

All overtime must be approved in advance by the employee's District Manager. Since overtime is worked on an "as required" basis only and is subject to changing working conditions, overtime hours cannot be guaranteed. All overtime worked must be reported on the employee's point of sale (POS) system, whether it was approved in advance or not. Failure to report overtime could result in disciplinary action, up to and including termination.

Authorized leave time such as paid time off, sick leave, bereavement, jury duty, voting time, and company events not requiring the employee's attendance are considered "nonproductive hours" and are not used in the calculation to compute overtime pay. Holiday hours and company-sponsored events held outside of regular office hours which require the attendance of employees (e.g., special training sessions) are considered productive hours and would be included in computing overtime pay provided that the employee attends such event.

PAY PERIODS AND PAY DATES

Because of the difficulty in predicting the number of hours part-time, non-exempt and temporary employees will work, they are paid in accordance with the point of sale system.

If an employee's paycheck is lost, HWC will replace it seven (7) calendar days following the date of the original check. Most times, the paycheck is located during this period. If a paycheck is not found during this seven-day time frame, HWC will stop payment on the first check and issue a new check. HWC will also issue a stop payment if the paycheck is not cashed or deposited before the following calendar Wednesday after payday. Stop payment fees, as set by the bank, will be charged to the employee via payroll deduction, unless it is determined by the Accounting Department that the loss of the check was not the fault of the employee.

In the event an employee disputes the amount of his or her paycheck (e.g., calculation of overtime, deduction of paid time off time or sick leave, deductions, etc.), he or she must submit a written, detailed explanation of the dispute to the Accounting Department within ten (10) business days from the respective payday.

Advances on pay are permitted but must be approved in writing by a Director.

Employees shall not disclose the terms of his or her compensation with any other employee, without written authorization from the Board.

PAYROLL DEDUCTIONS

The Accounting Department will deduct all deductions required by law (social security, federal income withholding tax, state income tax, garnishments, etc.), plus any deductions authorized by the employee in writing, such as insurance premiums.

GENERAL CONFIDENTIALITY

Employment by HWC creates a relationship of confidence and trust with respect to any confidential information that may be disclosed to employees. Such proprietary information includes but is not limited to trade secrets, marketing plans, product plans, business strategies, financial information, customer lists, client lists, potential client lists, and supplier and vendor contact information.

Proprietary information includes that which is identified by the HWC as confidential, is known by an employee to be confidential, or reasonably should be known by an employee to be confidential. Proprietary information can be included in memos, manuals, letters, computer disks, tapes or other information storage devices, hardware or any other media, document or vehicle, or disseminated verbally.

At all times, both during employment with HWC and after employment, employees must keep all proprietary information in strictest confidence. Current and former employees must not use, retain, disseminate, or disclose any such information without the prior written consent of the Board, except as may be necessary to perform duties as an employee of HWC. Upon termination of employment with HWC, employees must promptly deliver to HWC any and all documents and materials of any nature pertaining to work with HWC.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

HWC information must be kept confidential and may not be used for personal gain or any purpose not in the best interests of HWC. Employees must not use any confidential inside information for their own interest or that of others, or provide any such information to others, in connection with the purchase or sale of any personal property, real estate, or securities that HWC is actively considering buying or selling or has decided to buy or sell, or in connection with any other transaction or activity. These obligations with respect to non-public information continue after employees leave HWC.

Any violation of confidentiality seriously injures HWC's reputation and effectiveness. Therefore, please do not discuss Company business with anyone who does not work for the Company, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated. Refer requests for information outside of the normal course of your job to your manager.

BECAUSE OF ITS SERIOUSNESS, DISCLOSURE OF CONFIDENTIAL INFORMATION MAY LEAD TO DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE INVOLUNTARY TERMINATION AND LITIGATION.

CONFIDENTIALITY OF RECORDS AND DATA

Many HWC patients face life-threatening or chronic issues. They entrust us to maintain their confidentiality and care.

Information concerning the personal affairs of patients is confidential. Such information must be communicated in a professional manner by authorized HWC staff for appropriate business purposes only.

Disclosure of patient or staff identities, nature of treatment, or operating practices to outside persons or organizations threatens the privacy of HWC and our patients. Such disclosures can result in discipline including discharge. If you receive a request for information from an outside agency, contact your Manager immediately.

Information about HWC and its participants is to be released only by the Board or authorized staff. Private information regarding employees is not to be given out under any circumstances.

This policy covers all persons working, volunteering or doing business with HWC both during and after employment, volunteering and/or when business with HWC has been completed or terminated. This policy prohibits confidential information from being accessed, disclosed, used or released in any format to or by any person/business that does not have a "need to know" without the proper consent of the individual/participant involved and/or HWC.

Confidential information may be contained via any communication medium, including verbal, written, or electronic (e.g. facsimiles, e-mail, voice-mail etc.), all which are subject to the provisions of this policy. It is the responsibility of every HWC employee, contractor, volunteer, or other third party having access to HWC information to follow all of HWC's policies and to safeguard all Confidential Information.

Conduct of Personnel: All individuals are expected to be professional and maintain confidentiality at all times, whether dealing with actual records, projects, or conversations, and abide by the obligations of

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

contractual confidentiality agreements. Situations in violation of this policy include, but are not limited to:

- a. "Loose" talk among workers regarding medical information or personal information about any patient or fellow employee.
- b. Allowing unauthorized access on HWC computers to confidential patient information, financial data, confidential research data, or employee personal information.
- c. Sharing of information acquired by persons in the course of their work to others who don't have a need to have the information; accessing information that the individual doesn't have the authority to access in the course of their work, or doesn't have a need to know to carry out their job duties.
- d. Sharing of information relative to confidential Human Resources matters.
- e. Disclosure of patient or staff identities, nature of treatment, or operating practices to outside persons or organizations;
- f. Breach of confidentiality obligations regarding the disclosure of confidential information that is subject to a duly signed confidentiality agreement.
- f. Discarding confidential documents in non-secured trash. (Secured shredder bins must be used).

Examples of Types of Information to be Protected:

- Patient Information:
 - Patient information must not be accessed, removed, discussed with or disclosed to unauthorized persons, either within or outside of the institution, without the proper consent of the patient. All individuals having access to confidential information are bound by strict ethical and legal restrictions on the release of medical data. No individual therefore may disclose to a third party, including his/her own family, information learned from medical records, patient accounts, management information systems, or any other confidential sources during the course of his/her work.
- Ongoing negotiations (labor contracts, leases, purchases)
- Pending litigation and/or investigations
- Information regarding business plans and strategies
- Information that is proprietary, e.g., information that allows HWC to be more competitive in the marketplace.
- Confidential commercial or financial information

This information may not be accessed, removed, altered or disclosed unless the Board has given proper authorization. Access or release, falsification or destruction of such confidential individual records is strictly prohibited.

Safeguarding of Information: Confidential information collected and/or generated within HWC shall be maintained in a manner designed to restrict access to those individuals with a legitimate need to know the information.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Handling of Confidential Information.

All individuals who have access to confidential information are prohibited from using, discussing or revealing such information in any unauthorized manner. Unless such information is required by the individual's HWC related responsibilities, accessing confidential information is strictly prohibited. For example, individuals may not:

1. Allow or participate in viewing, accessing, downloading, photographing, using or disclosing confidential information for any purpose other than carrying out legitimate job-related responsibilities. This includes information belonging to the individual, other employees, co-workers, family or friends.
2. Shred, destroy, alter, dismantle, disfigure, prevent rightful access to or otherwise interfere with the integrity of any confidential information and/or information resources without appropriate authorization.
3. Communicate confidential information to any other individual or entity if not required to do so for HWC business purposes. This includes sharing information regarding coworkers, family or friends.

Disposal of Confidential Documents:

Confidential documents must be disposed of utilizing the designated locked containers for shredding.

Responding to Request for Information: All requests for information from outside agencies must be referred to the Department Manager or Center Manager.

REPORTING BREACH OF CONFIDENTIALITY: PERSONS MUST REPORT VIOLATIONS OF THIS POLICY. BREACHES OF PATIENT INFORMATION MUST BE REPORTED TO THE DEPARTMENT MANAGER OR DISPENSARY MANAGER IMMEDIATELY.

DISCIPLINARY ACTION FOR NON-COMPLIANCE: VIOLATION OF THIS POLICY IS CAUSE FOR DISCIPLINARY ACTION UP TO AND INCLUDING DISMISSAL.

TECHNOLOGY POLICIES

Telephones

With the exception of emergencies, personal phone calls and text messaging should take place only during nonworking time, such as meal or break periods. Personal use of company telephones for long-distance calls by employees is not allowed except in the case of an emergency. Employees must obtain approval from a Dispensary Manager or department supervisor to make an emergency long-distance call using company telephones. The use of cell phones is limited to break periods, and they may never be used at workstations.

Media Devices

Personal media devices with earpieces, such as iPods, iPhones, or other types of devices, should be used only during non-working time, such as meal or rest periods. These devices should never be used at workstations or in a manner that prevents the employee from hearing emergency radio or other safety calls.

Use of Internet, E-Mail, and Electronic Communications

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

HWC technology resources are to be used by employees only for the conduct of company business. Employees have no right to privacy with respect to any use of HWC technology resources including but not limited to Internet, e-mail, voice mail, and any other form of electronic communications.

To preserve the integrity of our computer systems, we ask employees to use the Internet and e-mail judiciously and only for business-related needs. The spread of computer viruses can affect HWCs business. For that reason, all access to the Internet must be done through an approved Internet firewall. Never download files from the Internet, accept e-mail attachments from outsiders, or use disks or portable data devices from non-HWC sources, without first scanning the material with HWC-approved virus-checking software.

If it is suspected that a virus has been introduced into the HWC system, notify management immediately. The use of the Internet and e-mail for personal needs is allowed on a limited basis, during breaks and off-work hours, so long as such use does not interfere with the employee's duties and does not conflict with any company policy or company use of the system.

HWC's policy prohibiting all types of harassment applies to the use of electronic communications systems, including Internet access. No one may use electronic communications in a manner that may be construed by others as harassment based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law. No jokes on these bases should be transmitted over HWC's electronic communications systems.

Employees may request a company e-mail address from a Manager. If the request is granted, an address will be assigned that consists of some combination of the employee's first and last names and/or initials.

Unauthorized access or misuse of these systems is not permitted and may result in disciplinary action up to and including dismissal. HWC e-mail should not be used for personal reasons. Employees with HWC e-mail addresses should be aware that HWC may monitor, review, or access their work e-mail account, and that abuse of the account may be grounds for revoking the employee's account and/or access to HWCs computer systems and other disciplinary action up to and including termination.

CONFLICTS OF INTEREST

Incidents or behavior that (1) are illegal, (2) harm patients, (3) result in harm to the professional relationship between staff members and clients with whom they have a personal relationship, (4) that disrupt the harmony of the workplace, or (5) create liability or ill will for HWC may result in disciplinary or legal action including termination.

Employees are not precluded from working another job so long as it does not conflict with the employee's ability to perform effectively or with the mission and activities of HWC. This means, for example, that the job must not have conflicting hours, require use of HWC's equipment or time, require special modification to the employee's work schedule at HWC, and must not involve activities that might substantially interfere with the operations of HWC. Employees should not take other jobs that will cause them to be too tired to perform their job with HWC effectively.

Employees must inform the Manager that they have an outside job. HWC has the right to determine what activities are considered a conflict of interest, but this decision is always subject to review by the Board. Failure to notify may be cause for reduction in hours or grounds for dismissal. Because of the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

potential seriousness of the consequences of an employee's disregard of this policy on HWC's reputation and interests, failure to comply with this policy.

NO UNAUTHORIZED TOURS

Unauthorized tours of any of our facilities or limited access areas are not permitted. No exceptions. Bringing unauthorized individuals into the facility is a dischargeable offense. All tours must be authorized in writing by the Board. Ask the Corporate office for an Authorized Tour Form.

ILLEGAL ACTIVITY

HWC's core values have always been and shall remain patient care, regulatory compliance, and unambiguous compliance with Connecticut law.

As such any indicia of criminal activity by HWC Managers, Employees, Vendors or any other individual or organization in any way associated with HWC will be promptly investigated. If the facts and circumstances support any credible evidence of criminal activity the Company will immediately contact the appropriate authorities; further the individual will be immediately terminated.

Any Manager or Employee who has any information regarding criminal activity has an affirmative duty to report it to any Manager or Director immediately. Should the Manager or Employee not immediately disclose any and all information regarding the unlawful activity; he or she shall be referred to the regulatory authorities and/or local law enforcement and immediately terminated.

EMPLOYEE RELATIONS

Employee Responsibility

It is the duty and the responsibility of every employee to be aware of and abide by existing rules and regulations.

It is also the responsibility of the employee to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established. Employees are encouraged to take advantage of all learning opportunities available and request additional instruction when needed.

Responsibilities of Supervisors, Managers, and Directors

The immediate Department Manager or Director must approach corrective measures in an objective manner. If the employee's performance of an assigned task is the issue, the supervisor, manager or director should generally look to see that proper instructions, appropriate orientation and training have been given and that the employee is aware of the job expectations.

Not only single incidents, but also patterns of poor performance should be of concern as these are indicative of overall performance. If misconduct is the issue, the Department Manager or Director should take steps to make sure that the employee has been made aware of the company's policies and regulations regarding the infraction. If in either case appropriate instruction or information was not communicated, a plan for such communication should be immediately developed and reviewed with the employee.

Employee Conduct

HWC supports the use of progressive discipline to address conduct issues such as poor work performance or misconduct and to encourage employees to become more productive workers and conform their behavior to company standards and expectations. Generally, a supervisor gives a warning to an employee to explain behavior that the supervisor has found unacceptable.

• There are two types of warning, verbal and written.

A verbal warning is when a supervisor verbally counsels an employee about an issue of concern. A written record of the discussion, noting the date, event and recommended action, is usually placed in the employee's file for future reference.

Written warnings are used for behavior or violations which a supervisor considers serious or where a verbal warning has not helped to change unacceptable behavior. An employee should recognize the grave nature of the written warning.

Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the Department Manager and the Human Resources Administrator or designee, may place the employee on a performance improvement plan. This status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the employee will either be returned to regular employee status or, if established goals are not met, dismissal may occur.

HWC reserves the right to administer appropriate disciplinary action for all forms of disruptive and/or inappropriate behavior. Each situation will be dealt with on an individual basis.

HWC has established general guidelines to govern the conduct of its employees. No list of rules can include all instances of conduct that can result in discipline, and the examples below do not replace sound judgment or common-sense behavior.

Examples of employee conduct that would lead to discipline and the usual course of disciplinary action have been separated into three groups, according to the severity and impact of the infraction.

Different violations may be handled differently depending on the group they are in. On the other hand, HWC reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to demotion, verbal and written warnings, suspension with or without pay and discharge.

Because of requirements of the Fair Labor Standards Act (FLSA), exempt employees should not be suspended without pay for less than a week.

Group 1: Documented Verbal Warning on First Offense

- Creating conflict with coworkers, supervisors, patients, visitors or volunteers

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

- Failing to follow hygiene practices as needed for the specific job assignment
- Contributing to unsanitary or unsafe conditions
- Smoking in non-smoking areas
- Leaving the assigned work area or facility without the supervisor's permission
- Loitering or loafing while on duty
- Using facility telephones for unauthorized purposes
- Disregarding the organization's dress code
- Damaging or using organization-owned equipment without authorization
- Abusing lunch and break periods
- Violating other rules or policies not specifically listed

Group 2: Written Warning on First Offense

- Failing to report injuries, damage to or an accident involving company equipment
- Violating any safety rule
- Negligence
- Horseplay that results in personal injury or equipment damage
- Spreading malicious rumors
- Engaging in vulgar or abusive language or conduct toward others
- Copying facility documents for personal use
- Using facility communication systems inappropriately
- Treating customers or coworkers in a discourteous, inattentive or unprofessional manner
- Quitting early without notification or permission
- Being absent for less than three days without notification or permission
- Not following department guidelines concerning notification of absenteeism

Group 3: Dismissal on First Offense

- Dismissal is an immediate termination of employee for serious breaches of responsibility, unsatisfactory performance, or misconduct. A Department Manager may impose dismissal after consultation with a Director.
- Being absent for three or more days without notification or permission (also referred to as a voluntary quit or job abandonment)
- Being dishonest, including but not limited to deception, fraud, lying, cheating or theft

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

- Fighting
- Demonstrating insubordination, including but not limited to:
 - Refusal to do an assigned job
 - Refusal to render assistance
 - Refusal to accept holiday work when assigned
 - Insolent response to a work order
 - Purposeful delay in carrying out an assignment
 - Sabotaging the facility, grounds, or equipment
 - Falsifying company records, such as employment applications and time cards, in any way
 - Engaging in indecent behavior
 - Possessing, using/consuming or being under the influence of alcohol or illegal substances while on the job
 - Sleeping while on duty
 - Carrying a weapon on company property, including the parking lot
 - Disclosing confidential records or information (facility, employee, or patient)
 - Soliciting gifts or tips from business-related contracts
 - Using the facility's computer systems, including accessing confidential computer files and data, without authorization
 - Demonstrating gross misconduct or other serious violations of HWC's policies or procedures

Problem Resolution

Occasionally, an employee may identify a job-related problem, have questions, or wish to issue a complaint. Under most conditions, the employee will be able to resolve the problem directly with the coworker, patient, or visitor involved, using polite and professional communication including active listening and respectful discussion.

An employee may ask a coworker or other supervisor to be present at a complaint discussion with any level of management. Supervisors will need details about the nature of the situation, including names of others involved, dates, written documentation if any, and the employee's expectations for an appropriate solution.

When the issue personally involves an employee's supervisor, or if the employee wishes to have a problem addressed in confidence, they may bypass the supervisor and proceed directly to a Department Manager, or to a Director.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

If the discussion with an employee's immediate supervisor does not answer the question or resolve the matter to their satisfaction, the employee is encouraged to contact a Department Manager either in person or in writing.

Any supervisor who receives notice of a problem is responsible for helping the employee resolve their complaints within two weeks (10 business days) of first notice, with the goal of arriving at a prompt, equitable solution.

When the dispute is with a Dispensary Manager, employees should notify a Department Manager or a Director.

These parties may also ask the employee to prepare a written complaint and submit it for consideration by the Board. This team will investigate the issue, or designate a representative to investigate, with the intention of resolving the conflict in a just and prompt manner. This team will respond in writing to a complaint regarding a Department Manager within two weeks (10 business days). The decision of this committee is final.

PERFORMANCE IMPROVEMENT

In the event of performance and/or behavior problems, corrective counseling may be initiated when Company management believes that an employee's performance or behavior problem can and will be resolved through adequate counseling and support. Corrective counseling is completely at the discretion of Company management. The Company expressly reserves the right to discharge "at will."

The performance or behavior problem which management deems correctable through corrective counseling will be documented and discussed with the employee with recommendations for improvements. If such a performance or behavior problem is not resolved through counseling, further disciplinary action up to and including involuntary termination may be taken

SALARY ADMINISTRATION PROGRAM

Candidates for employment will usually be hired near the minimum of the salary range for that position. Candidates with additional experience may be considered for hire at an increased rate, generally not to exceed the midpoint of the salary range for that position.

Performance-based merit increases may be granted on an annual focal merit review date and in accordance with established merit increase guidelines. An employee who accepts a significant increase in job duties or responsibilities or is promoted into a higher level position will be considered for a salary increase based on the salary range of the new position, the employee's current rate of pay, and performance since the last salary increase.

Employees are encouraged to develop technical skills, breadth of knowledge, expertise in their specific area, and, if appropriate, supervisory and management skills. Employees who fully perform their job requirements and show the ability to handle increased responsibility may be given opportunities to utilize full talents and potential, and may have their compensation reviewed. An employee whose compensation is reviewed will not necessarily be given an increase.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Where certain market conditions or internal equity situations dictate the need for special salary actions, such actions will be undertaken only after thorough analysis and authorization by the Board and appropriate senior management.

New employees are not generally considered for a salary increase until after they have satisfactorily completed their first six (6) months of employment.

An employee's compensation package is a confidential matter; therefore, unless otherwise indicated by state law, employees are prohibited from discussing compensation, salary, wages, bonuses, etc. with each other and could be subject to disciplinary action up to and including termination if found discussing such items.

TERMINATION

Since employment with HWC is based upon continuing mutual consent, either the employee or the employer is privileged to terminate employment at any time without cause or notice.

When employment is terminated, regardless of the circumstances, the employee will be paid earned, unused paid time off per the Company's paid time off guidelines and applicable state law.

To establish classifications of termination, re-employment considerations, and benefits at the time of termination, all terminations will be classified as follows:

A "*Resignation*" is a written notice from the employee to the Company giving advance notice of the last day of employment. The Company requests, but does not require, at least fourteen (14) calendar days advance notice of last day (such period is referred to as the "Notice Period"). This notice should include the reason for leaving and the last day of employment. The Company may request that the employee not work the full Notice Period; it is at the discretion of the employee's manager that the employee gets paid for the full Notice Period if the employee does not work the full time. An employee who resigns from the Company may be considered favorably for future employment with HWC.

A "*Quit*" means leaving the Company. A Quit means leaving the Company with no prior notice or less than the requested notice as outlined above. Since a "quit" is documented as such in the employee's file, it may negatively affect the employee's chances for future employment with HWC.

A "*Position Elimination*" means an employee is terminated because of a lack of work or company reorganization. An employee terminated due to position elimination may be considered favorably for future employment with HWC.

A "*Discharge*" means a termination initiated by the Company for reasons other than position elimination. An employee who is discharged is not eligible for re-employment with HWC.

TRAVEL REIMBURSEMENT

As a general rule, employees will not travel as part of their job; however, due to the nature of some jobs, occasional travel may be necessary. Employees using personal vehicles for Company business, will be reimbursed mileage at the prevailing Company rate per mile driven. Employees are responsible for maintaining adequate personal automobile insurance in accordance with state motor vehicle regulations.

STAFF DEVELOPMENT

Training

In order to maintain staff competency and provide for growth and development, in-house training programs will be scheduled. These trainings are mandatory for all staff members, and both exempt and non-exempt employees will be paid for this time. To the extent possible, employees will be encouraged to attend professional seminars, to use research resources available in the community, and to increase professional knowledge through continuing education resources in the community. This time will be paid only if approved in advance by a Department Manager or Director.

HWC may subscribe to periodicals and purchase books beneficial to our objectives. This information will be available to all staff members and can be consulted when needed. This should only be when not otherwise occupied serving patients and as approved by a supervisor.

Performance Evaluations

We endeavor to evaluate all employees annually. Evaluations will take place in the presence of the employee and are conducted by a Department Manager and the Human Resources Administrator and/or a Department Manager.

Evaluation forms should be completed in duplicate, with the employee and Department Manager signing each copy.

The employee retains one copy, and the other will be placed in their personnel file. Refusal to sign by an employee must be documented in writing and put in the employee's file.

At HWC, we strive to offer ongoing performance evaluation to all staff members. Department Managers are expected to offer regular informal feedback on issues like job performance and improvement areas. We practice open communication between all staff members to gather ideas and input, both positive and negative.

Additional employee evaluations and probationary evaluations will be performed by Directors or Dispensary Managers whenever necessary.

Promotions

As vacancies arise or new positions are added, employees are encouraged to apply for those positions for which they believe they are qualified. Staff members will also be promoted by Directors based on an evaluation of performance of job duties, special skills, leadership characteristics, and capacity to assume the increased responsibilities of the position.

Communications

Good communication is vital for the efficient and effective operation of HWC. Thus, there is a concentrated effort to provide channels of communication at all levels of the organization. HWC's Managers are responsible for keeping employees informed in matters relating to their work and their relationship with HWC. The employee has the responsibility of communicating to their Department

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Manager any significant information relating to participant care, HWC security, needed maintenance services, or any other matter that may require attention. Notices of events or changes that may affect individuals, a department, or the entire facility, are printed in memo form, placed in mailboxes, announced at staff meetings, and may be posted. It is the employee's responsibility to check for important notices. Only material approved by the Department Manager may be distributed or posted.

HEALTH AND SAFETY

General Health and Safety

Employees are expected to take an active interest in preserving and protecting HWC's physical equipment. Each employee is asked to report promptly to their supervisor any needed maintenance services in order to avoid possible injury or further deterioration or damage.

Security

It is HWC's policy to do whatever is necessary to safeguard participants, employees, volunteers, visitors and facilities. HWC employees should be quick to report to a supervisor or Manager any suspicious persons or circumstances. Also, observing the rules and regulations of the various departments and maintaining the proper security of HWC property is important.

In case of an emergency, such as fire, health issues, or concern about crime, always call 911 immediately or, when appropriate, push an emergency panic button to notify the local Police Department. Ask your Department Manager to show you the location of the panic buttons.

Alarm System

HWC's facilities are all equipped with a multi-layered security and alarm systems. If the Board has issued and entrusted you with an identifiable alarm code it is that employee's responsibility to report any false alarms immediately via text or phone call to a Director. If you have been issued an Alarm Code you must ask the Corporate Office for an emergency call list.

Safety

In addition to basic safety orientation, and keeping current with HWC policies, each employee can contribute to HWC's safety efforts by:

- immediately calling 911 if someone loses consciousness or has a medical emergency
- reporting potential hazards to a supervisor
- immediately reporting accidents and injuries to a supervisor or Dispensary Manager
- caring properly for equipment

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

- keeping work areas organized
- being generally alert and careful on the job

Fire Safety

Each employee is expected to know their responsibilities as defined in the Fire and Emergency Plan, including how to use the fire extinguishers and how to report a fire. Fire drills will be held at regular intervals.

Prevent fire hazards by:

- immediately reporting accumulation of combustible materials, faulty connections or other hazards to a supervisor
- knowing the location of the nearest fire alarm, fire extinguisher, telephone, and fire exit
- in case of fire in the work area, notify a supervisor, fellow employee, or Center Manager
- immediately calling 911 in case of emergency
- being alert for fire hazards
- carrying out your designated responsibilities

Reporting Accidents

If an on-site injury or illness does occur to an employee, visitor, or client, regardless of how minor its severity, it must be reported immediately to a supervisor or to a Dispensary Manager to receive prompt evaluation and to obtain medical attention, if necessary. The injured employee and Department Manager must complete an accident report.

If an employee suffers any accident or is exposed to a communicable disease, they should report immediately to a Manager or Director.

SECTION III: EMPLOYEE BENEFITS

BENEFIT PACKAGE SUMMARY

This handbook provides brief summaries of some of the employee benefits sponsored by HWC. More detailed information regarding many of these benefits is contained in plan booklets, group insurance policies, and the organization's official plan documents. While this section attempts to present a general overview of the benefits provided, this handbook does not describe all of the exclusions, limitations or conditions of the benefits described. If there is any real or apparent conflict between the brief summaries presented here, and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will apply over these brief summaries.

BEREAVEMENT

In the event of a death in an employee's immediate family, the employee will be allowed time off without pay or an employee may choose to use paid time off time if available, from the date of the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

death through the day following the funeral, up to three (3) days, whichever is less. Regular, part-time (benefits ineligible) and temporary employees are not eligible for this benefit.

The immediate family is defined as the employee's spouse, child, parent, grandparent, grandchild, sister, brother, parent-in-law, brother- or sister-in-law, nephew, niece, grandparent-in-law, uncle, aunt, and/or any close relation living with the employee.

Leave for attendance at the funeral of non-immediate family members or persons with some especially close relationship may be granted without pay or an employee may choose to use paid time off time, if available.

Should a death in the family occur when an employee is on a scheduled paid time off, bereavement time may be substituted for paid time off time within the bereavement guidelines stated above.

HOLIDAYS

HWC will be closed in observance of the following unpaid holidays:

New Year's Day, Independence Day, Thanksgiving Day, Christmas Day

Holidays may be changed at the discretion of the Company for business operational reasons and may vary by business location.

JURY DUTY

HWC encourages employees to fulfill their obligation to the community when called to serve on a jury. Employees who receive notice of jury duty should immediately report it to their supervisor and must provide the jury summons when requesting time off.

While on jury duty, the employee should keep the supervisor informed on a daily basis of his/her status and provide proof of time served. The employee will not be paid for time off during jury service and may keep any compensation paid by the court. If jury service extends beyond five (5) days, the employee should not be concerned about his or her continued employment. In that event also, the employee may keep any compensation paid by the court.

Should an employee receive notice of jury duty prior to or during a scheduled paid time off, the employee may reschedule the paid time off time with their supervisor. In the event an employee is not chosen to serve on a jury on a given day or is dismissed early from jury service, the employee is expected to report to work.

Employees who are summoned to appear as a witness in a civil or criminal court action may be granted up to five (5) days off for this purpose upon presenting proof of summons or subpoena to the supervisor/manager. Time off for such appearances shall not be compensated by HWC.

Time off for court appearances as a party to any civil or criminal litigation and not related to HWC business will not be compensated by HWC.

LEAVES OF ABSENCE

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

The following guidelines regarding leaves of absence are for the purpose of protecting regular, full-time and regular employees who must be absent from work with or without pay for acceptable and authorized reasons. Regular, part-time (benefits ineligible) and temporary employees are not eligible for this benefit, except as required by FMLA. All leaves of absence may be subject to reasonable accommodation standards for disability and religion.

Listed below are the various types of Leaves of Absences that eligible employees may request. Family and Medical leaves are required by the Family and Medical Leave Act (FMLA) and are detailed under a separate policy in this Handbook.

Personal Leave

Military Leave

General Medical Leave

Extended Medical Leave

FMLA Leave

Rights Under FMLA

Personal Leave of Absence

Regular, full-time employees may request a personal leave of absence if they have been employed by HWC for at least one (1) year. A Leave of Absence Request form must be submitted by the employee to the employee's manager prior to the commencement of the leave. The request will be reviewed and a decision rendered by the CEO. Approval may be granted based on the circumstances surrounding the request. Any personal leave of absence that is granted will be for a duration not to exceed six (6) months. An employee seeking to return to work from a Personal leave prior to the date the leave was scheduled to expire should give written notice to the manager of his or her desire to return to work at least fourteen (14) days prior to the desired return date or as soon as possible prior to the return date.

Paid time off and Sick Leave.

Employees on an approved leave must exhaust all accrued paid time off leave at the beginning of the leave of absence. Once paid time off leave is exhausted, Personal leaves are without pay. Paid time off and sick leave will not accrue during an unpaid Personal leave. Holidays, bereavement leave pay or employer's jury duty pay will not be granted during the leave.

Reinstatement. The Company cannot hold a position open for an employee who is on a Personal leave of absence. An employee seeking reinstatement from such leave may be offered his or her former position if it is available. If the employee's prior position is unavailable, the employee may be offered any available position for which the Company concludes he/she may be qualified, at the rate of pay for the new position. If there are no such positions available, the employee may be placed on a priority hiring status for ninety (90) days, during which the employee will be considered for the first vacancy for which the Company deems the employee to be qualified. If no such position becomes available within ninety (90) days, the employee will be terminated.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

In the event an employee declines an offer of reinstatement to any full-or part-time position, whether to his or her prior position or another position, the employee will be terminated.

MILITARY LEAVE

If you are a member of the U.S. Armed Forces Reserve or National Guard, you are granted an unpaid leave of absence when called for active or inactive duty training, as well as voluntary assignments.

This time is unpaid and granted in addition to earned paid time off time. However, if you desire to use your paid time off time for this purpose, you may voluntarily do so if you make a request in writing.

If you are inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Company after separation from military service, you may be re-employed in accordance with the provisions of the Law.

FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE OF ABSENCE

Employees who have a cumulative twelve (12) months of prior service and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the date on which the FMLA leave would commence are eligible to request such leave.

There are three basic types of FMLA leave available. They are as follows:

- FMLA Parental Leave - Leave for care of or bonding with the employee's child within twelve (12) months of the birth or placement for adoption or foster care of a child (under 18 years of age).
- FMLA Serious Family Illness Leave - Leave needed by the employee in order to care for a spouse, son or daughter, or parent who has a serious health condition.
- FMLA Serious Personal Illness Leave - Leave needed by the employee because of a serious health condition (including job-related injuries) which renders the employee unable to perform the functions of his or her job.

In general, eligible employees are entitled to a total of twelve (12) weeks of FMLA leave during any rolling twelve (12) month period. In cases where both husband and wife work for the Company, they will be eligible for a combined total of twelve (12) weeks of FMLA leave for Parental Leave. When medically necessary, Serious Family Illness Leave or Serious Personal Illness Leave may be taken intermittently in separate blocks of time (no less than one hour), or on the basis of a "reduced leave schedule" under which an employee's usual working hours each day or each week are reduced. Requests to take Parental Leave on an intermittent reduced leave schedule will be granted at the discretion of the Company.

Leave requests should be submitted in writing on a Leave of Absence request form to the employee's manager and to the Corporate Office. Whenever the need for Serious Medical Family Leave or Serious Personal Illness Leave is foreseeable and at least thirty (30) days notice has been provided, the employee must complete a Personal Leave – Certification of Health Care Provider, (available from the Corporate Office) and return the Personal Leave – Certification of Health Care Provider to the Corporate Office before the leave begins. In cases where the need is not foreseeable, a Medical Certification must be provided within fifteen (15) calendar days of the request or as soon as reasonably possible under the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

circumstances. Failure to provide proper medical certification may result in denial of leave, or denial of continuation of leave, until the certification is provided. Employees must provide the Company with at least thirty (30) days notice of the need for FMLA leave whenever the need for the leave is foreseeable (such as when the leave is for an expected birth or placement for adoption or for planned medical treatment). When planning medical treatment, employees should consult with the manager and attempt to schedule the treatment so as to minimize the impact of the employee's absence on the Company's operations. In cases where the need for leave cannot be anticipated thirty (30) days in advance, the employee must give verbal notice of the need for leave as soon as practicable, which in most cases, should be within one or two working days of learning of the need of leave of absence, except in extraordinary circumstances when such notice is not feasible. Failure to give proper notice of the need for FMLA leave when the need for such leave is foreseeable may result in denial of the leave until thirty (30) days after such notice is provided. Timely requests for FMLA leave from eligible employees will be granted as required by state and federal law.

If the Company has reason to question the validity of a Medical Certification provided by the employee's health care provider, the Company may require the employee to obtain a second opinion, at the Company's expense, from a health care provider designated by the Company. In the event the second opinion differs from the first, the Company may require the employee to obtain a third and final opinion, again at the Company's expense, from a health care provider jointly approved by the Company and the employee.

SOCIAL SECURITY

The United States Government operates a system of contributory insurance known as Social Security to assist workers in planning for their retirement. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which Social Security benefits are paid. As your employer, HWC is required to deduct this amount from each paycheck you receive. In addition, HWC will match your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

VOTING TIME

HWC encourages employees to participate in federal, state, and municipal elections. Employees should make every effort to vote before or after working hours. However, should the employee's work schedule not make it possible, employees will be allowed up to two hours off without pay to fulfill their voting responsibilities.

ENDING EMPLOYMENT

Termination

The end of an employee's employment relationship with HWC may occur for any or no reason (see At-Will Employment Status section above). In all possible cases, part of this transition will include an exit interview and discussion about benefits due to the employee, return of all HWC property, including radios, and information about issuance of the employee's final paycheck.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Resignation

HWC will consider that an employee has voluntarily terminated employment if they do any of the following:

- resigns from HWC (two weeks advance notice is requested)
- does not return from an approved leave of absence on the date specified by HWC.
- fails to report to work and fails to contact a Department Manager for one or more days in a row

Discharge

Violations of state or federal laws, violations of HWC standard of conduct, falsification of information in an employee's job application process, excessive absences, tardiness, or failure to perform the job satisfactorily may subject the employee to discipline, up to and including immediate discharge from employment.

Termination Checkout

Before termination, an employee should take care of the following items:

1. Notify their supervisor or a Department Manager, in writing, of their intention to terminate.
2. Make an appointment for an exit interview with a Department Manager. All participating employees upon termination for reasons other than misconduct are eligible for health benefit continuation as specified in the COBRA legislation. Details are available upon request.
3. Pay or arrange with the Payroll Manager to clear any outstanding accounts with HWC.
4. Return any HWC keys, property and confidential information to one's supervisor.

Termination Interview

A Department Manager or designee may interview an employee terminating service with HWC. The purpose of this visit is to provide an opportunity to express observations for improvements in the employee's department or HWC.

This is also time to turn in a final timecard of hours worked.

SECTION IV: MISCELLANEOUS

DRUG AND ALCOHOL FREE WORKPLACE POLICY

It is HWC's intent to provide a healthful, safe, and secure workplace. All employees must observe these basic requirements:

- Employees are not to report to work under the influence of alcohol or illegal drugs.
- Employees will not possess, use, manufacture, sell or distribute illegal substances in the workplace or while conducting HWC business.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

Violation of the above policy will result in disciplinary action up to and including immediate dismissal.

The lawful use of controlled substances prescribed or recommended to you by a licensed physician, or those that are available over the counter, is not prohibited by this policy. However, if a physician has prescribed medication that requires any accommodation, please notify your supervisor, a Dispensary Manager, or the HWC Human Resources Administrator to discuss what accommodations are necessary.

Drug and Alcohol Testing

To discourage and prevent current employees from using illegal drugs or abusing legal drugs, the Company may conduct drug and/or alcohol testing of employees in the following circumstances:

A. Reasonable suspicion

An employee may be asked to submit to tests for alcohol and/or drugs if the Company reasonably suspects that the employee is impaired because he or she is using or has used drugs or alcohol in violation of this Policy.

Reasonable suspicion of impairment includes, but is not limited to, the following:

- 1) Specific observations concerning the appearance, behavior, speech or performance of the employee while at work, such as direct observation of alcohol or drug use or abuse or observation of impairment due to alcohol or drug use;
- 2) A report of alcohol or other drug use provided by a reliable source;
- 3) Indications that an employee has caused an accident while at work which resulted in more than a minor injury to a person, or the accident resulted in damage to property or equipment; or
- 4) Violation of a safety rule, or other unsafe work incident that leads the supervisor/manager to believe that the employee's functioning is impaired.

B. Post-accident

An employee may be asked to submit to tests for alcohol and/or drugs if the Company reasonably suspects that drug and/or alcohol use either contributed to the accident or cannot be completely discounted as a contributing factor to the accident in violation of this Policy.

An accident for purposes of this Policy is defined as an incident or occurrence:

- 1) In which a person dies or requires medical treatment;
- 2) In which there is damage to Company property;
- 3) That involves use of a Company vehicle; or
- 4) That involves an employee who, as a regular condition of his/her employment, is required to drive.

EMPLOYMENT VERIFICATIONS AND REFERENCES

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

All requests for information concerning current or former employees must be directed to the Corporate Office.

No employment information will be disclosed to any party outside the organization unless the current or former employee provides a signed consent to release the information. Salary information and information concerning an employee's work performance will be released only with prior written approval and signature of the employee. The Company reserves the right to verify basic information (e.g., employment dates, position held, employment status and length of service) without notifying the individual involved.

Exceptions to this policy include, but are not limited to, responding to any and all information requests from law enforcement, public safety, medical, or government representatives/officials, with properly verified identification, and who demonstrate a legitimate need to know specific information.

Any and all requests for information or references concerning a current or former employee must be referred to the Corporate Office. Under no circumstances may such information be provided by an employee, manager, or supervisor outside of the Corporate Office.

GIFTS

As a general rule, employees and members of their families may not accept or give business gifts, entertainment or other favors which could reasonably be construed as a bribe, except those of nominal value, or any special discounts or loans from any person or firm doing or seeking to do business with the Company.

Any exceptions must be approved by management. Employees should check with their manager before accepting gifts from a customer, investor, or vendor representative. Employees will be allowed to accept gifts of flowers or food that can be enjoyed by the group. Supplies, materials and services must be selected objectively, free from personal biases or self-serving motives. HWC prohibits offering or receiving, directly or indirectly, any bribes, kickbacks or other payments to influence business.

HUMAN RESOURCES RECORDS

To ensure that information about employees in the Company's personnel files is accurate, relevant, and safe from improper disclosure, the following guidelines have been established:

1. Necessary job-related and personal information about each employee will be retained in an official personnel file kept by the Corporate Office. The contents of each file will include: basic identifying information (e.g., employee's name, address, and job title); completed job application, resume, and other hiring-related documents; notices of pay changes; information on benefits coverage; and other job-related information deemed essential by management. Essential records of current and former employees are retained in accordance with state and federal laws regarding their retention.
2. Current and former employees have the right to inspect the information in their files. Individuals will be given access to their files by appointment only. The Company reserves the right to withhold inspection of certain sensitive information including third party references, confidential management

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

documents or plans, and information on security or criminal investigations, except when such restrictions are prohibited by law.

3. Internal access to a personnel file is limited to supervisors and managers who are considering the employee for a promotion, transfer, or other personnel action, and to other management officials who have a legitimate, verifiable need to know specific information about the employee.

4. It is important that personnel records be kept accurate and up-to-date. It is especially important for each employee to immediately report changes in dependency status which affect the employee's insurance program. Unreported changes might cause the insurance to be declared invalid in the event of a claim. To be sure that all records are kept current, employees should report the following changes to the Corporate Office as soon as possible:

1. Change of status—marriage, divorce, dependents, etc.
2. Change of home address or telephone number.
3. Legal change of name.
4. Change of person to be called in an emergency.
5. Change of insurance beneficiary.
6. Change in number of dependents for income tax deductions.
7. Notice of training or education completed since original application for employment.

PERSONAL APPEARANCE

Employees are allowed to dress in casual attire. Clothing must be neat, clean, and appropriate for professional work and the image that the Company must project to its clients, visitors, and the public. Hair styles, clothing, and jewelry should conform to the best business and professional standards; this includes good hygiene and general cleanliness. Employees are required to wear socks or hosiery at all times.

Questions regarding the appropriateness of certain outfits should be directed to the supervisor or department manager before wearing the outfit to work. Employees who come to work wearing inappropriate attire will be asked to go home and change. The time missed from work will not be compensated or will be charged against accrued paid time off, if any is available.

When working at a customer's site, HWC employees should observe the customer's dress code and dress appropriately. Employees should never assume that a customer's dress code is casual. Employees who are provided with Company uniforms (e.g. a shirt with a company logo) must maintain and wear the uniforms in a manner that reflects favorably upon the Company at all times. A professional demeanor is expected in the office at all times, regardless of the casual nature of the dress code.

PERSONAL VISITS, CALLS, AND MAIL

Employees should discourage individuals from making personal visits and telephone calls to them during working hours or sending mail to them at the workplace, except in an emergency or as warranted by extenuating circumstances. When unavoidable, personal telephone calls should be kept brief. In no case

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

should personal long-distance calls be charged to the Company. Use of personal cellular telephones should be limited to break or meal times only.

Employees' children are not permitted in work areas or on work premises.

SMOKE-FREE ENVIRONMENT

In consideration of the health and safety of all our staff members, we maintain a tobacco-free workplace.

SOLICITATION

To avoid disruption of office operations, employees of HWC may not solicit or distribute literature of a non-charitable nature for any purpose. In addition, subject to state and federal laws, persons not employed by HWC may not solicit or distribute any type literature on the premises at any time for any purpose except as approved by management (e.g., charitable events, supporting the arts, ...). Solicitation literature involving charitable entities (e.g., Girl Scouts, PTA, etc.) may be distributed during non-working time. Working time does not include meal times or other periods during the workday when employees are not properly engaged in performing their work tasks. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting or distributing is directed.

USE OF COMPANY PROPERTY

In addition to company-owned or leased vehicles and office equipment and furnishings, the term "company property" includes but is not limited to, telephone systems, mail, facsimile machines, computers and computer modems, printers, copy machines, special long-distance services, cellular phones, voice mail, pagers, electronic mail, priority mail, credit cards, delivery services and the Company's Intranet site. All such items are the sole access and monitor employee communication and usage as it deems appropriate and in compliance with applicable federal and state statutes. It is the employee's responsibility to properly care for and maintain Company property.

All Company property must be protected from loss, misuse, damage, or unauthorized use, access, or disclosure. The employee will be required to pay for the cost of repairs or replacement of the property due to mishandling or abuse.

Before being given certain items, employees may be required to sign a document acknowledging receipt of said item(s).

Employees may not use Company property for personal purposes and should exercise care so that no personal correspondence appears to be an official communication of the Company. All computer databases, files, or data found in or around any HWC computer are Company property which can be accessed and reviewed by HWC at any time.

To protect against computer viruses and to comply with applicable laws, only HWC-issued or approved software may be used on HWC computers. Any reproduction of software and accompanying manuals must comply with applicable laws and with formal agreements between HWC and the software supplier

USE OF LIKENESS

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

For purposes of advertising, publicity, and the promotion of the Company's interests, HWC may, on occasion, generate and distribute or contract with others to generate and distribute sales and informational brochures or CD-ROMs and other types of promotional literature or information. Each employee, by accepting and continuing employment with HWC, consents to HWC taking, use, reuse, publication, republication, modification, distortion and/or change of his or her appearance, likeness, form and voice by means of photographic equipment, portraits, videos, computers, and other techniques and media, and the use, by HWC, of his or her own name or a fictitious name in conjunction therewith in whatever manner HWC, in its sole discretion, deems appropriate to advance the Company's interests.

EMERGENCY PLAN

A disaster is any situation, usually catastrophic in nature, in which people are rendered helpless or are injured and in need of immediate medical care. HWC must be ready to meet this need at all times. It is important that all employees are available, and report for duty according to need. This may include remaining at HWC for a period of time longer than the normally scheduled workday.

LACTATION ACCOMMODATION

HWC will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child.

HWC will make reasonable efforts to provide employees with the use of a room or location other than a bathroom for the employee to express milk in private.

VIOLENCE-FREE WORKPLACE

HWC is committed to providing a safe, violence-free workplace. HWC strictly prohibits employees, consultants, visitors, clients, and anyone else (regardless of whether the individual was uninvited or invited to a HWC-related activity) on the HWC premises from behaving in a violent or threatening manner. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious or destructive actions undertaken for the purpose of domination or intimidation. In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should consider immediately contacting law enforcement by dialing 911. All incidents reported to HWC will be taken seriously and will be addressed appropriately.

No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat under this policy. If an investigation confirms that threat of a violent act or violence itself has occurred, HWC will take appropriate corrective action. Violation of HWC's violence-free workplace policy will result in disciplinary action up to and including immediate dismissal.

CONCLUSION

In choosing to be a part of HWC you are joining a special team of dedicated people who are engaged in a very special mission of service.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 1, Employee Working Plan

We welcome you to the team and look forward to working together to serve our patients.

COMPASSIONATE USE PLAN

Hancock Wellness Center is dedicated to its core principles of integrity, transparency, security, and compliance. To this end, active community engagement and the support of organizations that share our vision of healthier and safer communities are essential to our corporate culture.

Sponsored Patient Care Program

HWC understands that some medical cannabis patients are unemployed or underemployed, due to their illness, and are living in poverty. Indeed the 2012 US Census indicates that 10.9 % of Connecticut families fell below the poverty level, defined as \$23,021 for a family of four. Medical cannabis products are not covered by Medicare/Medicaid. As a result, the state's most vulnerable patients are often confined to their homes or hospital beds, and have no disposable income to acquire sorely needed medicine.

In order to address this lamentable reality, HWC will implement its Sponsored Patient Care Program (SPCP).

Eligibility

The HWC Sponsored Patient Program offers free and/or at cost medical cannabis to qualifying patients that complete a confidential application showing financial need (total income below one hundred and fifty percent (150%) of the Federal Poverty Level Guidelines (FPL); homelessness; or lack of transportation). Patients will be asked to provide documentation, such as W-2s, SSI checks and/or pay stubs. These materials will help HWC determine if the patient qualifies for the program. Patients will also receive housing and health care/nutrition information and referrals to other services. Membership in the program will need to be reviewed every six months.

Research Plan

Medical marijuana is a new medical “tool”, whose use and applications are not yet fully understood by medical practitioners. While there is much in the way of anecdotal feedback from patients who use medical marijuana, there is little empirical data which assists physicians in fully understanding how to use it to achieve certain medical outcomes.

As the retailer for medical marijuana, Hancock Wellness Center will have ongoing interaction with medical marijuana patients. HWC is therefore in a good position to gather empirical data on medical marijuana.

Using a computerized survey application, similar to SurveyMonkey, HWC will ask each patient to anonymously participate in an ongoing study. At their initial appointment at HWC, patients willing to participate will be given a unique identifying code, which will not be linked to other personal identifying information. Using the code, each time they return to HWC, patients will be asked questions about their use of medical marijuana. The surveys will identify:

- 1) Which conditions the medical practitioner recommended medical marijuana for.
- 2) What specifics as to dosage and strain were recommended by the medical practitioner.
- 3) Which conditions, outside of the statutory conditions, the patient is seeking to treat, even if they are not the statutory conditions or the reason for which the medical practitioner wrote the recommendation.
- 4) Where pain management is one of the goals of the patient and/or medical practitioner, the degree to which medical marijuana assisted in relieving pain, the duration the relief lasted, the specifics of dosage and strain.
- 5) Where the goal is other than pain management, the degree to which medical marijuana assisted in relieving the symptoms, the duration the symptoms were relieved, and the specifics of dosage and strain.
- 6) Any side effects encountered, and what they were.
- 7) How the use of medical marijuana compares to other treatments which the patient has previously undertaken – does it mitigate more symptoms or less symptoms than other treatment options.
- 8) If the medical marijuana has been the cause of substance abuse or addiction in any way, and to what degree.

By ongoing surveying, HWC believes it can document the value of medical marijuana as a therapy and also monitor for unforeseen outcomes. Interacting with clinicians and substance abuse experts, it is possible to create treatment paradigms that will incorporate medical marijuana where it can positively affect outcomes. By accumulating, compiling, and analyzing data, these studies will help patients, working with their medical practitioners, in choosing the right medical treatments.

In further defining its surveying of patients, HWC will work directly with Dr. Steve Levin.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 3, Research Plan

STEVEN CARL LEVIN, MD

475 Ellsworth Avenue, New Haven, CT 06511

Home Phone: (203) 495-8522

Business Phone: (203) 624-4208

Cell Phone: (203) 982-8180

E:Mail: slevin@ihurt.com

Summary of Qualifications:

- Connecticut's Top Doctors, Pain Management, 2013, 2014
- Expertise in interventional pain management procedures including: spinal cord stimulation, implanted epidural catheters, intrathecal drug delivery systems, neurolysis, and epiduroscopy
- Established a certified drug-testing laboratory within our practice to monitor patient substance use and to enhance practice revenues.
- Dedicated clinician; investigator numerous clinical trials.

Education: University of Pennsylvania, BA, Biology/Molecular Genetics, 1986

University of Pittsburgh School of Medicine, MD, 1990

Residency: Internship, Anesthesiology Residency, Liver Transplant Fellow, 1990-1994

University of Pittsburgh Medical Center

American Board of Anesthesiology Certification- Anesthesiology, 1994

Fellowship: Fellowship, Pain Management, 1994-1995

Pain Evaluation and Treatment Institute, University of Pittsburgh Medical Center

American Board of Anesthesiology Certification- Pain Management, 1995

Licensure: Connecticut Licensure; Pennsylvania Licensure

Experience:

7/00-present Advanced Diagnostic Pain Treatment Centers, Board of Directors, Partner, Attending Physician, New Haven, CT

7/00- present Yale University School of Medicine, Volunteer Assistant Clinical Professor, New Haven, CT

7/10-present Quinnipiac University School of Nursing, Clinical Faculty, APRN Program, North Haven, CT

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 3, Research Plan

7/97-7/00 Yale University School of Medicine, Department of Anesthesiology, Assistant Professor, Attending Physician, Center for Pain, Director, Pain Fellowship

7/95-6/97 University of Pittsburgh School of Medicine, Department of Anesthesiology/CCM, Assistant Professor, Pittsburgh, PA

Publications:

Levin, SC, Lerman, J. (2011). Oral and Parenteral Opioid Analgesics: Oxymorphone Extended-Release. In R. Sinatra, J. Jahr, and J.M. Watkins-Pitchford (Eds), The Essence of Analgesia and Analgesics, Cambridge University Press.

Sinatra RS, Levin SC, Ocampo CA. (2000). Neuroaxial Hydromorphone for Control of Postaurgical, Obstetrical, and Chronic Pain. Seminars in Anesthesia, 19 (2): 108-131.

Levin SC, Stacey BR, Cantees K. (1999). Perioperative low back pain management. W. Welch (Ed.), Operative Spine Surgery. Lippencott.

Levin SC. (1998). Clinical Overview of Treatment for Pain Related to Cancer. Surgical Physician Assistant, The Pain Clinic, Vol. 4, No. 5.

Amico, JA, Levin, SC, Cameron, JL. Circadian Rhythm of oxytocin in the cerebrospinal fluid of rhesus and cynomolgus monkeys: Effects of castration and adrenalectomy and presence of a caudal-rostral gradient." Neuroendocrinology, 50(6):624-32, 1989.

Clinical Trials:

Double-Blind, Randomized, Placebo Controlled, Parallel Groups, Multi-Center Trial to Determine the Efficacy and Safety of Neurontin in Subjects with Peripheral Neuropathy (Post-Herpetic Neuralgia)." Clinical Trial Grant funded by Parke-Davis. PI: David Sinclair, MD, Co-investigator: Steven C. Levin, MD.

A Double-Blind Study to Evaluate the Safety and Tolerability of 20 and 40 mg OxyContin (Controlled-Release Oxycodone) When Given Within 24 Hours of Surgery. Clinical Trial Grant funded by Purdue Fredrick Laboratories, Inc. PI: William Chen, MD, Co-investigator: Steven C. Levin, MD.

A 4-Week, Open-Label Study to Evaluate the Effect of Treatment With Fentanyl Buccal Tablets on Pain Anxiety Symptoms When Used for the Management of Breakthrough Pain in Opioid-Tolerant Patients With Chronic Pain. Cephalon, Inc. PI: Lloyd Saberski, MD, Sub-investigators: Steven Levin, MD, Dwight Ligham, MD, Marilou Oh PA-C..

A Randomized, Double-Blind, Active-Controlled Crossover Study to Evaluate the Efficacy and Safety of Fentanyl Buccal Tablets Compared With Immediate-Release Oxycodone for the Management of Breakthrough Pain in Opioid-Tolerant Patients With Chronic Pain. Cephalon, Inc. PI: Lloyd Saberski, MD, Sub-investigators: Steven Levin, MD, Dwight Ligham, MD, Marilou Oh PA-C. t

A Multicenter, Randomized, Placebo-controlled, Double-blinded Study of the Efficacy and Safety of Lubiprostone in Patients with Opioid-induced Bowel Dysfunction. Sucampo Pharmaceuticals, Inc. PI: Lloyd Saberski, MD, Sub-investigators: Steven Levin, MD, Dwight Ligham, MD, Marilou Oh PA-C. A Multicenter, Open-labeled Study of the Long term Safety and Efficacy of Lubiprostone in Patients with

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 3, Research Plan

Opioid-induced Bowel Dysfunction. Sucampo Pharmaceuticals, Inc. PI: Lloyd Saberski, MD, Sub-investigators: Steven Levin, MD, Dwight Ligham, MD, Marilou Oh PA-C..

ONU3704: Opioid-experienced Subjects with Uncontrolled Moderate to Severe Low Back Pain. Purdue Pharma: PI: Steven Levin, MD, Sub-investigator: Marilou Oh PA-C

Professional Memberships:

American Society of Anesthesiology

American Pain Society

American Society of Regional Anesthesia

Society for Technology in Anesthesia

International Association for the Study of Pain

Connecticut Society of Anesthesiology

Community: Service

Steering Committee, The American Society of Law Medicine and Ethics, Connecticut Statewide Pain Management Study, Funded by the Donaghue Medical Research Foundation (1998- 2003)

Chair, American Cancer Society, Connecticut Cancer Pain Initiative (1998- 2011)

Board Member, American Cancer Society, Connecticut Cancer Pain Initiative (1997-2011)

Consultant, Connecticut Hospice (1997- Present)

Board Member (non-profit), Health Assistance Intervention Education Network (HAVEN) (2011-present) and Vice President of Board (2013-present)

Community Benefits Plan

Hancock Wellness Center (HWC) feels strongly that has an obligation to interact with and positively influence the world around it.

HWC will reserve 5% of its net profits post tax to donate to charitable groups, in the following categories:

- a) Those which study the following conditions: AIDS or HIV, cachexia or wasting syndrome, cancer, Crohn's disease, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, epilepsy, glaucoma, multiple sclerosis, Parkinson's disease, posttraumatic stress disorder.
- b) Those who assist patients who have the following conditions: AIDS or HIV, cachexia or wasting syndrome, cancer, Crohn's disease, damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity, epilepsy, glaucoma, multiple sclerosis, Parkinson's disease, posttraumatic stress disorder.
- c) Other charities, not necessarily focused on health conditions, but which serve the Meriden community.

HWC will employ a grant writer to assist local charities in writing grant proposals for funding, as well as assist them in administering grants that they are successful in obtaining. Very often, small charitable organizations do not have staff or board members with the expertise and background able to assist the organization in applying for government or private foundation grants. This type of in-kind assistance can help many small charities in obtaining outside funding that they are eligible for, but don't have the knowledge or expertise to apply for.

HWC will encourage its staff to volunteer in local charitable efforts.

HWC will hire 65% of its employees from within the Meriden-Wallingford area.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section F, Subsection 5, Substance Abuse Prevention

Hancock Wellness Center will exist within several levels of “community”.

First and foremost, HWC will be located in Meriden. More broadly it is located within New Haven County, and, at an even larger level, it will be located within Connecticut.

Therefore HWC has an obligation to those three levels of community to help in the prevention of substance abuse.

As discussed in Section C, Subsection 8, HWC will work hard to prevent diversion of medical marijuana – by HWC staff, by patient’s family and friends, and by patients entering into illegal drug dealing. The effective prevention of diversion is a substantial first step in preventing substance abuse.

But beyond preventing diversion, how can HWC more broadly help Meriden, New Haven County, and Connecticut in preventing substance abuse?

Programs which help individuals develop the knowledge, attitudes, and skills they need to make good choices or change harmful behaviors are key to preventing substance abuse.

HWC will meet with local social service providers, such as the Meriden Boys and Girls Club, to understand what programs already exist and where HWC can help enhance or expand programs of this type, providing financial support and materials the social service providers may need.

If there is an existing Community Plan for Meriden addressing substance abuse, HWC will help social service providers carry out that plan.

If no Community Plan for Meriden exists, HWC will convene meetings of social service providers to develop a plan, which:

- **Identifies** the specific drug and other child and adolescent problems in Meriden, as well as their causes and extent;
- **Builds** on existing drug abuse prevention programs;
- **Develops** short-term goals related to selecting and carrying out prevention programs and strategies;
- **Projects** long-term goals so that plans and resources are available for the future; and
- **Includes** on-going assessments of the plan and its programs.

HWC is a dispensary. It has limited direct influence beyond its four walls. But by supporting the efforts of front-line social service providers, HWC can help the communities within which it exists to combat substance abuse.

HANCOCK WELLNESS CENTER, LLC. OPERATING AGREEMENT

This **LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (the "Agreement") is dated September 12, 2015, and is between Hancock Wellness Center, LLC a Connecticut limited liability company, (the "Company"), and the persons set forth on Schedule A (individually, a "Member" and collectively, the "Members").

WHEREAS, the Members have caused a limited liability company to be formed on August 31, 2015; and

WHEREAS, the Members and the Company desire to adopt this Agreement.

The parties therefore agree as follows:

1. **Terms and Conditions**

(a) **Organization.** The Members have caused the Company to be formed as a limited liability company for the purposes and scope set forth in this Agreement. This Agreement shall govern the relationship between the Members, the Board of Managers, and the Company. The respective ownership interests of the Members in the Company are set forth on Schedule A. The Company has been organized under the Connecticut Limited Liability Company Act (the "LLC Act"). Except to the extent set forth in this Agreement, the rights, powers, duties, and obligations of the Company and of each Member are governed by the LLC Act. The Company will be treated as a partnership for income tax purposes. Each Member's interest in the Company is intended to be personal property for all purposes. All real and personal property owned by the Company is, and is deemed to be, owned by the Company, and no Member individually has or will have any ownership rights with respect to such property by virtue of the Member's ownership interest in the Company. No new member may be admitted to the Company except in accordance with Section 5.

(b) **Name.** The name of the Company will be Hancock Wellness Center, LLC (the "LLC"). The Company shall conduct its business under that name, and the Company shall hold all its assets under that name; provided, however, that upon the affirmative vote of all the Members, the Company may file and operate under an alternative name. The principal place of business of the Company is located at 6 North Main Street, Suite 202, Wallingford, CT 06492, or at such other location as may be approved by the Members from time to time.

(c) **Certificate of Formation.** On August 31, 2015, the Members caused to be filed with the Secretary of the State of Connecticut, on behalf of the Company, a Certificate of Formation in accordance with the LLC Act. The Board of Managers shall execute such other documents and instruments and take such other actions as they deem necessary or appropriate to effectuate and permit the formation of the Company under the LLC Act or to conduct business in any jurisdiction. The Board of Managers shall take appropriate action, including preparing and

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2. Operating Agreement

filing such amendments to the Certificate of Formation as may be required from time to time by the LLC Act.

(d) **Registered Agent and Office.** The registered agent for the Company shall be Jerry Farrell, Jr. Esq., 6 North Main Street, Suite 202, Wallingford, CT 06492, or such other location as the Board of Managers may determine from time to time.

2. **Term.** The term of the Company commenced on the date the Certificate of Formation was filed in the Secretary of the State of Connecticut and will continue until the first of the following shall occur: (a) all or substantially all of the assets of the Company are sold or transferred; (b) the Company is dissolved; or (c) this Agreement is terminated pursuant to Section 10. Except as permitted in this Agreement, each Member shall not withdraw from the Company, assign such Member's interest in the Company, or take any voluntary action that would have such effect before the dissolution and winding up of the Company.

3. **Scope and Purposes.** The Company was formed to construct, own, and operate a dispensary facility in compliance with and pursuant to (i) the Connecticut General Statutes, Chapter 420f, Section 21a-408 et seq., *A Act Concerning the Palliative Use of Marijuana* and the regulations of the State of Connecticut adopted in connection therewith (i.e., Regulations of Connecticut State Agencies as amended Sections 21a-408-1 to 21a-408-70); and (ii) that certain Memorandum issued by James Cole, Office of the Deputy Attorney General, Department of Justice, U.S. Government, dated August 29, 2013, and entitled "Guidance Regarding Marijuana Enforcement." together with such lawful actions, decisions and activities as are permitted for limited liability companies under the laws of the State of Connecticut and as may be necessary and desirable in furtherance of such primary purpose, all as determined by the Board of Managers.

4. **Ownership, Capital, Financing, Distributions, Allocations, Member Services, and Competition.**

(a) **Ownership.** A Member's ownership interest in the Company is represented by units of ownership interest ("Units"). Each Member intends that such Member's ownership interest in the Company and in the Units will for all purposes be deemed to be personal property. A Member holds only the Member's Units and has no interest in specific Company property. The total number of authorized Units is one million (1,000,000). Each Unit issued represents that percentage of ownership in the Company calculated by dividing the Unit by the total number of Units issued and outstanding among all the Members and multiplying by 100.

(b) **Capital Accounts.** The Company shall establish and maintain a capital account for each Member. No interest will be payable on a Member's capital account.

(i) The Company shall credit each Member's capital account with the dollar amount of:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

(1) money contributed as capital by that Member to the Company from time to time;

(2) the share of profits of the Company allocated to that Member;

(3) any items in the nature of income or gain that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of property contributed by such Member (net of any liabilities secured by such property that the Company assumed or took subject to).

(ii) The Company shall debit each Member's capital account by the dollar amount of:

(1) the share of losses of the Company allocated to such Member or for which that Member is responsible pursuant to this Agreement;

(2) cash distributed to that Member pursuant to any provision of this Agreement;

(3) any items in the nature of expenses or losses that are specially allocated to that Member pursuant to this Section; and

(4) the fair market value of any property distributed to such Member (net of liabilities secured by such property that the Member assumed or took subject to).

To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Internal Revenue Code of 1986, as amended, (the "Code"), is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) by the Company, and the Company shall specially allocate such gain or loss to the Members in a manner consistent with that in which their capital accounts are required to be adjusted pursuant to the treasury regulations promulgated under the Code (the "Regulations").

In cases where Code Section 704(c) would apply to the contribution of property to the Company, the Company shall adjust the Members' capital accounts as set forth in Regulation Section 1.704-1(b)(2)(iv)(g).

In determining the amount of any liability for purposes of this Section, the Company shall take into account Code Section 752 and any other applicable provisions of the Code and Regulations thereunder.

These provisions relating to the maintenance of capital accounts are intended to comply with Regulation Section 1.704-1(b), and to be interpreted and applied in a manner consistent with that Regulation. If the Managers determine (at the initiative of any one Manager or upon a request from a Member that a majority of the Managers do so) that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed to comply with that Regulation, the Managers may make such modification; provided that such modification is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 12 upon the dissolution of the Company. The Managers shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the capital accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulation Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulation Section 1.704-1(b).

(c) Capital Contributions.

(i) Generally. Members' contributions to the Company may be cash, other property, or services rendered to the Company; provided, that those contributions which are specified herein as being required to be made in cash shall in fact be made in cash. If other than cash, the Board of Managers shall reasonably determine in good faith the value, if any, to be attributed to the property or services contributed and how such contributions will be treated by the Company.

(ii) Capital Contributions. Each Member shall contribute the capital contribution in the amounts and at the times set forth on Schedule A. Except as otherwise set forth in Schedule A, the Chief Executive Officer may issue a call for the contribution of capital at such times and in such amounts as such Officer may deem appropriate but generally consistent with the budget attached hereto as Schedule B. Such calls shall be made in the same manner as Notices are to be sent pursuant to this Agreement. Time shall be of the essence in delivering such contributions to the Company; provided, that a Member shall not have less than five (5) business days from the delivery of a capital call notice to provide good funds to the Company. If a Member shall fail to contribute any of the capital in any of the amounts and/or at any of the times as set forth in such Notice(s), the following shall occur:

(A) such Member shall be deemed to have withdrawn as a member of the Company and shall thereafter have no further rights as a Member of the Company;

(B) the capital account of such Member shall be reduced to zero and the amount of such reduction shall be treated as a loan to the Company by such Member, which loan shall:

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

(I) accrue simple interest at the lowest rate permitted by the Internal Revenue Code then applicable without the attribution of income to the debtor thereof; and

(II) shall be subordinate to all other debt of the Company (i.e., all debt owed to any and/or all other Members and/or to any and/or all third parties).

(iii) Additional Capital Contributions. Except for contributions made to the Company as of the date of this Agreement and except as otherwise required by the LLC Act or provided in a written subscription, contribution, purchase, or other agreement between the Company and the relevant Member, a Member is not required to make any additional capital contributions to the Company. If the Board of Managers determines in good faith that the Company requires additional capital to meet its financial or operational needs, and those then-current Members required to contribute capital have in fact done so to the extent of their obligations hereunder, the Board of Managers may notify the Members of same and the Members may provide additional capital to the Company on a pro-rata basis and in their discretion: (1) as loans on commercially reasonable terms; or (2) as additional paid-in capital. If a Member declines to provide the Member's pro-rata amount of such capital, the remaining Members may, on a pro-rata basis, provide said amount.

(d) Allocation of Profits and Losses. All Company items of Profits and Losses shall be allocated by the Company in accordance with the applicable percentage set forth for each Member on Schedule A and in accordance with this Section.

If Members are admitted to the Company pursuant to this Agreement on different dates, the Profits or Losses allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in accordance with the applicable percentage set forth for each Member on Schedule A for the relevant period during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Tax Matters Member.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided by the Company among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction (including depreciation) with respect to any property contributed to the capital of the Company by a Member shall, solely for tax purposes, be allocated by the Company among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value at the time it was contributed to the Company. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 4(d)(i)(2), subsequent allocations of income, gain, loss and deduction with respect to such asset will take account of any variation between the adjusted basis

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

To the extent that any allocation of income or gain made pursuant to this Agreement includes the allocation of an item of income or gain that is recaptured as ordinary income under Code Sections 1245 or 1250, such ordinary income will be allocated to the Members who received the allocation of the depreciation or cost recovery deductions that generated the ordinary income recapture in proportion to their shares of such deductions, provided that such allocation of ordinary income will be limited to the amount of income or gain allocated to each such Member for the period to which such allocation relates.

No Member shall be allocated any item of Losses or deduction by the Company to the extent said allocation will cause or increase any deficit in said Member's capital account as of the end of the tax year to which such allocation relates. In determining the above, a Member's capital account shall be reduced for the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). If any Member with a deficit in their capital account unexpectedly receives any adjustment, allocation or distribution described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then items of income and gain shall be specially allocated to such Member by the Company in an amount and manner sufficient to eliminate the deficit in said Member's capital account created by such adjustment, allocation, or distribution as quickly as possible. In the event any Member has a deficit in such Member's capital account at the end of any tax year that is in excess of the sum of (i) the amount such Member is obligated to restore and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Regulation Section 1.704(b)(4)(iv)(f), each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible.

For purposes of this Section 4(d), the following definitions apply:

(i) "Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(1) the initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset, as agreed to by the contributing Member and the other Members;

(2) the Gross Asset Value of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Company, as of the following times: (i) the acquisition of any additional Units in the Company by any existing Member or additional Member in exchange for more than a *de minimis* capital contribution; or (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; and

(3) the Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution, as determined by the Members. If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 4(d)(i)(1) or Section 4(d)(i)(2), such Gross Asset Value will

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(ii) “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s net taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)), with the following adjustments:

(1) any income of the Company exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to such taxable income or loss;

(2) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as expenditures described in Code Section 705(a)(2)(B) pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from such taxable income or loss;

(3) in the event the Gross Asset Value of any Company asset is adjusted in accordance with Section 4(d)(i)(2) or Section 4(d)(i)(3), the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(4) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; and

(5) notwithstanding any other provision of this Section 4(d)(ii), any items that are specially allocated pursuant to this Section will not be taken into account in computing Profit or Loss.

(e) **Member Expenses.** A Member is entitled to be reimbursed for all ordinary and reasonable expenses incurred in the performance of the Member’s services on behalf of the Company but only to the extent that any such expenses are pre-approved by the Board of Managers. Each Member shall submit an expense report to the Company on a monthly basis, on or before the 5th day of each month for the prior month. Any expenses that are not appropriately documented or that were not pre-approved will not be reimbursable by the Company. The Company may supersede the provisions of this Section 4(e) by adoption of an expense policy by the Board of Managers.

(f) **Member Services and Compensation. [Intentionally omitted.]**

(g) **Expenses; Distributions.**

(i) Expenses. Before payment of Distributions, the Company shall pay current installments due to any institutional lender and Operating Expenses, as and when due.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

(ii) Distributions. Subject to the terms of this Agreement, the Board of Managers may make such Distributions of cash and other Company assets among the Members in such aggregate amounts as the Board of Managers may determine from time to time, provided that all such Distributions shall be made only in the following order and priority:

(1) First, to the Members as a Tax Distribution. So long as the Company is treated as a partnership for federal and, if applicable, state income tax purposes, the Company shall use reasonable efforts to make distributions to each Member within ninety (90) days after the end of each Fiscal Year of the Company, to the extent that funds are legally available therefor and would not materially impair the liquidity of the Company with respect to working capital, capital expenditures, debt service, reserves, or otherwise and would not be prohibited under any credit facility to which the Company is a party, an amount of cash (a "Tax Distribution") which in the good faith judgment of the Board of Managers equals the excess, if any, of (i) the product of (x) the amount of taxable income allocable to the Member in respect of the period beginning on the date hereof and ending at the close of such Fiscal Year, multiplied by (y) the combined maximum federal, state, and local income tax rate to be applied with respect to such taxable income (calculated by using the highest maximum combined marginal federal, Connecticut, and local income tax rates to which any Member could be subject) for such period (making an appropriate adjustment for any rate changes that take place during such period), over (ii) all prior Distributions made to such Member since the date hereof. If taxable income is reallocated among the Members with respect to a Fiscal Year (whether because of the filing of an amended tax return for the Company, a determination by the Internal Revenue Service, a judgment of a court, or for any other reason), the amounts distributable to the various Members pursuant to this Section 4(g)(ii) following such reallocation shall be adjusted (i) to cause each Member to receive aggregate distributions pursuant to this Section 4(g)(ii) equal to the amount to which such Member is entitled pursuant to the provisions of the preceding sentence (applied after taking such reallocation into account and subject to the provisions of clause (ii) of this sentence), and (iii) to compensate (on an after-tax basis through increased distributions) each Member who is allocated additional taxable income pursuant to such reallocation for interest and penalties (if any) attributable to taxes on such additional taxable income, the economic burden of such compensation to be borne (through decreased distributions) by the Member or Members whose allocation of taxable income is reduced pursuant to such reallocation.

(2) Second, to the Members according to their Allocation Percentages to the extent of their capital contributions ("Return of Capital Distributions").

(3) Third, to the Members according to their Allocation Percentages.

(iii) Distributions on Liquidation. Upon the liquidation of the Company, the cash and other assets of the Company available for distribution (determined in accordance with Section 12) shall be distributed by the Company among the Members in the same manner and order of priority as set forth in Section 4(g)(ii).

(iv) Persons Receiving Distributions. Each Distribution shall be made

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

to the person shown on the Company's books and records as Members as of the date of such Distribution; provided, however, that any transferor and transferee of Units may mutually agree as to which of them should receive payment of any particular distribution.

(v) Definitions. "Distribution" means, except as otherwise provided in this Agreement, each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase, or otherwise; provided that none of the following will be deemed to be a Distribution: (i) any recapitalization or exchange or conversion of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units; (ii) repayment of loans and other indebtedness of the Company to a Member or an Affiliate of a Member; and (iii) payments of salaries, fees or bonuses, reimbursements of expenses and other compensation or recompense to a Member or an Affiliate of a Member for services rendered to, or expenses incurred on behalf of, the Company or its Affiliates (which such payments shall be deemed expenses of the Company).

"Operating Expenses" means only the following expenses incurred in the ordinary course of business and determined in accordance with generally accepted accounting principles: cost of goods sold; overhead (including (as applicable) but not limited to: rent, insurance, utilities (including telecommunication charges, website hosting expenses, and electricity); storage costs; shipping costs; salaries and benefits (if any) of employees; consultants' and professionals' compensation and reimbursable expenses; advertising, marketing, and promotional expenses; taxes and tax reports; regulatory compliance; legal and accounting fees and expenses; debt service and principal repayments; financing, refinancing and closing costs; and any other expenses incurred by the Company that are approved by the Board of Managers that are generally consistent with the Schedule B attached hereto and made a part hereof. If any Member objects to the compensation and benefits being paid to any Officer or employee who is also a Member, the Board of Managers shall engage a compensation consultant to evaluate the reasonableness of such compensation and benefit package. If such consultant determines that the actual cost of compensation and benefits package for such Officer or employee exceeds a reasonable amount for an officer or employee of such kind by more than fifteen percent (15%), such compensation and benefits package shall be reduced by the Board of Managers to a cost that is equal or less than one hundred fifteen percentage of such "reasonable" cost.

(h) **Non-competition.** At all times while a Member or Manager of the Company and for a period of one (1) year thereafter, a Member or Manager shall not, as a principal, agent, employee, employer, consultant, shareholder, investor (other than as an investor in a publicly traded company), director or co-partner of any person, firm, corporation, or business entity other than the Company, or in any individual or representative capacity whatsoever, directly or indirectly, without the express prior written consent of at least two Members who are on the Board of Managers : (i) engage or participate in any business in the State of Connecticut, whose products or services are, or seek to be, competitive with those of the Company in the State of Connecticut; (ii) become employed by a firm, corporation, partnership or joint venture that competes, or seeks to, with the business of the Company in the State of Connecticut.; or (iii) aid or counsel any other person, firm, corporation or business entity in the State of Connecticut, to do

any of the above. The restrictions of this Section will not apply following the sale of substantially all of the assets of the Company or the dissolution or winding up of the Company.

(i) **Ownership of Intellectual Property.** Each Member and Manager acknowledges that while providing services to, for, or on behalf of the Company (whether or not employed by the Company), such Member or Manager may, either alone or in conjunction with others, be responsible for, or contribute to, the creation or development of patentable inventions, technology, software, databases, audio-visual works, designs, trademarks, service marks, slogans, logos, works of authorship (e.g., websites, manuals) or design, or parts of any such material solely for the use by the Company in furtherance of the Company's purposes as set forth in Section 3 above (collectively, "Intellectual Property"). Each Member or Manager acknowledges that all such Intellectual Property developed or conceived during the term of such services, whether or not finalized or developed to a point of commercial marketability before or after the end of the term of services and whether made by Member or Manager alone or jointly, will be works made for hire under the United States Copyright Act, and as such, will be the property of the Company from the date of their conception, whether or not patent or copyright applications are filed with respect thereto. Notwithstanding the foregoing, each Member shall be entitled to use (but not convey) such Intellectual Property on a royalty-free basis alone and/or with others, in connection with other businesses, ventures and endeavors (but without violating the non-compete provisions of this Agreement) as each such Member may from time to time deem beneficial, desirable or appropriate. To the extent that any Intellectual Property prepared by a Member or Manager on behalf of the Company is not considered a work made for hire, the Member or Manager hereby irrevocably and unconditionally assigns any copyright, patent, or registered design, and all Intellectual Property and rights in it and them to the Company. Each Member or Manager shall take whatever actions may be reasonably required of the Member or Manager by the Company to vest such ownership in the Company and to perfect such right (including the preparation and execution of patent, copyright or registered design applications with respect to Intellectual Property). Each Member or Manager acknowledges that all patent, copyright or registered design filings with respect to Intellectual Property will be made in the name of the Company and at the Company's expense. Each Member or Manager hereby waives any and all rights in the Intellectual Property and assigns such rights to the Company. Notwithstanding the foregoing, all of the Members acknowledge and agree that all accounting, legal, agricultural, operations, growing/cultivation, security, and regulatory compliance methods and processes (i.e., "know-how") shall not constitute Intellectual Property and no Member shall take any action, directly or indirectly, on such Member's behalf or on the Company's behalf, to assert any right with regard thereto.

(j) **Confidentiality.** Each Member or Manager expressly acknowledges that such Member or Manager may receive confidential and proprietary information relating to the Company, including information relating to the Company's financial condition, business plans and Intellectual Property and that the disclosure of such confidential information to a third party would cause irreparable injury to the Company. Except with the prior written consent of the Board, no Member or Manager shall disclose any such information to a third party (other than on a "need to know" basis to any Affiliate or any employee, agent, representative or contractor of the Company (each of whom shall agree to maintain the confidentiality of such information)),

and each Member or Manager shall use reasonable efforts to preserve the confidentiality of such information. The obligations of a Member or Manager under this Section shall survive the termination of this Agreement or cessation of a Member's or Manager's status as a Member or Manager for a period of twelve (12) months. Notwithstanding the foregoing, a Member or Manager will not be bound by the confidentiality obligations in this section with respect to any information that is currently or becomes: (a) required to be disclosed by such Member or Manager under applicable law, including federal or state securities laws, or court order (but in each case only to the extent of such requirement); (b) required to be disclosed to protect such Member's or Manager's interest in the Company or enforce such Member's or Manager's rights under this Agreement (but in each case only to the extent of such requirement and only after consultation with the Company); (c) publicly known or available in the absence of any improper or unlawful action on the part of such Member or Manager; (d) known or available to such Member or Manager via legitimate means other than through or on behalf of the Company or the other Members or Managers; or (e) is explicitly defined as not constituting Intellectual Property in Paragraph (i) immediately above (i.e., "know-how").

5. Members; Management.

(a) Management of Company.

i. The Board. Except as otherwise provided in this Agreement, the Company will be managed by a Board of Managers. The Board of Managers has the right, power, and authority, to manage, operate, and control the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, deemed by the Board of Managers to be necessary or appropriate to effectuate the purposes of the Company consistent with the purposes of the Company as set forth above.

ii. Composition of the Board of Managers. Managers shall be natural persons of at least twenty-one years of age, residents of the State of Connecticut and satisfy such other requirements as the Act or the Regulations may from time to time require. The Board of Managers shall initially consist of four (4) persons (each, a "Manager"). The initial Managers are Jerry Farrell, Jr., Joseph Nardecchia, Greg Hancock, and Adam Stern.

iii. Manner of Acting. The Board of Managers may act by (a) resolutions adopted at a meeting by at least a majority of Managers or by unanimous written consent and/or (b) delegating power and authority to any officer. If a quorum is present, the affirmative vote of a majority of the Managers entitled to vote will be the act of the Board of Managers, unless the vote of a greater or lesser proportion or number is otherwise required by the LLC Act, by this Agreement, or by any other governing documents of the Company. A majority of all of the Managers then in office constitutes a quorum of the Board of Managers. Except as otherwise provided herein or as may be approved by the Board of Managers, no Manager, acting individually, shall have any individual authority, right, or power by virtue of being a Manager to bind the Company.

iv. Devotion of Time. Each Manager shall devote such time and attention to the business of the Company as is necessary to enable the Company to achieve its

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

business objectives; however, the Company and the Members acknowledge that no Manager shall, solely as a result of being a Manager, be bound to devote all of such person's business time to the affairs of the Company.

v. Meetings. The Board of Managers shall meet at such times and places as determined by the Board of Managers from time to time but shall meet no less than once a quarter unless otherwise agreed to by the Members. The Board of Managers may hold meetings, both regular or special, either within or without the State of Connecticut. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

vi. Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers. Notice of such meetings shall not be required.

vii. Special Meetings. Special meetings of the Board of Managers may be called by any Manager on at least twenty four (24) hours' notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

viii. Removal of a Manager. A Manager may be removed only by vote of those Members collectively holding at least ninety percent (90%) of the Units held by the Members and only for "Cause." For purposes of this Section, "Cause" means the following conduct:

1. Misconduct as a Manager of the Company relating to the finances of the Company, including fraud, willful misappropriation or theft of funds or property of the Company, or embezzlement;

2. Intentional or willful acts that subject the Company to serious public disrespect, scandal, or ridicule, or that cause the Company to be in violation of governmental regulations, including but not limited to those to which reference is made in Section 3 above; (ii) that subjects the Company either to sanctions by governmental authority or to civil liability; and/or that causes or will cause the Company to lose its license(s) to engage in the business for which the Company was formed;

3. Intentional disclosure or use of confidential information of the Company, other than as specifically authorized and required in the performance of a Manager's duties; or

4. Conviction of a felony or plea of guilty to a felony that subjects the Company to public disrespect, scandal, or ridicule, or the penalty for which will otherwise prohibit the manager from exercising substantially all of his or her duties as a Manager for a period of greater than one (1) year.

ix. Vacancies. Vacancies may be filled by the remaining Members who are on the Board of Managers, or, whenever there is only one Manager or no Managers, by the approval of the Members holding at least ninety percent (90%) of the Units, such approval not to be unreasonably withheld, delayed or conditioned. Members holding at least ninety percent (90%) of the Units may increase the number of Members; provided, that in no event may a Member who is not actively engaged in the day-to-day activities of the Company be a Manager.

(b) **Officers.** The Board of Managers may, from time to time, designate and appoint one or more individuals to serve as an officer of the Company (an "Officer"). Any Officers so designated will have such authority and perform such duties as the Board of Managers may, from time to time, delegate to them. The Board of Managers may assign titles to particular Officers. The following persons are appointed as Officers with the titles sets forth next to their names: (i) Adam Stern - Chief Executive Officer; (ii) Joseph Nardecchia – Chief Financial Officer; (iii) Jerry Farrell, Jr. – Chief Operations Officer. If a title is one commonly used for officers of a business corporation, the assignment of such title will constitute the delegation to such Officer of the authority and duties that are normally associated with that office and/or as the Board of Managers may otherwise direct.

(c) **Members.** Except as otherwise expressly provided in this Agreement, no Member shall have any authority, right or power, by virtue of being a Member, to bind the Company, or to manage or control the business and affairs of the Company.

(d) **Decisions Requiring Super-Majority Approval of the Members.** The following decisions require the approval of those Members holding at least ninety (90%) of the Units of the Company:

(i) incurring a capital expense in excess of Twenty Thousand Dollars (\$20,000) if such expense is not expressly set forth in, or reasonably inferable from, the budget of the Company as set forth in Schedule B attached hereto and made a part hereof; provided, that the foregoing limitation shall not apply to replacements of capital items set forth in such budget if such replacements are typical in the ordinary course of the Company's business;

(ii) the initiation, but not the defense of and/or counter-claim in connection with, of any legal proceedings in the Company's name; provided, that the foregoing limitation shall not apply to (A) the pursuit of insurance claims or other actions in the ordinary course of the Company's business, including but not limited to regulatory proceedings affecting the Company's business; and/or (B) the enforcement by the Company (acting through the Board of Managers) of any affirmative obligation of any Member, or any restriction applicable to any Member of the Company, as set forth in this Agreement or the LLC Act.;

(iii) any merger in which the Members will own 50% or less of the voting power of the surviving company;

(iv) the sale of all or substantially all of the assets or the sale of any material assets of the Company; provided, that, if the Board of Managers shall unanimously

determine that such sale is in the best interests of the Company, then the Board of Managers may submit such issue to arbitration in accordance with this Agreement;

- (v) issuing or authorizing any additional Units or classes of Units;
- (vi) carrying on any other business by the Company; and
- (vii) such other decisions as are so specified in this Agreement.

(e) Action by Members without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the number of Units sufficient to approve such action at a meeting where all the Members were present consents in writing to such action. The Company shall give prompt notice of such consent to all Members. Any action taken under this Section is effective when Members holding the number of Units necessary to approve such action have signed the consent, unless the consent specifies a later effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs such a written consent. The Company will file any such written consents in the Company's minute book. A meeting may be attended by participation in a conference call in lieu of a meeting in person and a record of attendance at such meeting/conference call shall be filed in the Company's minute book.

(f) Exculpation of Managers. In carrying out their duties under this Agreement, the Managers shall not be liable to the Company or to the Members for their good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for their own willful misconduct in the performance of their obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement shall be conclusive evidence of such good faith; however, good faith may be determined without obtaining such advice.

The Company shall indemnify, defend, and hold harmless the Managers, their Affiliates and agents, against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (together, "Claims"), in which the indemnified person may be involved, or threatened to be involved, as a party or otherwise by reason of his status as a Manager or an Affiliate thereof, or an agent of such Manager or an Affiliate thereof, or a person serving at the request of the Company in another entity in a similar capacity, which relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Manager or an Affiliate thereof or his agent at the time any such liability or expense is paid or incurred, if (i) the indemnified person acted in good faith and in a manner it believed to be in or not opposed to the best interests of the Company, (ii) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (iii) in connection with any criminal action or proceeding, the indemnified person had no reasonable cause to believe his conduct was unlawful, and (iv) with respect to Claims by or in the right of the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2. Operating Agreement

Company, the indemnified person is not adjudged to be negligent or liable for misconduct, unless a court determines that indemnification is nonetheless appropriate.

Notwithstanding clauses (iii) and (iv) above, an indemnified person shall be eligible for indemnification hereunder to the extent he has been successful on the merits with respect to any Claim. In no event shall any Member be required to make an additional capital contribution to carry out this indemnification provision; provided, that the assets of the Company may be used to satisfy the indemnification obligations set forth herein.

For purposes of this Agreement, an “Affiliate” of any person means (i) any person directly or indirectly owning, controlling or holding the power to vote ten percent (10%) or more of the outstanding voting securities of the specified person; (ii) any person ten percent (10%) or more of whose outstanding voting securities is directly or indirectly owned, controlled or held with power to vote by the specified person; (iii) any person directly or indirectly controlling, controlled by, or under control with a specified person; (iv) any officer, partner, member or director of the specified person; or (v) any person of which the specified person is an officer, director or partner.

In carrying out its duties hereunder, a Member will not be liable to the Company or to any other Member for such Member’s good-faith actions, or failure to act, or for any errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, and instead will be liable to the Company or to any other Member only for such Member’s willful misconduct in the performance of such Member’s obligations under this Agreement. Actions or omissions taken in reliance upon the advice of legal counsel as being within the scope of authority conferred by this Agreement will be conclusively presumed to be taken in good faith; however, good faith may exist and may be determined without obtaining such advice.

(g) Conflicts of Interest, Other Business. Except as otherwise prohibited by this Agreement, each Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others.

(h) No Conflicts. A Member shall neither disclose nor use, during the course of such Member’s relationship with the Company, any confidential information of any Person including the Company that is subject to restrictions on disclosure or use. Each Member represents that the Member’s acceptance of confidential information, the Member’s entrance into a relationship with the Company and the other Members, and the execution of and compliance with the terms of this Agreement do not and will not conflict with, violate the terms of, or constitute a breach of any material agreement or understanding to which such Member is a party or by which such Member may otherwise be bound.

(i) Remedies. The Members and Managers recognize that irreparable injury will result to the Company or the other Members and Managers, as the case may be, and, their respective business and property, in the event of a breach by a Member or Manager of the confidentiality or conflicts provisions of this Agreement and that the issuance of Units by the Company to the Members or appointment of Managers is undertaken in reliance, among other

matters, upon the covenants by the Members and Managers as herein set forth. Accordingly, in the event of a breach or threatened breach by a Members or Manager of any of the provisions of such sections, the Company or the other Members or Managers, as the case may be, shall be authorized and entitled to seek from any court of competent jurisdiction, preliminary or final injunctive relief as well as any equitable accounting of all profits, compensation or benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. In addition, the Company or the other Members or Managers, as the case may be, shall be entitled to recover all court costs, reasonable attorneys' fees and other expenses from the breaching party. The aforesaid remedies shall be independent, severable, and cumulative and shall be in addition to any other rights and remedies to which the Company or the other Members or Managers, as the case may be, may be entitled. All of the covenants of the Members and Managers set forth in such sections shall be construed as agreements independent of any other provision of this Agreement and shall survive the termination of this Agreement; and the existence of any claim or cause of action against the Company or the other Members or Managers, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company or the other Members or Managers as the case may be, of such covenants.

(j) **Liability of Members.** No Member shall be liable, responsible or accountable in damages or otherwise to the Company or a Member for any act performed within the scope of his authority except for fraud, gross negligence, dishonesty and/or intentional breach of this Agreement.

(k) **Duties of Manager.** Each Manager shall discharge his duties to the Company and exercise any rights consistently with the contractual obligation of good faith and fair dealing. Each Manager owes to the Company a duty of care in the conduct and winding up of the business of the Company, which shall be limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, a knowing violation of law, or such conduct as would cause the Company to lose one or more licenses to pursue its purposes as set forth in Section 3 above.

(l) **Arbitration.**

(i) In any instance where this Agreement expressly provides that a dispute with respect to a specific matter may be submitted to arbitration, or when any Member may desire to submit to arbitration a controversy, claim or matter of difference among the Members with respect to this Agreement (exclusive of any determination or decision that is made in accordance with the express terms and provisions of this Agreement), then such dispute, controversy, claim or matter of difference shall be submitted for resolution by arbitration in Stamford, CT, in accordance with the Commercial Arbitration rules of the American Arbitration Association (collectively, the "AAA Rules"), except to the extent modified hereby. In such arbitration, the opposing party shall be those Members opposing the action being recommended by the Board of Managers.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

(ii) Three arbitrators shall be required with respect to any arbitration permitted by this Agreement. With respect to any such arbitration, the decision and award of the arbitrators shall be final and conclusive on the parties. Each party shall, on the date it submits such dispute to arbitration, select and appoint (in its sole and absolute discretion) one arbitrator to act as its designee in accordance with the AAA Rules and the two party-designated arbitrators shall jointly select the third arbitrator pursuant to and consistent with the AAA Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Agreement. Except with respect to the interpretation and enforcement of the arbitration procedures (which shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq.), the arbitrators shall apply the laws of the State of Connecticut (without giving effect to its choice of law principles) in connection with the dispute.

(iii) The arbitrators conducting any arbitration shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, or otherwise modify such provisions. The Members agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder which shall be binding and conclusive on the parties and shall constitute an "award" by the arbitrator within the meaning of applicable law. Judgment may be had on the decision and award of the arbitrator so rendered in any court of competent jurisdiction.

(iv) Each group of Members shall designate an arbitrator and each of such two arbitrators shall designate a third, all in accordance with the AAA Rules. The third arbitrator shall be a qualified, disinterested and impartial person who shall have had at least ten (10) years' experience in New York City in a calling connected with the matter of the dispute (i.e., whether or not the sale of all or substantially all of the assets of the Company is in the best interests of the Company). In deciding the "best interests of the Company," the arbitrators may take into account the terms and conditions of a sale, the feasibility and practicality of the Members continuing to work together in furtherance of the purposes of the Company, the foreseeable business prospects of the Company and such other matters as the arbitrators and Members deem appropriate to such determination. Each group of Members shall each have the right to appear and be represented by counsel before said arbitrators and to submit such data and memoranda in support of their respective positions in the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Each party in such proceeding shall pay its own attorneys' fees and all Members shall share in the costs of the third arbitrator in accordance with their interests in the Company. The Members acknowledge that the right of the Board of Managers to cause a dissolution of the Company is not a matter that is subject to arbitration notwithstanding that such dissolution might lead to a sale of all or substantially all of the assets of the Company.

6. Financial and Tax Matters.

(a) **Fiscal Year & Yearly Budget.** The fiscal year of the Company begins on January 1st and ends on December 31st. The Board of Managers shall approve the annual budget for the Company before the commencement of each Fiscal Year.

(b) **Books and Records.** The Company shall keep complete and accurate books of account and other necessary financial, accounting and tax records on a cash basis and otherwise in accordance with consistently applied generally accepted accounting principles (GAAP) and applicable law.

(c) **Financial Reports.** The Company shall maintain current and accurate records of the Company's financial condition, and such records shall be made available on no less than a monthly basis to the Members.

(d) **Interim Financial Reports.** The Company shall furnish balance sheets, income statements, and statements of cash flows reflecting the financial condition and results of operations of the Company within ninety (90) days following the end of each fiscal year.

(e) **Bank Accounts.** Funds of the Company must be deposited in the Company's name in one or more bank accounts approved by the Board of Managers. Managers are authorized to sign checks on behalf of the Company.

(f) **Tax Matters.**

(i) The Company shall cause federal, state, and local income tax returns of the Company and related filings for the Members to be prepared, at the Company's expense, by an accounting firm or accountant selected by the Board of Managers, and furnished to each Member before the statutory date for filing, subject to extensions permitted by law. The proportionate part of each item of income, gain, loss, deduction or credit earned, realized or available by or to the Company shall be allocated to the Members in accordance with Section 4(d).

(ii) The Company shall amortize organizational expenses over the first sixty (60) months of the term of the Company as permitted under Code Section 709. The Tax Matters Member (as defined below) shall from time to time consult with the Members regarding tax decisions and elections for the Company not specified in this Agreement.

(iii) The Tax Matters Member shall give prompt notice to each Member upon receipt of advice or information that the Internal Revenue Service ("IRS") intends to examine the Company's income tax returns for any year.

(iv) Tax Matters Member.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

(1) Joseph Nardecchia is hereby designated as the “Tax Matters Member” of the Company for purposes of Code Section 6231(a)(7) and hereby is delegated the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the IRS relating to the determination of any item of Company income, gain, loss, deduction, or credit for federal income tax purposes.

(2) The Tax Matters Member shall, within ten (10) days of the receipt of any notice from the IRS in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, provide, or cause the Company to provide, a copy of such notice to each Member.

(3) The Board of Managers may in consultation with all of the Members designate a new Tax Matters Member; provided, however, that only a Member may be so designated.

7. Sale or Transfer of Member Interest. Except as otherwise set forth in this Agreement, a Member shall not, directly or indirectly, sell, transfer, pledge, hypothecate, encumber, assign, exchange, donate, make a gift of, or otherwise dispose of (“Transfer”) the Member’s Units without the consent of all Members. In no event shall any person or entity be admitted as a “Member” or nor shall any equitable interest be transferred to any person or entity if such admission or transfer would disqualify or adversely affect the status of such licenses as the Company may have or be required to have to conduct its business in accordance with applicable laws.

(a) Notwithstanding anything contained herein to the contrary, a Member may Transfer a beneficial interest (i.e., without any rights to vote or otherwise participate in the management of the Company) in any or all of the Units owned by such Member to any of the following, each of whom shall be referred to as a “Permitted Transferee”:

(i) such Member’s spouse, children, or issue (each being a “Family Member”);

(ii) a trust for the benefit of the Member or one or more Family Members; provided, that the Member shall retain sole management thereof as the trustee of such trust; or

(iii) an entity in which management of the business and operations thereof is vested solely in the Member or, upon the death or disability of the Member, a Member’s Family Members.

Each such Permitted Transferee, as a condition to a valid transfer, must assent to this Agreement and any amendments.

(b) **Third persons.** Subject to the terms of Section 7(a) and this Section 7(b), a Member may sell all or a portion of such Member’s Units to an unaffiliated third person

(“Proposed Transferee”), provided that the Proposed Transferee assents to this Agreement and any amendments:

(i) Right of First Refusal. If a Member (“Seller”) proposes to Transfer all or any portion of the Seller’s Units (the “Offered Units”) to a Proposed Transferee, the Seller shall first provide the Company and the other Members, on a pro rata basis, with a right of first refusal, by providing the Company and the other Members with written notice (“Offer Notice”), to acquire the Seller’s Units at a price equal to the consideration that Seller would receive in exchange for the Offered Units (the “First Refusal Price”); provided that payment of the First Refusal Price by the Company or the other Members may be made, at the option of the Company or such other Members, either by: (A) payment consistent with the terms and conditions made by the Proposed Transferee, or (B) pursuant to the terms of the Promissory Note, but with interest on the Promissory Note to accrue at the simple rate of eight percent (8%) per annum. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which shall extend the payment period thereunder by the number of deferred payments. The Company shall have thirty (30) days after receipt of the Offer Notice to elect to purchase the Seller’s Units; to the extent the Company does not so elect, the other Members may elect to purchase the Seller’s Units on a pro rata basis within the same 30-day period.

(ii) Right of Co-Sale.

(1) If the Company and the remaining Members do not elect to exercise any rights set forth in Section 7(b)(i), then the remaining Members may sell to the Proposed Transferee (a “Co-Sale”), at the same price and on the same terms and conditions as involved in such sale, total Units (the “Co-Sale Units”) not exceeding (i) the number of Offered Units multiplied by (ii) a fraction, the numerator of which is the number of Units held by the remaining Members, and the denominator of which is the sum of the total number of Units held by the Seller and the remaining Members. Each of the remaining Members desiring to sell Units in the Co-Sale may sell Units not exceeding (x) the number of Offered Units multiplied by (ii) a fraction, the numerator of which is the number of Units held by such Member, and the denominator of which is the sum of the total number of Units held by the Seller and the remaining Members. Any difference between the number of Units desired to be sold by the remaining Members and the number of Offered Units will be allocated to the Seller.

(2) The Seller and those Members desiring to sell Co-Sale Units (the “Co-Sale Members”), may sell to the Proposed Transferee (allocated in accordance with Section 7(b)(ii)(1)) an aggregate amount of Units not more than the total number of Offered Units, at a price not less than the Offer Price and upon other terms and conditions, if any, not materially more favorable to the Proposed Transferee than those provided in the Offer Notice.

(3) If a Co-Sale Member decides to exercise such Member’s Co-Sale rights under Section 7(b)(ii) to sell all or any part of the Units permitted to be sold in connection with such Co-Sale, the Co-Sale Member shall notify the Seller in writing within thirty

(30) days of the Offer Notice (a “Co-Sale Notification”) of the election to exercise such Co-Sale rights, which notice shall state the number of Units the Co-Sale Member desires to sell. The Co-Sale Notification in conjunction with the Offer will be deemed to constitute a valid, legally binding, and enforceable agreement for the sale by the Seller and each Co-Sale Member to the Proposed Transferee. The Co-Sale of the Units to be sold pursuant to this Section may be made at the offices of the Company, or at such other place mutually acceptable to the Seller and the Co-Sale Members on the forty-fifth (45th) day following the date of the Offer Notice (or if the forty-fifth (45th) day is not a business day, then on the next succeeding business day);

(4) The fees, costs and expenses incurred in connection with the sale of any Units sold pursuant to Section 7(b)(ii) shall be borne ratably by the Co-Sale Members (including the Seller) participating in such sale, provided, that each such Member shall be responsible for the fees and disbursements of such Member’s own legal counsel in connection with such sale; and

(5) Any Offered Units not sold pursuant to the provisions of Section 7(b)(ii) will remain subject to the restrictions contained in this Section 7, and the Seller shall not thereafter sell, pledge, or transfer the Units except in compliance with this Agreement.

(c) **Divorce.** If a Member who is a natural person is required to Transfer any of Units by a court incidental to such Member’s separation or divorce (“Divorcing Member”), then the following requirements will apply:

(i) Any Units ordered by a court to be Transferred will not include any rights to vote or otherwise participate in the management of the Company. The voting rights incidental to any Units will remain with the Divorcing Member or, if the Divorcing Member ceases to be a Member of the Company, such votes will revert to the Company. Notwithstanding the foregoing, the Units that are the subject of such Transfer will be subject to a perpetual and irrevocable option to purchase as follows:

- (1) First, to the Divorcing Member;
- (2) Second, to the Company; and
- (3) Third, to the other Members.

(ii) The option to purchase shall be exercised by the party seeking to exercise same by providing written notice to the Company and the other Members. If the party seeking to exercise the option to purchase is the Divorcing Member, then the Divorcing Member shall be permitted to exercise such option in accordance with the terms of this Section 7(c). If the Divorcing Member fails to exercise this right of first refusal within thirty (30) days from the later of the date of receipt of written notice that the Units are required to be Transferred, or that the Company or another Members elects to purchase the Units, then the Company and the other Members shall have the right to purchase the Units in the order and allocation set forth above, exercisable at any time upon the expiration of the right of first refusal of the Divorcing Member. If the purchase of the Units is not closed within thirty (30) days by the party that elected to exercise such Units, then the Units shall once again be subject to the option to purchase as set

forth in this Section 7(c). Notwithstanding the failure of a spouse to sign the Spousal Consent form, each Member acknowledges that the obligation to sell and the Company's right to purchase the Units pursuant to this Section 7(c) is absolute.

(iii) The purchase price to be paid to the holder of the Units (the "Divorce Transferee") in connection with a sale under this Section 7(c) for the Units subject to the foregoing option shall be equal to the Divorce Transferee's pro rata portion of the Stipulation of Value.

(iv) The payment for the repurchase option, when exercised by any party, may be in cash or pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment. Any deferred payment will extend the duration of the Promissory Note by the number of payments deferred by the Company.

(d) Stipulation of Value. If it becomes necessary to determine the fair market value of the Units, the Company shall choose an independent third party appraiser to determine the fair market value of the Units (the "Stipulation of Value"). The methodology to be employed by the appraiser to establish the Stipulation of Value shall be reasonably agreed upon by the Company and the appraiser. If a Member disputes the Stipulation of Value prepared for the Company, such Member may retain, at such Member's expense, an independent financial advisor experienced in valuing closely held companies similar to the Company to provide a valuation (a "Supplemental Valuation"). Such Member must submit any Supplemental Valuation within 30 days of the announcement of the Stipulation of Value prepared for the Company. Upon the earlier of the submission of all such Supplemental Valuations or the day after the Supplemental Valuations are due for submission, the Company shall compare the Stipulation of Value prepared for the Company and any properly submitted Supplemental Valuation. If the lowest valuation (the "Floor Valuation") is at least 80% of the highest valuation (the "Cap Valuation"), then the arithmetic mean of all the compared valuations shall then be used by the Company to establish the final Stipulation of Value, which will be binding on the Members and the Company. If the Floor Valuation is less than 80% of the Cap Valuation, then the persons who prepared the Floor and Cap Valuations shall together select an independent financial advisor experienced in valuing closely held companies similar to the Company to provide a valuation (the "Independent Valuation"). If the Independent Valuation is higher than the Cap Valuation, the Company shall set the Stipulation of Value at the Cap Valuation; if the Independent Valuation is lower than the Floor Valuation, the Company shall set the Stipulation of Value at the Floor Valuation; otherwise, the Company shall set the Stipulation of Value at the Independent Valuation. This determination of the Stipulation of Value will be binding on the Members and the Company. The value per Unit shall be determined by taking the total number of Units issued to all of the Members and dividing it by the Stipulation of Value ("Per Unit Stipulation of Value"). Each Member's portion of the Stipulation of Value will be determined by multiplying the total number of Units held by such Member by the Per Unit Stipulation of Value.

8. Dissociation of a Member.

(a) **Dissociation.** A Member will cease to be a Member upon the earliest to occur of any of the following events (a “Dissociation”):

(i) the bankruptcy, insolvency, or assignment for the benefit of creditors of a Member; or

(ii) the death, Disability, or termination of services of a Member; or

(iii) the continued membership of a Member shall be threaten or cause the Company to be in violation of applicable laws with regard to the pursuit of the Company’s purposes as set forth in Section 3 above.

(b) **Rights of Dissociating Member.** If any Member dissociates before the expiration of the term of the Company, then:

(i) if the Dissociation causes a dissolution and winding up of the Company governed by Section 12, the dissociating Member may participate in the winding up of the Company to the same extent as any other Member, except that any distributions to which the Member would have otherwise been entitled will be reduced by the direct expenses sustained (including reasonable attorneys’ fees and accounting costs) by the Company as a result of the Dissociation; or

(ii) if the Dissociation does not cause a dissolution and winding up of the Company governed by Section 12, the dissociating Member may, in exchange for such Member’s Units, receive the Member’s pro rata portion of the Stipulation of Value paid pursuant to a Promissory Note. The dissociating Member shall tender such Member’s Units to the Company within fifteen (15) days of the Dissociation.

9. **Death or Disability of a Member.**

(a) **Purchase of Insurance Policies.** The Company may purchase life insurance policies on Members who are natural persons to provide for the purchase by the Company of a Member’s Units as described in this Section 9. In addition, the Company may purchase disability insurance policies on Members who are natural persons. The Company shall first use the proceeds of any such insurance policies to fund the purchase of a Member’s Units upon death or Disability.

(b) **Purchase of Deceased Member’s Units.**

(i) **Member Purchase.** In the event of the death of a Member, the other Members may purchase, on a pro-rata basis, the deceased Member’s Units for a total amount equal to the deceased Member’s pro rata portion of the Stipulation of Value. If the other Members do not purchase the Units hereunder within thirty (30) days of the death of the Member, then the Company may purchase the Units in accordance with Section 9(b)(ii). The

balance due for the purchase of such Units by the Members shall be paid pursuant to a Promissory Note.

(ii) **Company Purchase.** In the event of the death of a Member and the other Members do not purchase all of the deceased Member's Units, the Company may purchase the deceased Member's Units. Upon any such purchase of the Units, the purchase price due to the deceased Member's estate or legal representative will be the deceased Member's pro-rata portion of the Stipulation of Value. The proceeds from any life insurance policies referenced in Section 9(a) shall be used, as needed, by the Company to purchase the deceased Member's Units. If the proceeds from such life insurance policies, if any, exceed the repurchase price of the deceased Member's Units, the excess proceeds may be used by the Company as working capital. If the proceeds from any life insurance policies are insufficient to fully fund the purchase of the deceased Member's Units, then the balance remaining due for the purchase of such Member's Units shall be paid by the Company pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which will extend the payment period thereunder by the number of deferred payments.

(c) Purchase of Disabled Member's Units.

(i) **Member Purchase.** In the event of the Disability of a Member, the other Members may purchase, on a pro-rata basis, the disabled Member's Units for an amount equal to the disabled Member's pro rata portion of the Stipulation of Value. If the other Members do not purchase the Units within 30 days of the Disability of the disabled Member, then the Company may purchase the Units in accordance with Section 9(c)(ii). The balance due for the purchase of such Units by the Members shall be paid pursuant to a Promissory Note.

(ii) **Company Purchase.** In the event of the Disability of a Member and the other Members do not purchase all of the disabled Member's Units, the Company may purchase the disabled Member's Units for an amount equal to the disabled Member's pro rata portion of the Stipulation of Value. If any Units remain in the ownership of the disabled Member, then the voting rights incidental to any such Units will revert to the Company. The proceeds from any disability insurance policies referenced in Section 9(a) shall be used, as needed, by the Company to purchase the disabled Member's Units. If the proceeds from any disability insurance policies referenced in Section 9(a) exceed the repurchase price of such disabled Member's Units, the excess proceeds may be used by the Company as working capital. If the proceeds from any disability insurance policies are insufficient to fully fund the purchase of the disabled Member's Units, then the balance remaining due for the purchase shall be paid by the Company pursuant to a Promissory Note. If any payment due pursuant to the Promissory Note would cause the Company to become insolvent or otherwise unable to pay its obligations when due, then the Company may defer such payment until such time as the Company can make the payment, which shall extend the payment period thereunder by the number of deferred payments.

“Disability” means (i) a disability as a result of illness, accident or other physical or mental incapacity or disability, such that the Member is unable to perform the Member’s duties pursuant to this Agreement, with or without reasonable accommodation, for a period of 180 consecutive calendar days or, (ii) if disability insurance has been purchased by the Company, in accordance with the determination made by a physician selected by the provider of the disability insurance, or (iii) if a legal guardian is appointed by a court for a Member due to mental or physical disability.

10. Termination. This Agreement terminates and will be of no further force and effect if any of the following events occur:

(a) the sale, exchange or other disposition by the Company of all or substantially all of the Company’s assets:

(b) the agreement of all the Members to terminate this Agreement and dissolve the Company; or

(c) the unanimous agreement of the Board of Managers to terminate this Agreement and dissolve the Company.

If any of the foregoing events occurs, the Company shall administer its assets as set forth in Section 12.

11. Members’ Liability and other Activities. Neither the Company nor any Manager nor Member will be responsible or liable for any indebtedness or other obligation or liability of the Company or any other Member incurred or arising either before or after the execution of this Agreement except as otherwise provided in this Agreement. This Agreement does not, and should not be deemed to, create a relationship or agreement between the Members or Managers with respect to any activities whatsoever other than activities within the scope, business purposes, and activities of the Company and the Members as described in this Agreement.

12. Dissolution.

(a) **Authority Following Dissolution.** When the term of the Company has ended pursuant to this Agreement, the Company may continue to exist solely for the purposes of winding up its affairs in an orderly manner, liquidating its remaining assets, and satisfying the claims of its creditors and the Members. A Member shall not take any action that is inconsistent with the lawful winding up of the Company. The Board of Managers shall oversee and administer the winding up and liquidation of the Company.

(b) **Capital Accounts on Liquidation.** If the Company is “liquidated” within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), distributions shall be made by the Company pursuant to this Section to the Members who have positive capital accounts in compliance with Regulation Section 1.704-1(b)(2)(ii)(b)(2).

(c) **Application and Distribution Upon Liquidation.** After the Company is liquidated, the cash proceeds therefrom, to the extent sufficient, shall be applied and distributed by the Board of Managers in the following order:

(i) First, to the payment and discharge of all of the Company's debts and liabilities to third parties, including those that are guaranteed by the Members;

(ii) Second, to the Members that guaranteed the Company's debts and liabilities to third parties and upon which any Member was required to make payment to said third party, plus interest at the simple rate of five (5%) percent per annum, from the date the payment was made by the Member until the date the Member is repaid in full. The Company may not make any other distributions of cash or assets to any other Members, for any purpose whatsoever, until all Members subject to this Section are repaid in full. If this Section is applicable to multiple Members at the same time, then distributions shall be made to such Members ratably according to their Units;

(iii) Third, to the payment and discharge of all of the Company's debts and liabilities to the Members;

(iv) Fourth, to the Members, to the extent of their respective capital accounts; and

(v) Fifth, the balance, if any, to the Members in accordance with their Units.

(d) **Completion of Liquidation.** Upon request, each Member shall sign and, if necessary, file or publish any document reasonably necessary to terminate the Company or to complete the winding up of its business activities.

13. Indemnification.

(a) **Indemnification by Breaching Member or Manager.** Each Member and Manager shall indemnify, defend, and hold harmless the Company, the Managers, and the other Members from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees and disbursements) relating to or arising out of, directly or indirectly, in whole or in part, the indemnifying Member's or Manager's willful misconduct or intentional breach of this Agreement or any activity or liability of such Member or Manager (i) not within the scope or purpose of the Company or this Agreement or (ii) before the beginning of the term of the Company.

(b) **Indemnification by the Company.**

(i) The Company shall indemnify and hold harmless the Members, the

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Operating Agreement

Managers, their Affiliates and agents, officers, employees, partners, members and directors against and from any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative (together, "Claims"), in which the indemnified person may be involved, or threatened to be involved, as a party or otherwise by reason of their status as a Member, Manager, or an Affiliate thereof, an agent, officer, employee, partner, member or director of such Member, Manager, or an Affiliate thereof, or a person serving at the request of the Company in another entity in a similar capacity, that relates to or arises out of the Company, its property, business or affairs, regardless of whether the indemnified person continues to be a Member, Manager, or an Affiliate thereof or an agent, officer, employee, partner, member or director at the time any such liability or expense is paid or incurred, if (1) the indemnified person acted in good faith and in a manner the indemnified person believed to be in or not opposed to the best interests of the Company, (2) the indemnified person's conduct did not constitute gross negligence or willful misconduct, (3) in connection with any, criminal action or proceeding, the indemnified person had no reasonable cause to believe the indemnified person's conduct was unlawful, and (4) with respect to Claims by or in the right of the Company, the indemnified person is not adjudged to be liable for willful misconduct, unless a court determines that indemnification is nonetheless appropriate.

(ii) Notwithstanding Sections 13(b)(i)(3) and (4), an indemnified person will be eligible for indemnification under this Agreement to the extent such person has been successful on the merits with respect to any Claim. In no event shall any Member be required to make an additional capital contribution to carry out this indemnification provision.

(iii) An "Affiliate" of any person means (1) any person directly or indirectly owning, controlling, or holding the power to vote ten percent (10%) or more of the outstanding voting securities of the specified person; (2) any person ten percent (10%) or more of whose outstanding voting securities is directly or indirectly owned, controlled, or held with power to vote by the specified person; (3) any person directly or indirectly controlling, controlled by, or under common control with a specified person; (4) any officer, partner, member, or director of the specified person; or (5) any person of which the specified person is an officer, director, or partner.

14. Notices. All notices, demands, and communications (each, a "Notice") required or provided for in this Agreement must be in writing. The party giving a Notice shall either (a) deliver the Notice personally, which will be effective upon delivery or (b) send the Notice by nationally recognized courier service, which will be effective upon delivery, to each Member at its address set forth on Schedule A. Each Member may designate another address for purposes of this Section by Notice to the Company and to the other Members. Any written consent or written notice contemplated by this Agreement may be provided by email to the recipient's email account with the Company or such other email account as the recipient may designate. A notice delivered or sent by email does not constitute "notice" within the meaning of this Section 14 and is only for the convenience of the parties; provided, however, that an email recipient may expressly waive notice.

15. General Provisions.

(a) This Agreement constitutes the entire agreement and understanding of the Members with respect to the matters covered hereby and supersedes all previous written, oral or implied agreements, representations, statements, promises and understandings between them with respect to such matters.

(b) This Agreement may not be amended or changed except by an agreement in writing executed by all the Members.

(c) This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their permitted successors and assigns.

(d) This Agreement is governed by the laws of the State of Connecticut, without regard to its provisions of choice of law.

(e) If any provision in this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the extent it can be so enforced and such determination will not affect the remaining provisions of this Agreement, all of which will remain in full force and effect.

(f) The failure of any Member to enforce at any time any of the provisions of this Agreement will not be construed to be a waiver of any such provision or of any other provision, nor in any way affect the validity of this Agreement or the right of any Member to enforce each and every such provision in the future. No waiver of any breach of this Agreement will be construed or held to be a waiver of any other or subsequent breach. Any party may waive any provision of this Agreement provided such waiver is in writing and signed by the party.

(g) The rights and remedies of the Members set forth in this Agreement are not exclusive, and each Member is entitled to all rights and remedies available to such Member under applicable legal or equitable principles.

(h) The headings of the Sections in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

(i) This Agreement may be executed in two or more counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been signed as of the date first above written.

HANCOCK WELLNESS CENTER, LLC

By: Jerry Farrell, Jr.
Name: Jerry Farrell, Jr.
Title: Manager

MEMBERS

Jerry Farrell, Jr.
Jerry Farrell, Jr.
An individual

Greg Hancock
Greg Hancock
An individual

Christine Carabetta
Canyon Drive Associates LLC
By Christine Carabetta

Adam Stern
Adam Stern
An individual

Joseph Nardecchia
Joseph Nardecchia
An individual


SCHEDULE A to OPERATING AGREEMENT
Hancock Wellness Center, LLC

Capitalization Schedule
As of 9/12/15

Initial Contribution

Member Name	Capital Contribution	Units	Percentage Interest
Jerry Farrell, Jr. Canyon Drive Associates LLC			
Greg Hancock			
Adam Stern			
Joseph Nardecchia			

Department of Consumer Protection -- Dispensary Facility RFA, September 2015
Section B, Subsection 2, Federal EIN

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-20-2015

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

HANCOCK WELLNESS CENTER LLC
JOSEPH NARDECCHIA MBR
6 N MAIN ST
WALLINGFORD, CT 06492

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2016
Form 940	01/31/2017
Form 1065	04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Federal EIN

(IRS USE ONLY) 575A

08-20-2015 HANC B 999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is HANC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Federal EIN

(IRS USE ONLY) 575A

08-20-2015 HANC B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-20-2015
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

**PLANNING
COMMISSION-DIVISION**



CITY OF MERIDEN

Tel. (203) 630-4081 Fax (203) 630-5883

September 4, 2015

Ceneviva Law Firm
721 Broad Street
Meriden, Ct 06450

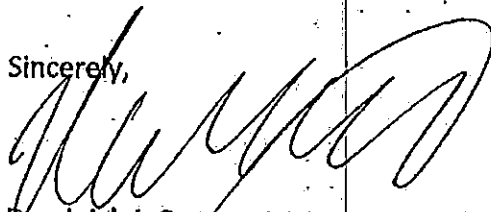
RE: 1295 East Main Street

Dear Atty. Ceneviva:

This letter is in response to your inquiry regarding the dispensing of medical marijuana at 1295 East Main Street. It has been the consistent ruling of the planning/zoning office that the Meriden Zoning Regulations do not govern the specific or type of medical prescription drugs that are dispensed in a legal, fully licensed general pharmacy.

The above property is zoned C-3. General pharmacies are permitted uses in this zone. Therefore, the dispensing of a legally prescribed drug (i.e. marijuana) is allowed in a fully licensed general pharmacy on this property. A Certificate of Approval (site plan) may be required by the Planning Commission.

Sincerely,



Dominick J. Caruso, A.I.C.P.
Director of Planning

DJC/ja

Craig A. Laliberte

(860) 767-4993

ARCHITECT

27 OAKLEDGE DRIVE
IVORYTON, CT 06442

September 16, 2015

Mr. Jerry Farrell, Jr.
6 North Main Street, #202
Wallingford, CT 06492

Re: *Hancock Wellness Center*
1295 East Main Street
Meriden, CT

Dear Mr. Farrell:

I am the project architect for the Dispensary facility at 1295 East Main Street in Meriden, Connecticut.

The project is designed to comply with the following applicable codes, regulations, and ordinances.

International Building Code - 2003 Edition
CT Fire Safety Code - 2005 Edition
CT State Mechanical Code – 2003 International Mechanical Code
CT State Plumbing Code – 2003 International Plumbing Code
CT State Electrical Code – 2011 National Electric Code
2009 International Conservation Code
ICC/ANSI A117.1- 2003
2009 Connecticut Supplement
2011 Connecticut Supplement
2013 Connecticut Supplement
Current Local Health Department Regulations
Local Zoning Regulations

The project design, shown on the attached drawings, to the best of my knowledge, information, and belief meets all applicable codes, ordinances, and regulations.

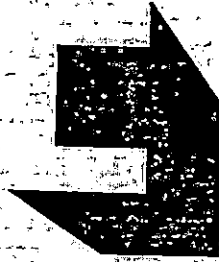
Sincerely,

Craig A. Laliberte

Craig A. Laliberte

Department of Consumer Protection – Dispensary Facility RFA, September, 2015
Section B, Subsection 2, Architect's Letter

Department of Consumer Protection - Dispensary Facility RFA, September 2015
Section B, Subsection 3, Statement from Landlord



September 16, 2015

Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106

Re: Dispensary Facility RFA, September 2015, Section B
Subsection 3 Statement from Landlord
Property: 1295 East Main Street, Meriden, CT 06450

Gentlemen:

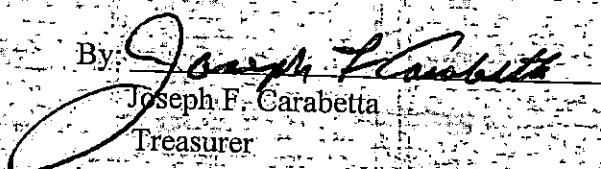
Commercial Real Estate Holdings LLC has entered into a lease with Hancock Wellness Center LLC to rent the entire building referenced above for the above purpose.

The Property is presently vacant and its former use was as a Bank branch building for ION Bank.

Commercial Real Estate Holdings LLC certifies that is fully aware of, and consents to, Hancock Wellness Center LLC, using the building for the purpose of a medical marijuana dispensary, to be licensed by the State of Connecticut Department of Consumer Protection.

Yours truly,

Commercial Real Estate Holdings LLC
by its Manager
Carabetta Enterprises Inc.

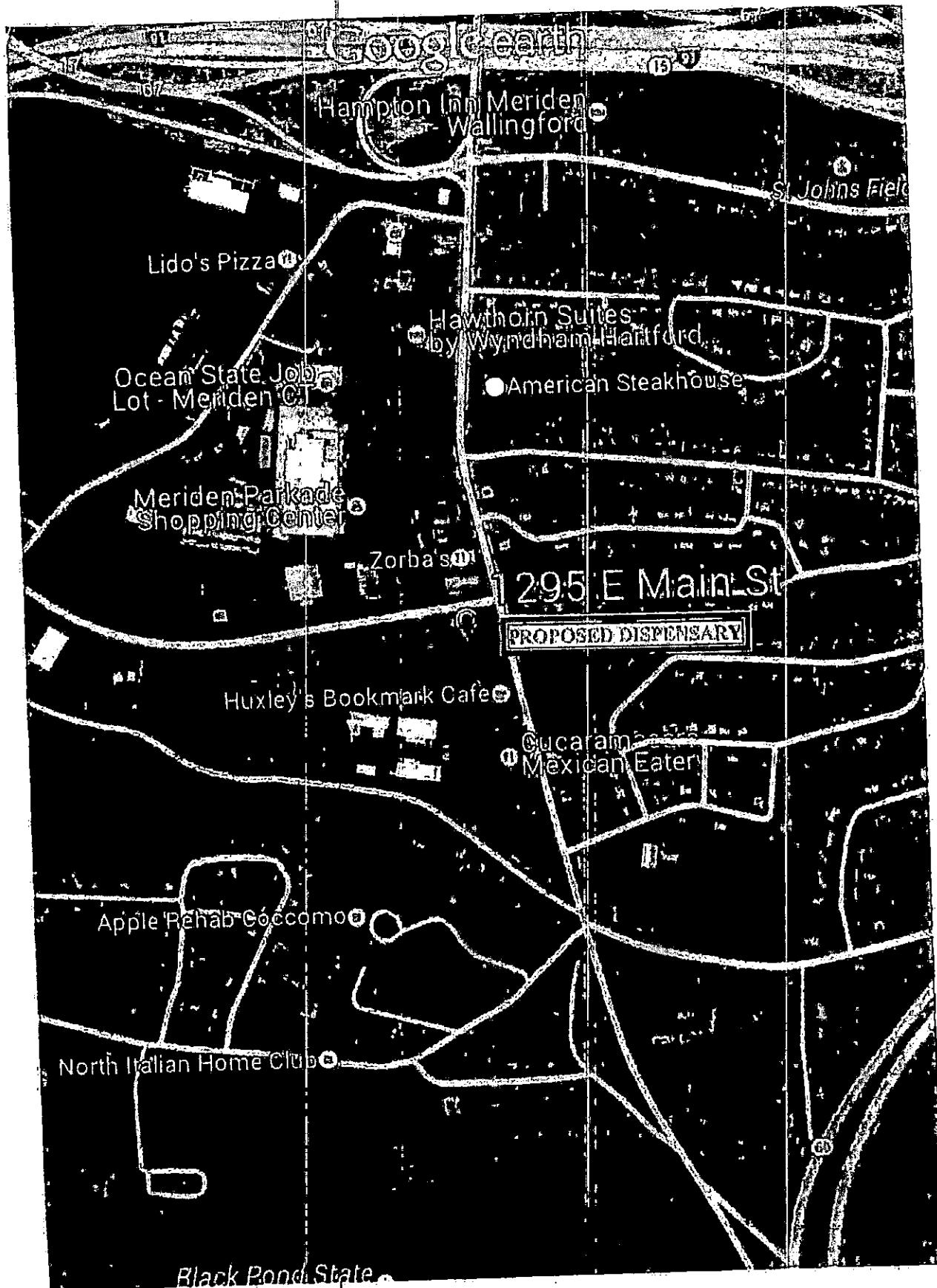
By: 
Joseph F. Carabetta
Treasurer

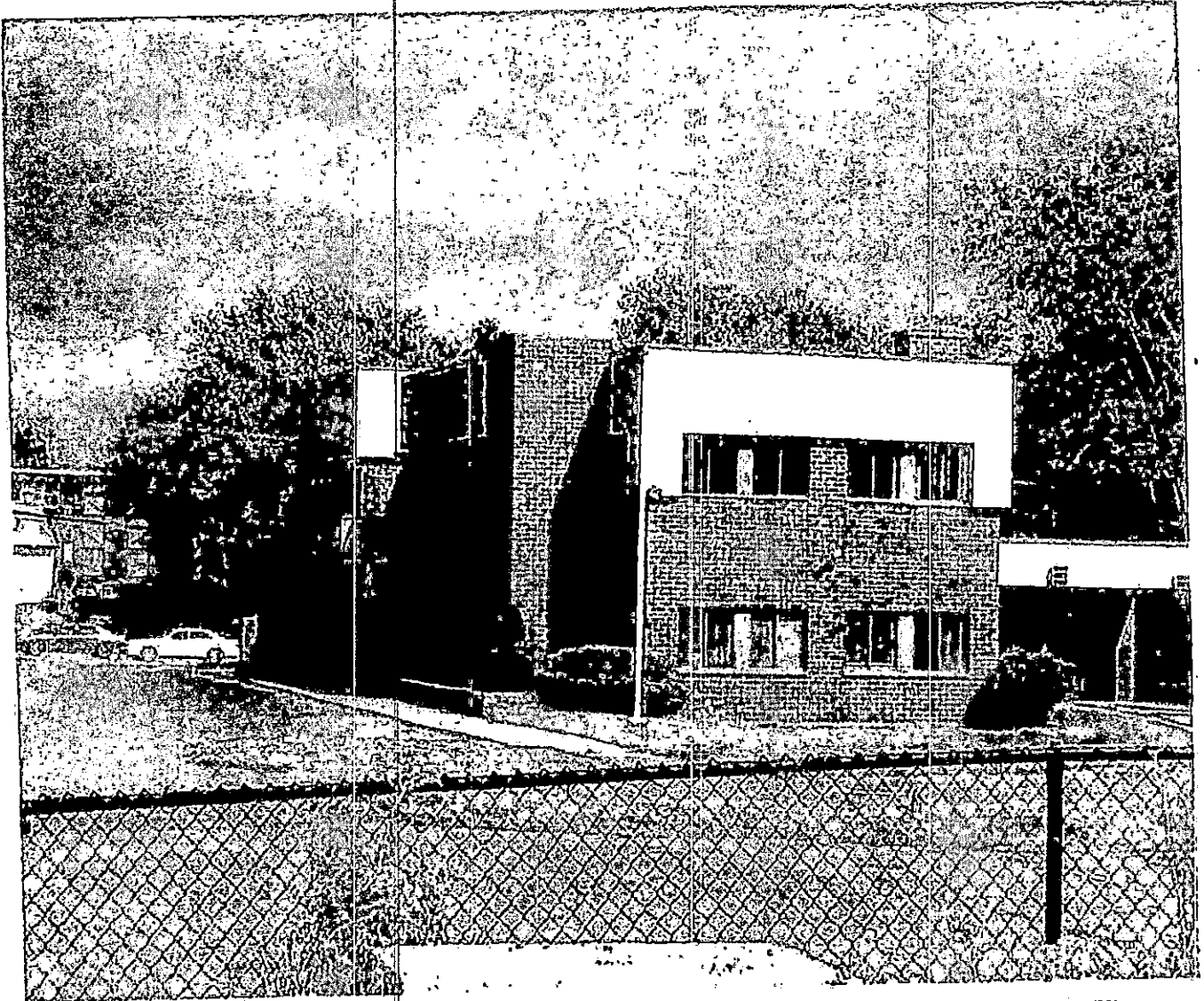
Department of Consumer Protection – Dispensary Facility RFA – September 2015
Section B, Subsection 4, Exterior Text and Graphics

Hancock Wellness Center does not plan to have any signage or graphics, with its name, on the exterior of the building, or anywhere on the site at 1295 East Main Street, Meriden.

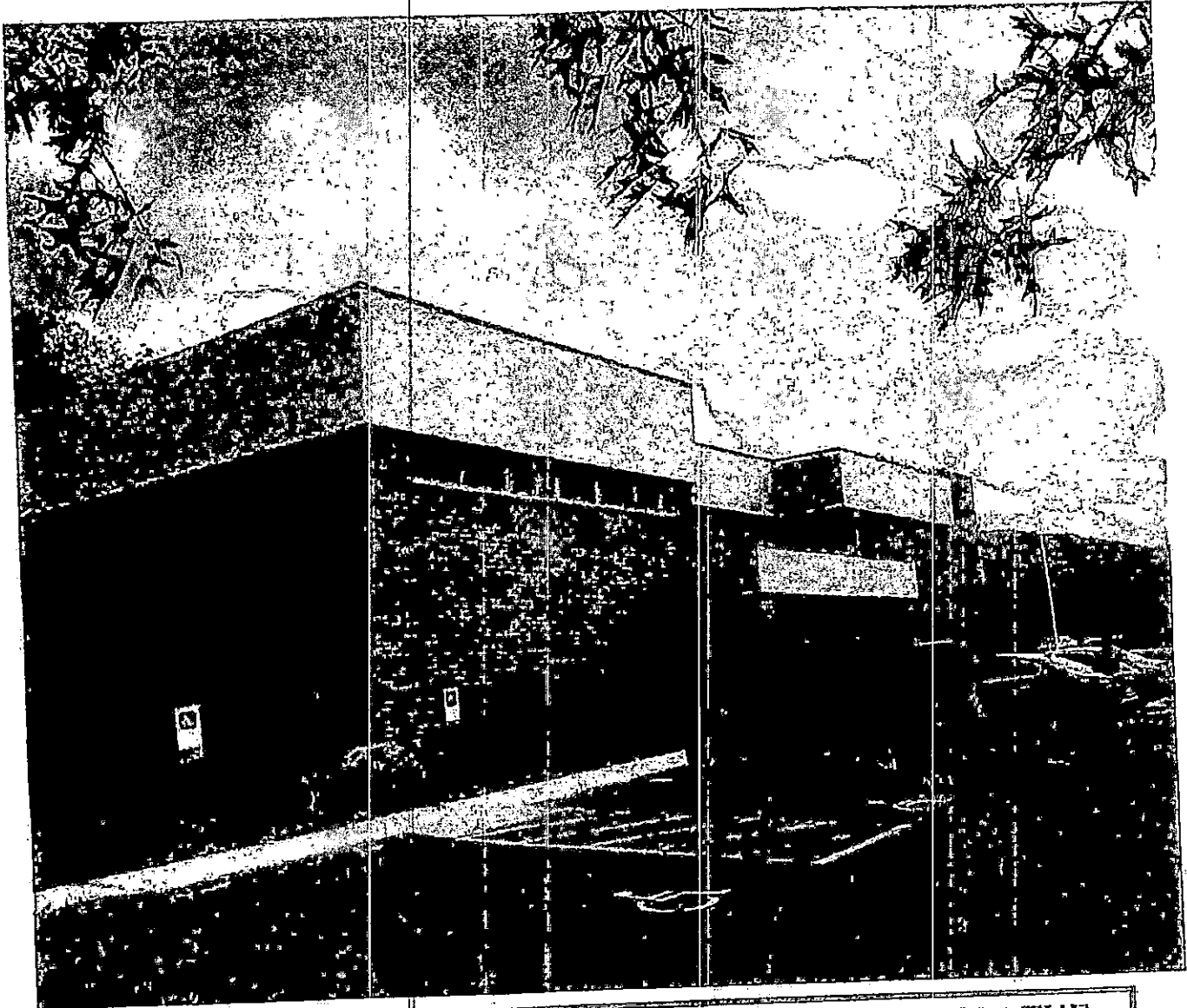
Any patient coming to HWC will have already made an appointment, either by telephone or computer, and would therefore possess the dispensary's address and how to get to the location. Adding signage showing the name "Hancock Wellness Center" therefore is not necessary and potentially would confuse customers of Hancock Pharmacy, a few blocks away on East Main Street.

There is presently a freestanding sign on the East Main Street side of the property, near to the road, left over from the bank which was once housed in the building. The corrugated plastic in the center of the sign will be lettered "1295 East Main Street" in plain black lettering, at a size sufficient to be seen by an approaching motorist.

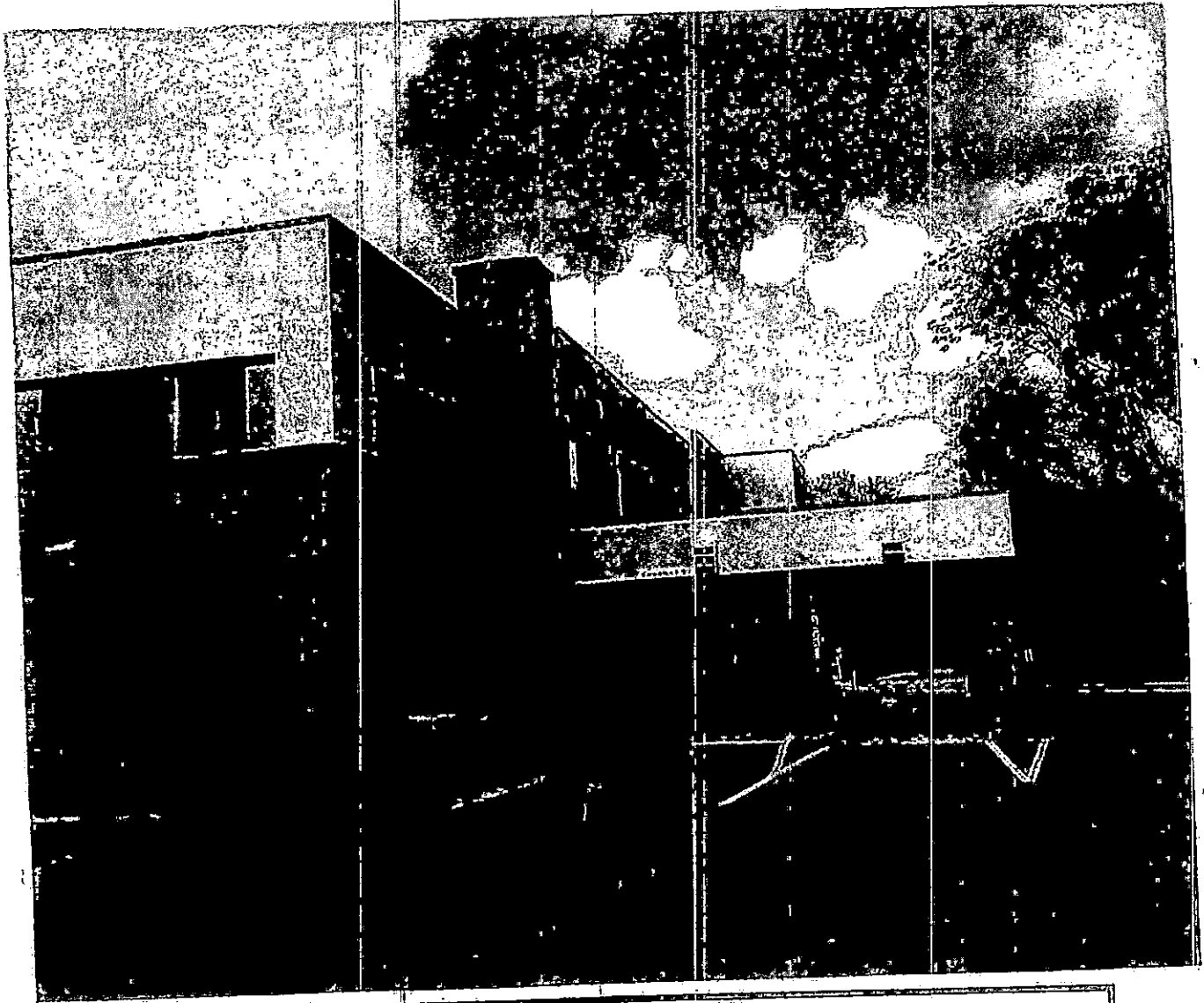




A VIEW OF THE "PROPOSED" DISPENSARY FROM THE
SOUTHWEST ENTRY DRIVE



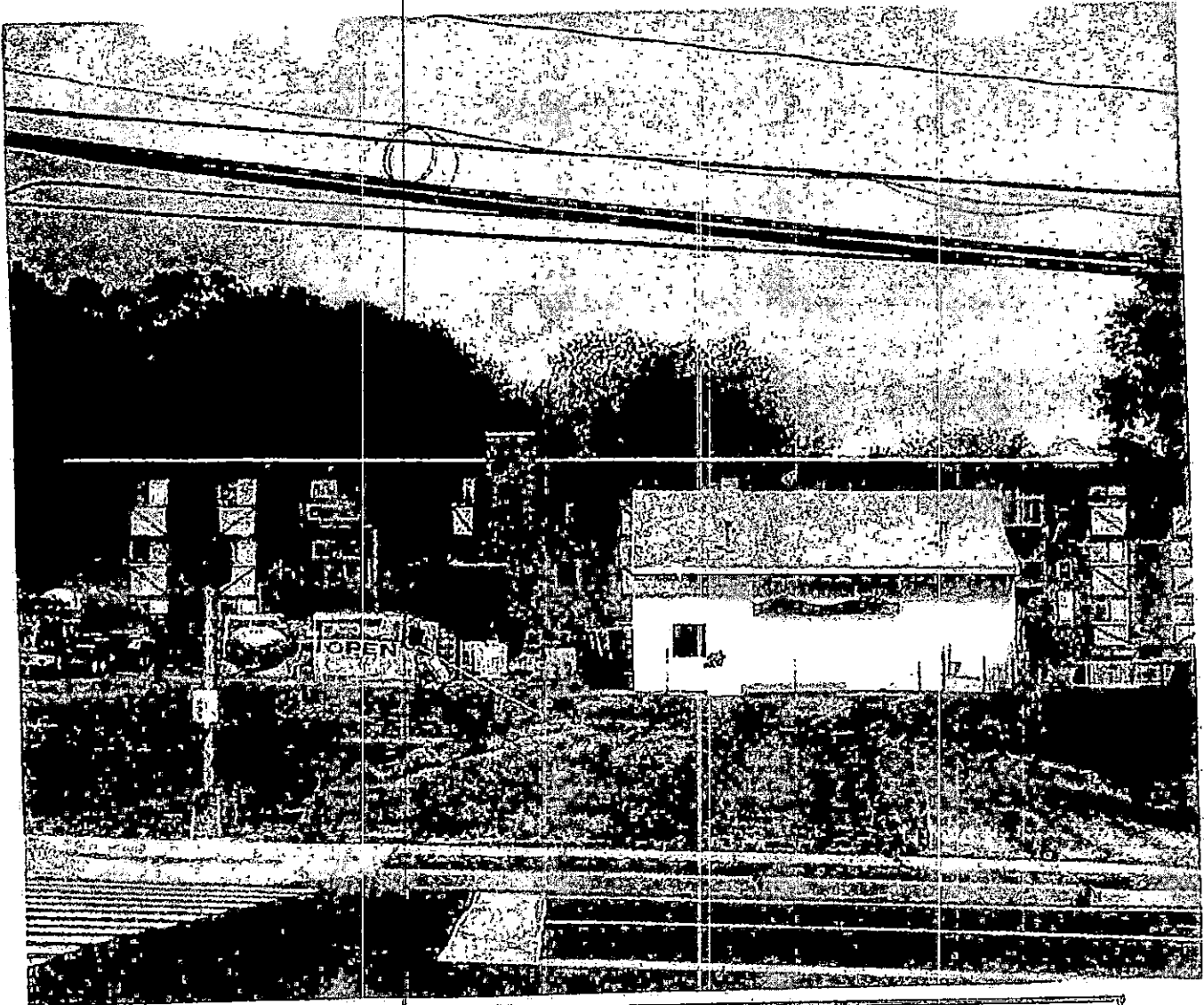
A VIEW OF THE "PROPOSED" DISPENSARY FROM THE
CORNER OF RESEARCH PARKWAYS AND EAST MAIN
STREET



A VIEW OF THE "PROPOSED" DISPENSARY REAR
LOADING AREA



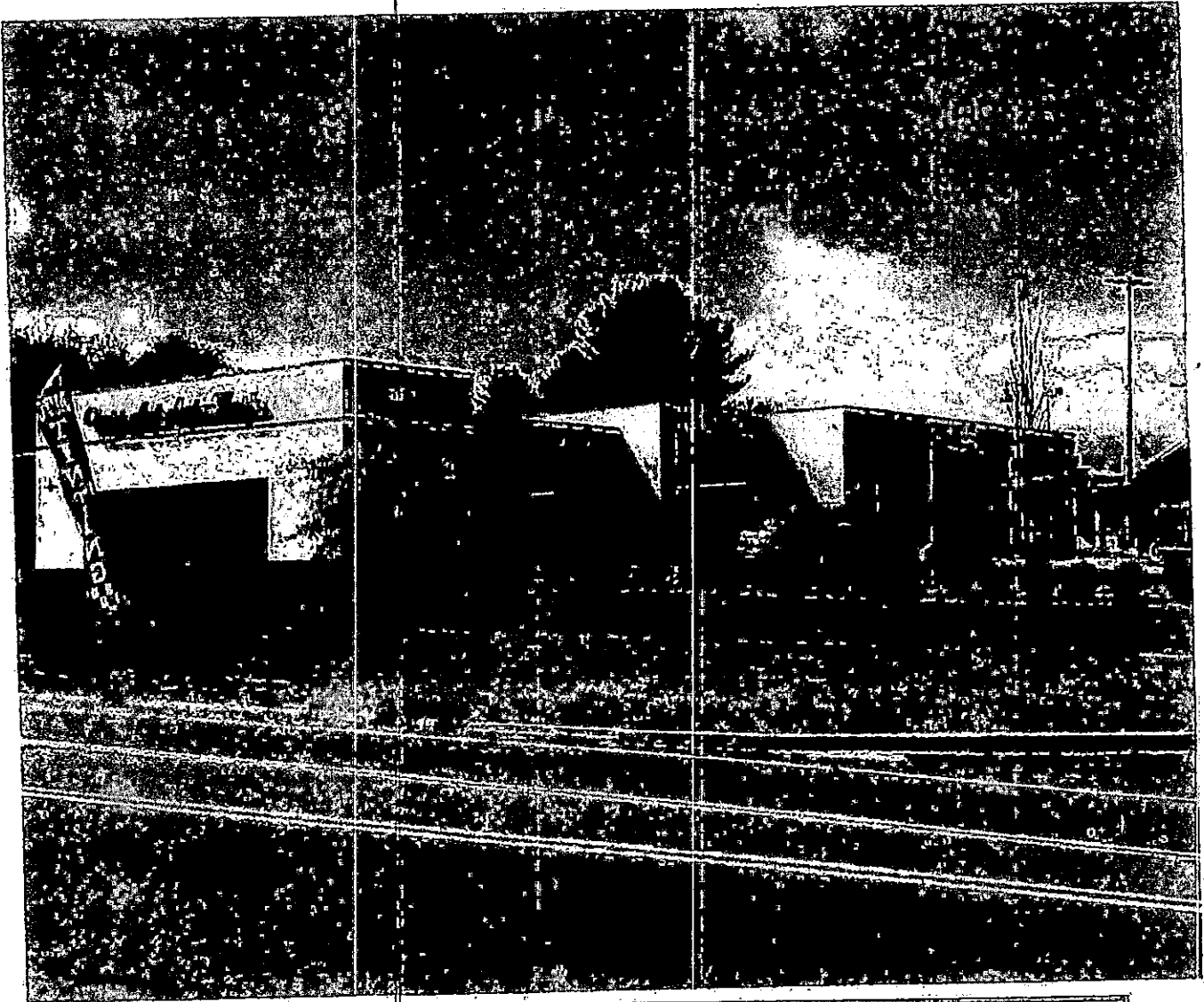
EXISTING BUILDING ON THE ABUTTING PARCEL TO
THE EAST



EXISTING BUILDING ON THE PARCEL ACROSS EAST MAIN STREET TO THE NORTH OF THE "PROPOSED" DISPENSARY



A VIEW FROM THE "PROPOSED" DISPENSARY ACROSS
THE INTERSECTION OF RESEARCH PARKWAY AND
EAST MAIN STREET



A VIEW FROM THE "PROPOSED" DISPENSARY ACROSS
RESEARCH PARKWAY TO THE SITE ON THE WEST

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
 Section B, Subsection 6, Site Plan

SYMBOL LEGEND

NOTATIONS

- ENTRY DOOR LOCK
- ENTRY LOCK WITH KEYPAD
- INTERLOCKED ENTRY PAD

SECURITY

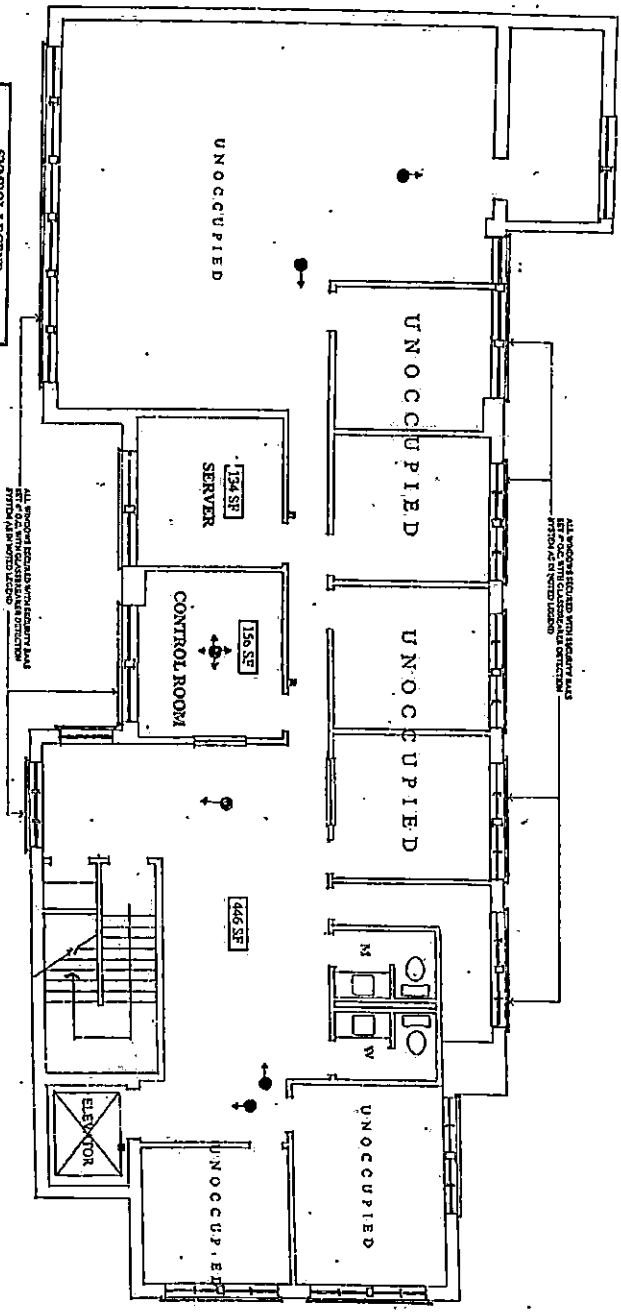
- DIRECTIONAL CAMERA
- VIDEO LENS WITH IR
- 250 PERSPECTIVE DOME WITH VIDEO LENS (INTERIOR USE)
- IR PERSPECTIVE DOME WITH VIDEO LENS (EXTERIOR USE)

ACCESSORIES

- ULTRAVIOLET FLOOD LIGHT

REVISIONS

REPORT 1 BY DATE
 CHANGES AND REVISIONS
 DATE



ALL ROOMS TO BE LOCKED WITH SECURITY PASS. ALL ROOMS TO BE LOCKED WITH CLASSIFICATION ORIENTATION. ALL ROOMS TO BE LOCKED WITH SECURITY PASS.

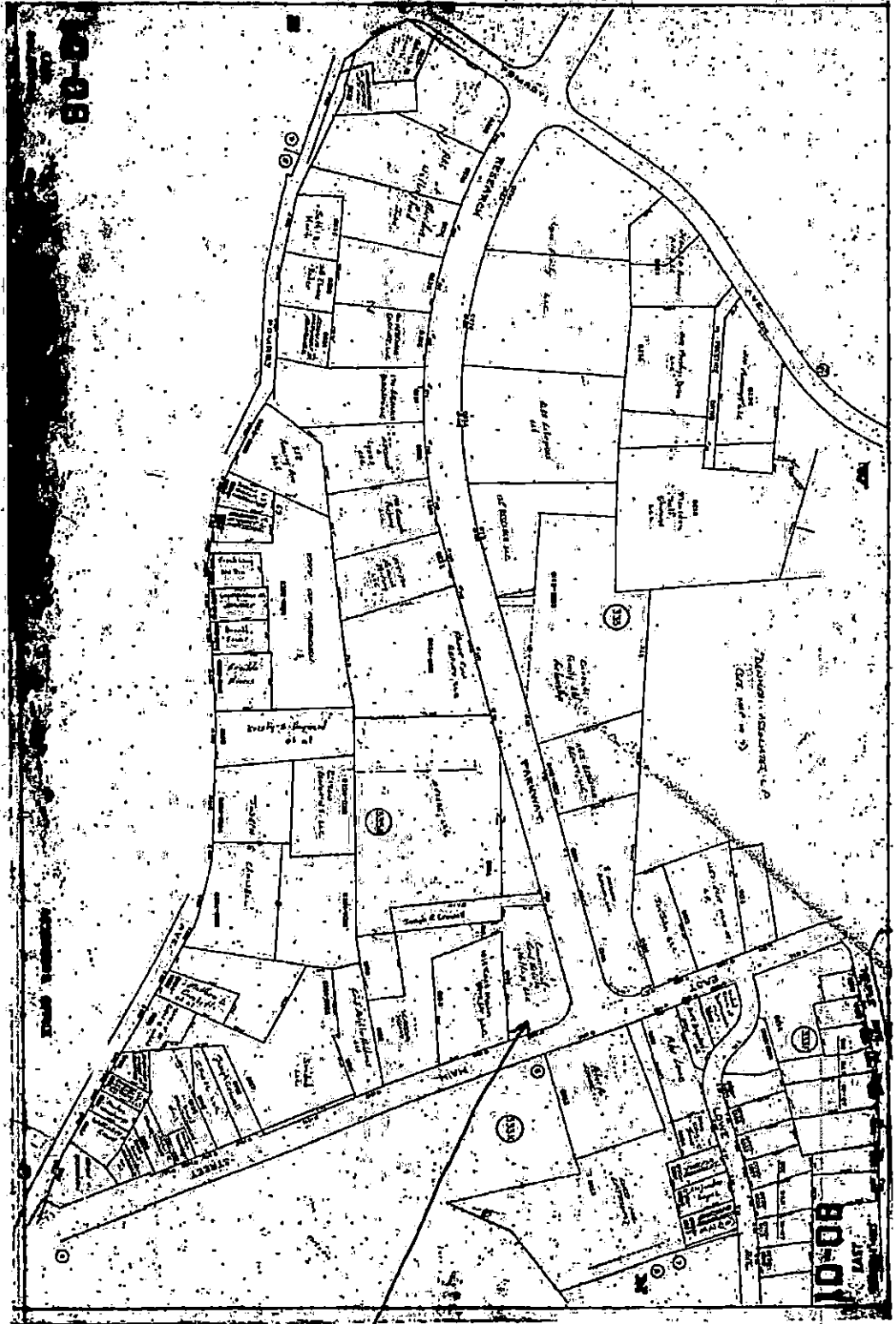
1
 A-4
 3004 SQUARE FEET
 SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"

REVISIONS

DATE	ISSUED FOR SECURITY REVIEW
AUGUST 20, 2015	ISSUED FOR SECURITY REVIEW
SEPTEMBER 14, 2015	ISSUED FOR SUBMISSION

DATE	12/15/15	PROJECT	1295 E. MAIN STREET PROPOSED DISPENSARY MERIDEN, CONNECTICUT
SCALE	1/8" = 1'-0"	ARCHITECT	Craig A. Laliberte ARCHITECT 2000 WASHINGTON STREET MIDDLETOWN, CONNECTICUT 06457 (860) 787-1000
DATE		PROJECT	3004 SQUARE FEET SECOND FLOOR PLAN
SCALE		PROJECT	
DATE		PROJECT	
DATE		PROJECT	

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 6, Adjoining Properties



1295 East Main Street

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 7, Nonprofit Map

Hancock Wellness Center will be located at 1295 East Main Street, Meriden.

The applicant has toured the area, and run a variety of internet searches to determine if there are any places used for religious worship, public or private school, convent, charitable institution, hospital or veteran's home, camp or military establishment within 1000 feet of 1295 East Main Street.

The applicant has found no such entities within the 1000 feet area.

Department of Consumer Protection - Dispensary Facility RFA, September 2015
Section B, Subsection 7, Nonprofit Map



Department of Consumer Protection - Dispensary Facility RFA, September 2015
Section B, Subsection 7, Nonprofit Map



Map data ©2015 Google Imagery ©2015 Cnes/Spot Image/DigitalGlobe, U.S. Geological Survey, USDA Farm Report

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 8, Blueprint

Attached please find the requested blueprint.

- a. The location and square footage of the area which will constitute the dispensary department from which marijuana and marijuana products will be sold.

The dispensary department is labeled Dispensary Area on the print. It consists of a 160 square foot area and an adjacent 243 foot area.

- b. The square footage of the overall dispensary facility.

As indicated on the print, the total square footage for the entire building is 9,313 square feet.

The first floor, which has a total of 3225 square feet, is where the majority of the dispensary will be located; the basement level, which has a total of 3084 square feet, has bathrooms and an employee lounge; the second floor, which has a total of 3004 square feet, has a computer server room and the security control room as well as bathrooms.

HWC has rented the entire building, so any rooms not being used have been labeled "unoccupied".

Depending upon the need to expand the business, HWC may approach DCP in the future for permission to expand HWC into the unoccupied areas.

- c. The square footage and location of areas used as storerooms or stockrooms within the dispensary department;

On the first floor, labeled as "Storage Vault" is the former "Safe Deposit Vault" where the medical marijuana will be kept and stored.

- d. The size of the counter that will be used for selling marijuana and marijuana products within the dispensary department.

The counter is 8 feet long, with a 2 foot section that is wheelchair friendly.

- e. The location of the dispensary facility sink and refrigerator, if any;

See print.

- f. The location of all approved safes and approved vaults that will be used to store marijuana and marijuana products;

Former bank's "safe deposit box room" will be used. Labeled as Storage Vault on print.

- g. Toilet facilities are located in both the basement area and the second floor.

- h. The location of a break room and location of personal belonging lockers;

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 8, Blueprint

An employee lounge, of 336 square feet, is located on the basement level of the building.

i. The location and size of patient counseling areas, if any;

Two “consult rooms”, each 122 square feet in size, are indicated on the first floor of the building.

j. The locations where any other products or services, in addition to marijuana and marijuana products, will be offered, if any.

Anything having to do with patient counseling will occur in the 2 “consult rooms” located on the first floor.

Vaporizers will be kept in the dispensary area and sold to patients from there.

k. The location of all areas that may contain marijuana and marijuana products showing the location of walls, partitions, counters and all areas of ingress and egress.

Marijuana and marijuana products will only be located in

the Dispensary Area, which consists of a 160 square foot area, and an adjacent 243 square foot area.

the storage vault, which is 780 square feet in size.

The location of walls, partitions, counters, and areas of ingress\egress are shown on the print.

Department of Consumer Protection – Dispensary Facility RFA – September 2015
Section B, Subsection 8, Blueprints / Drawings

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Department of Consumer Protection – Dispensary Facility RFA – September 2015
Section B, Subsection 8, Blueprints / Drawings

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 8, Blueprints / Architect's Technical Specifications Sheets

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 8, Blueprints / Architect's Technical Specifications Sheets

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Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 1, Non-marijuana products

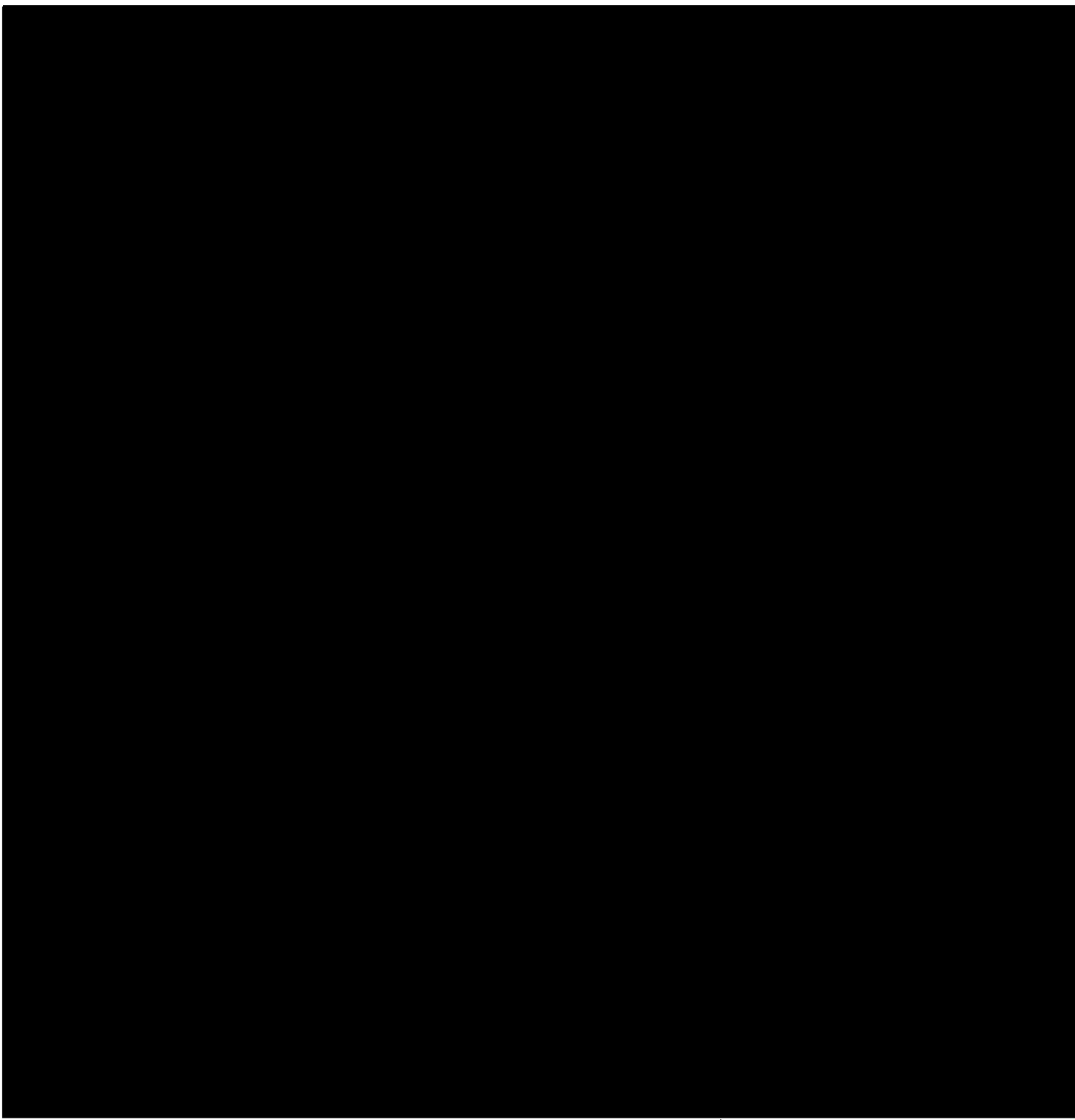
Hancock Wellness Center plans on selling medical marijuana as well as vaporizer apparatus systems to ensure our patients have access to the healthiest means to take their medication. Besides the medical marijuana itself and a vaporizer product, we do not plan to sell any other marijuana-related products.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 2, Services

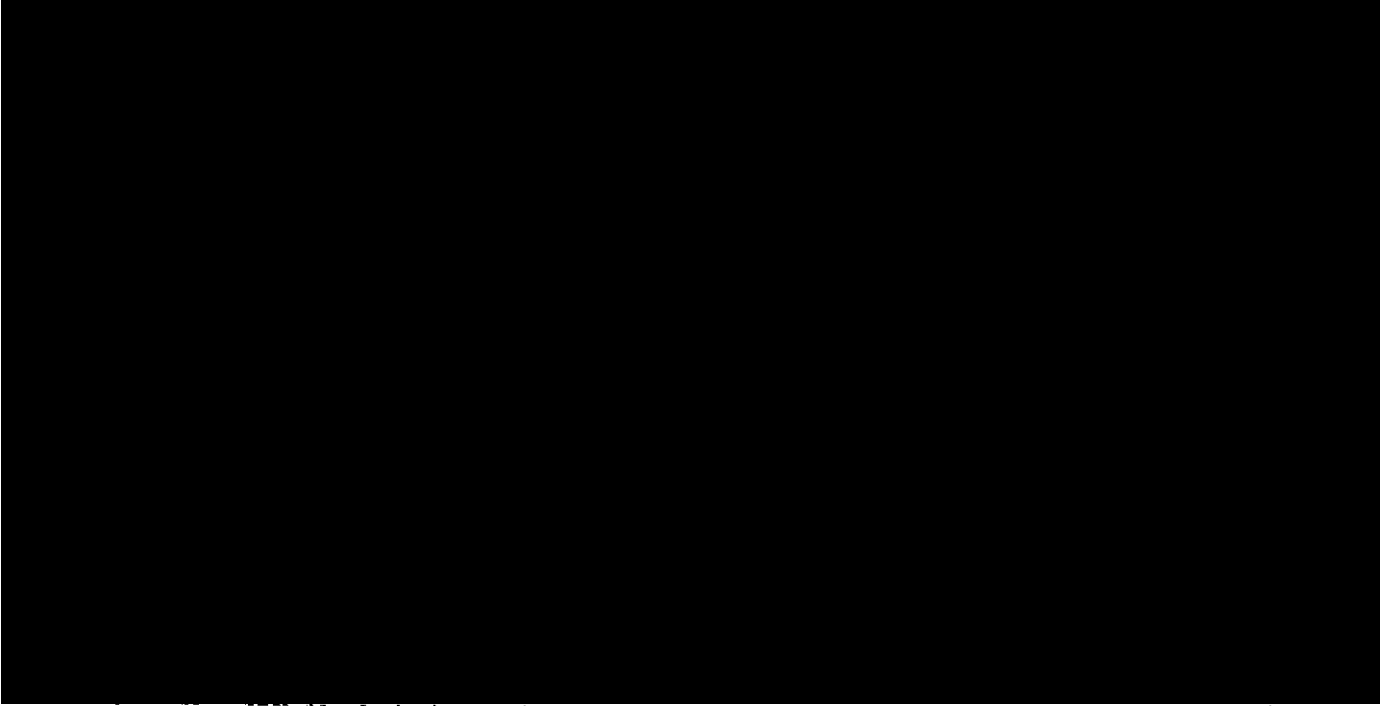
Hancock Wellness Center plans on offering several services for the convenience and safety of our patients. These services will include:

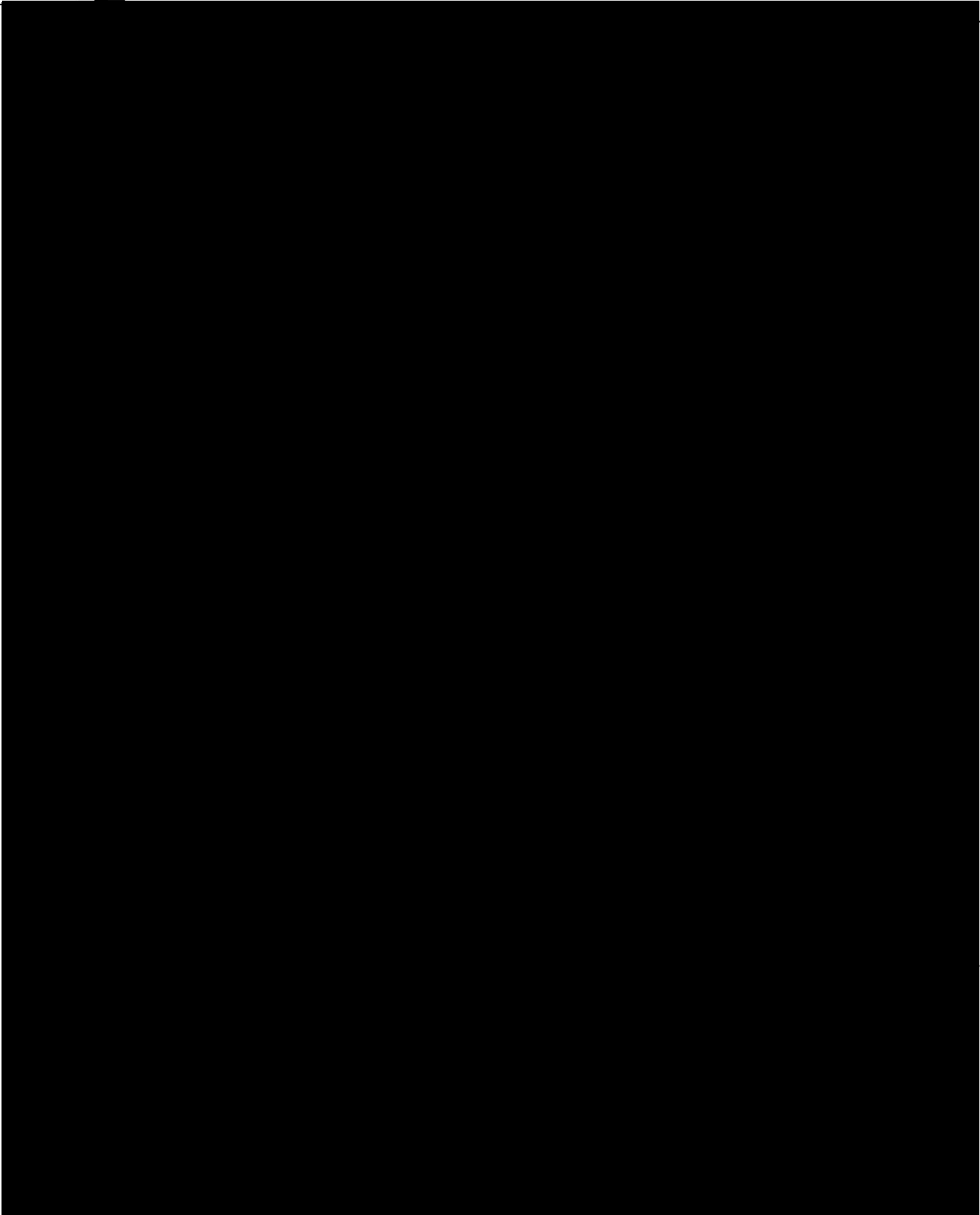
- a personal one-on-one consultation with our onsite pharmacist,
- a personalized treatment plan which includes best products and means for the patient to take their prescriptions,
- educational programs to make the patients aware of their risk and proper storing of the marijuana product,
- a monthly cooking class (offsite) for patients who cannot inhale their prescription,
- a 10% discount to Veterans,
- a 5% discount to senior citizens,
- an onsite ATM for the convenience and safety of our patients.

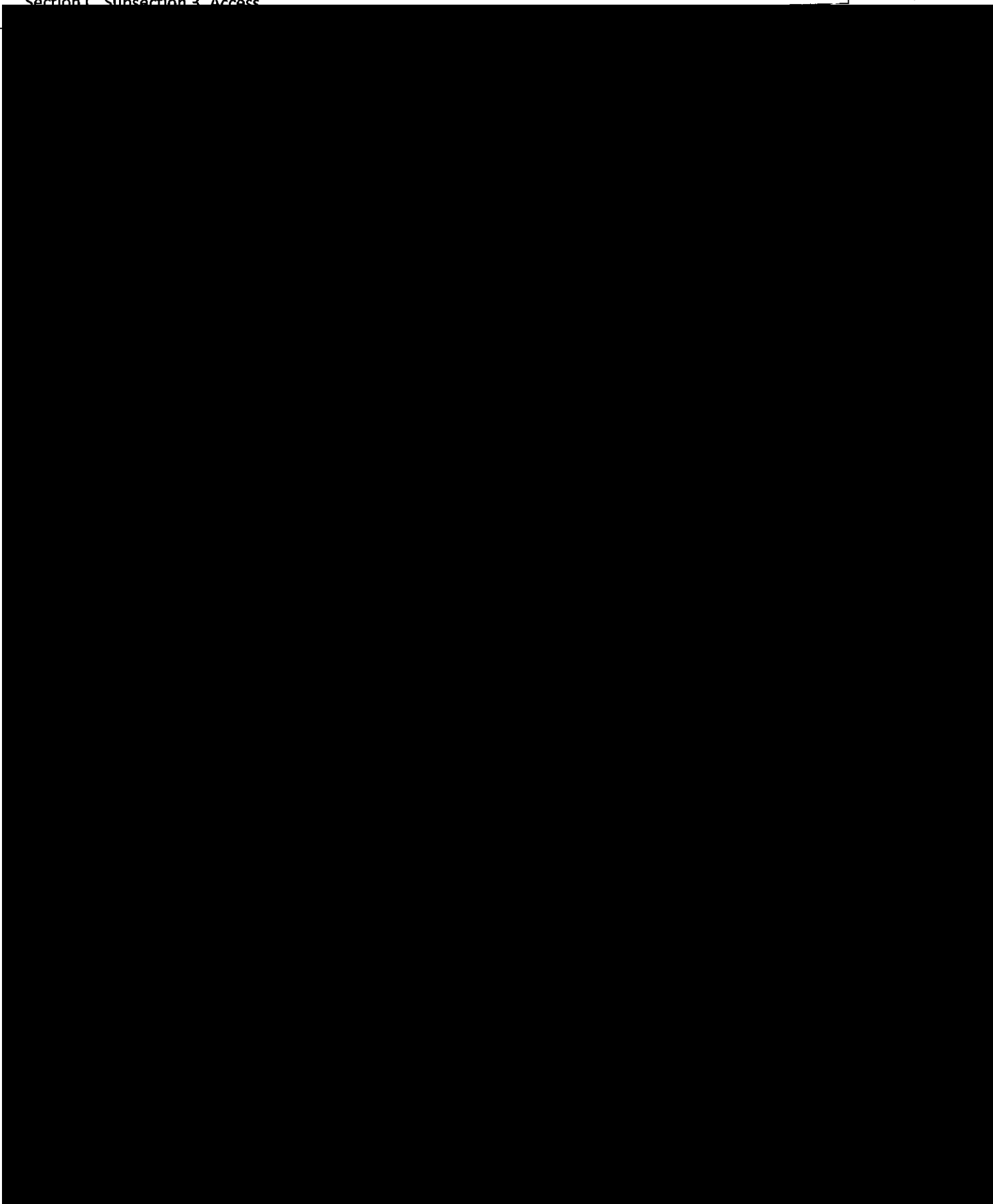
Security Systems Specifications and Operation

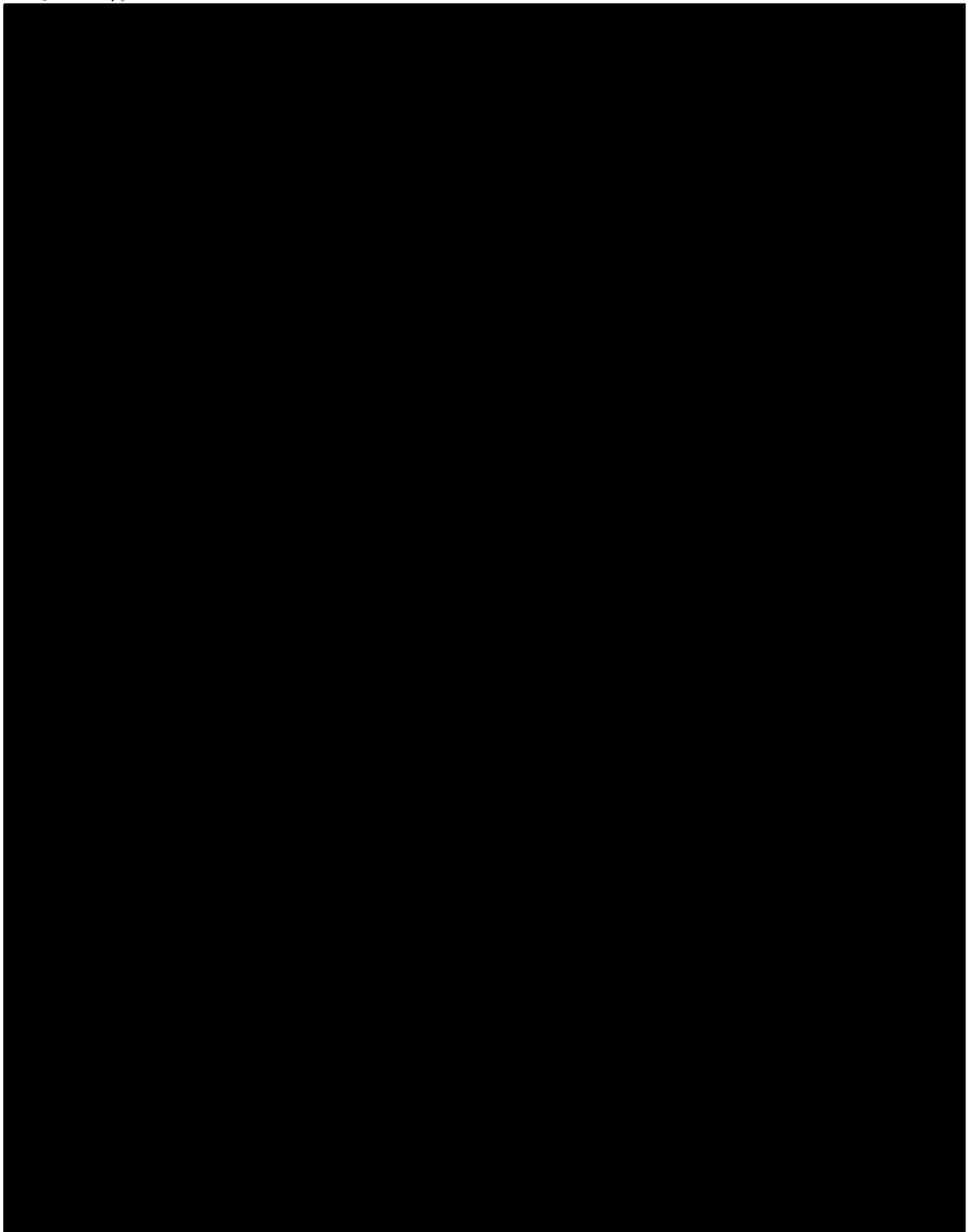


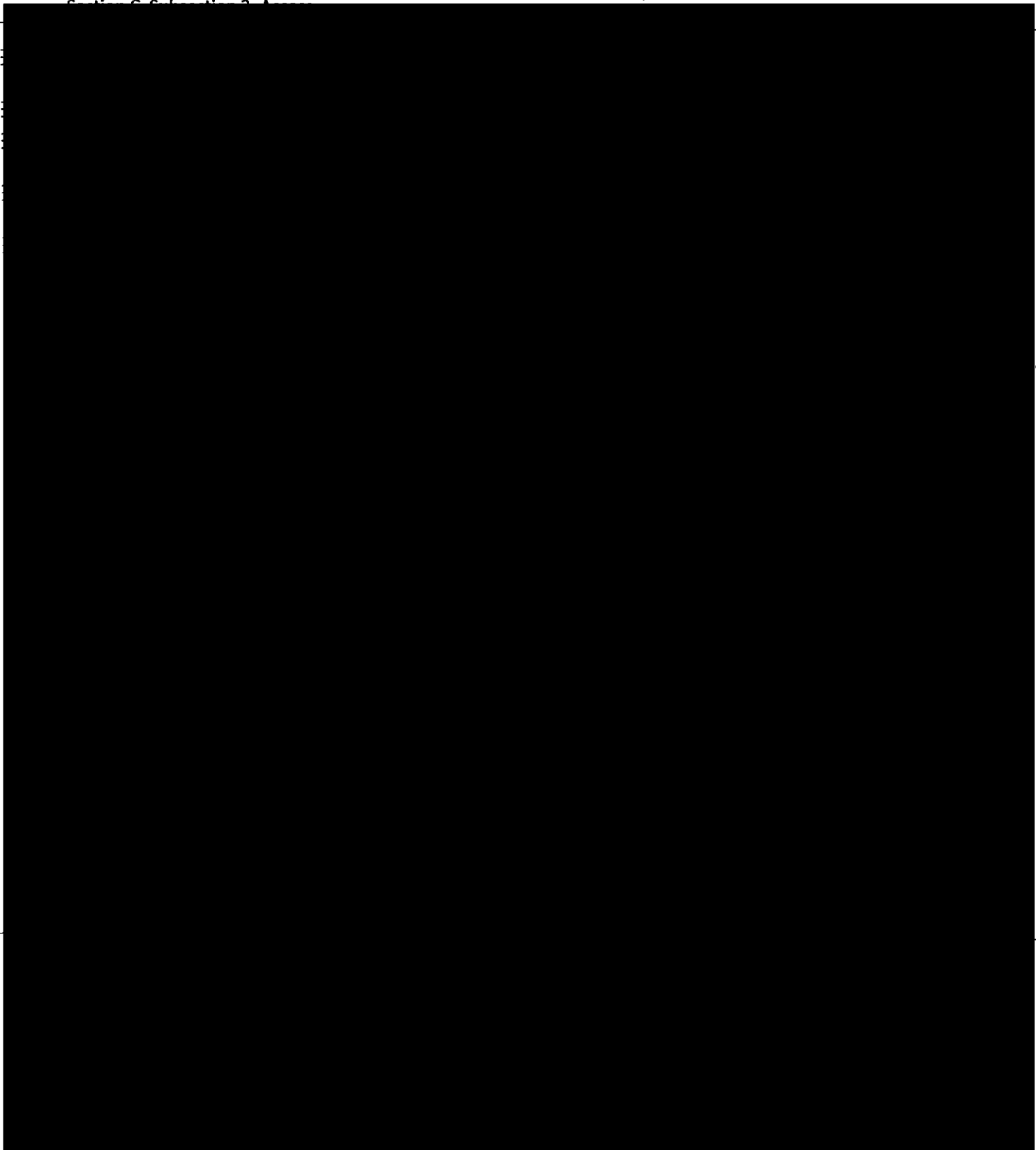
Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 3, Access





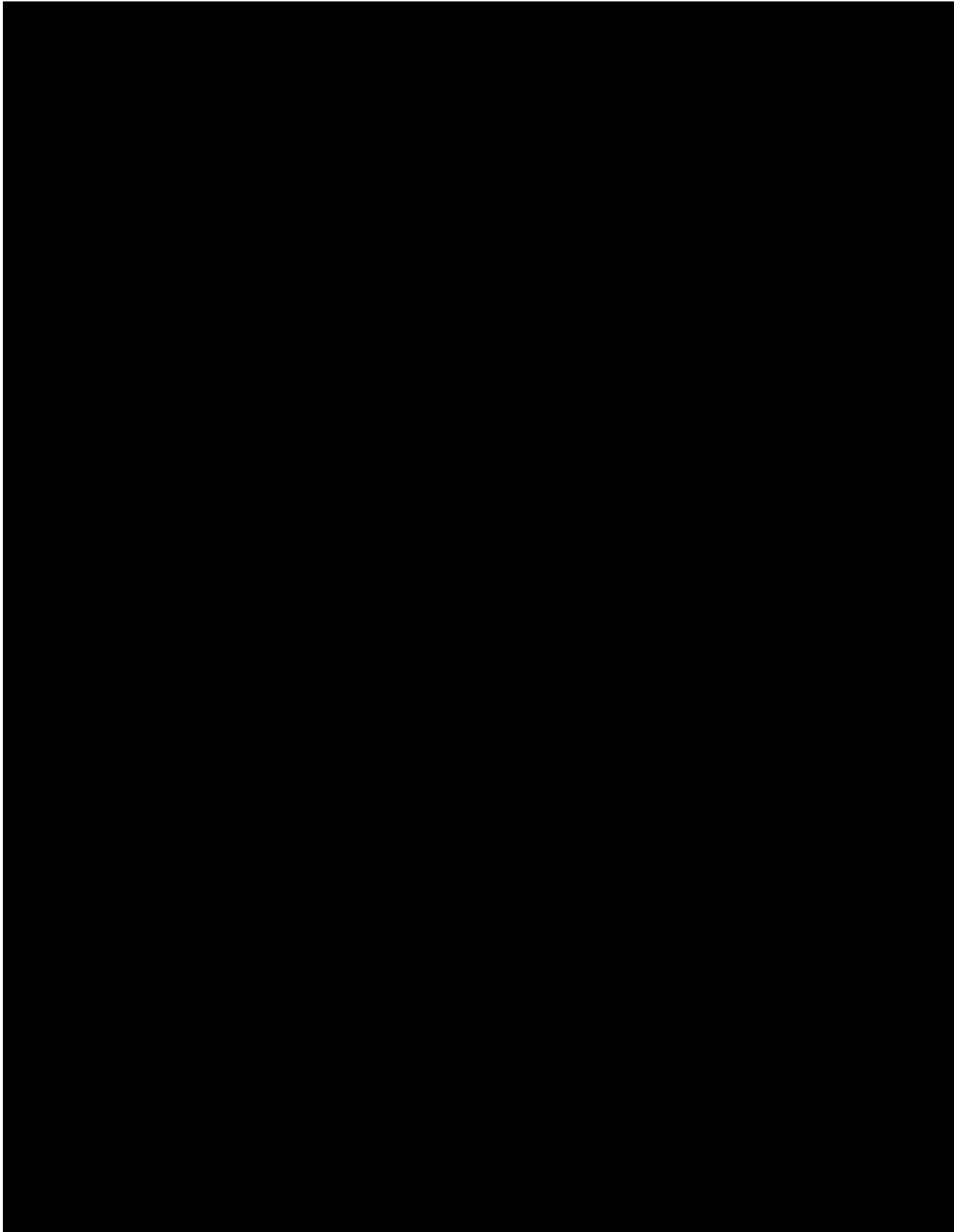


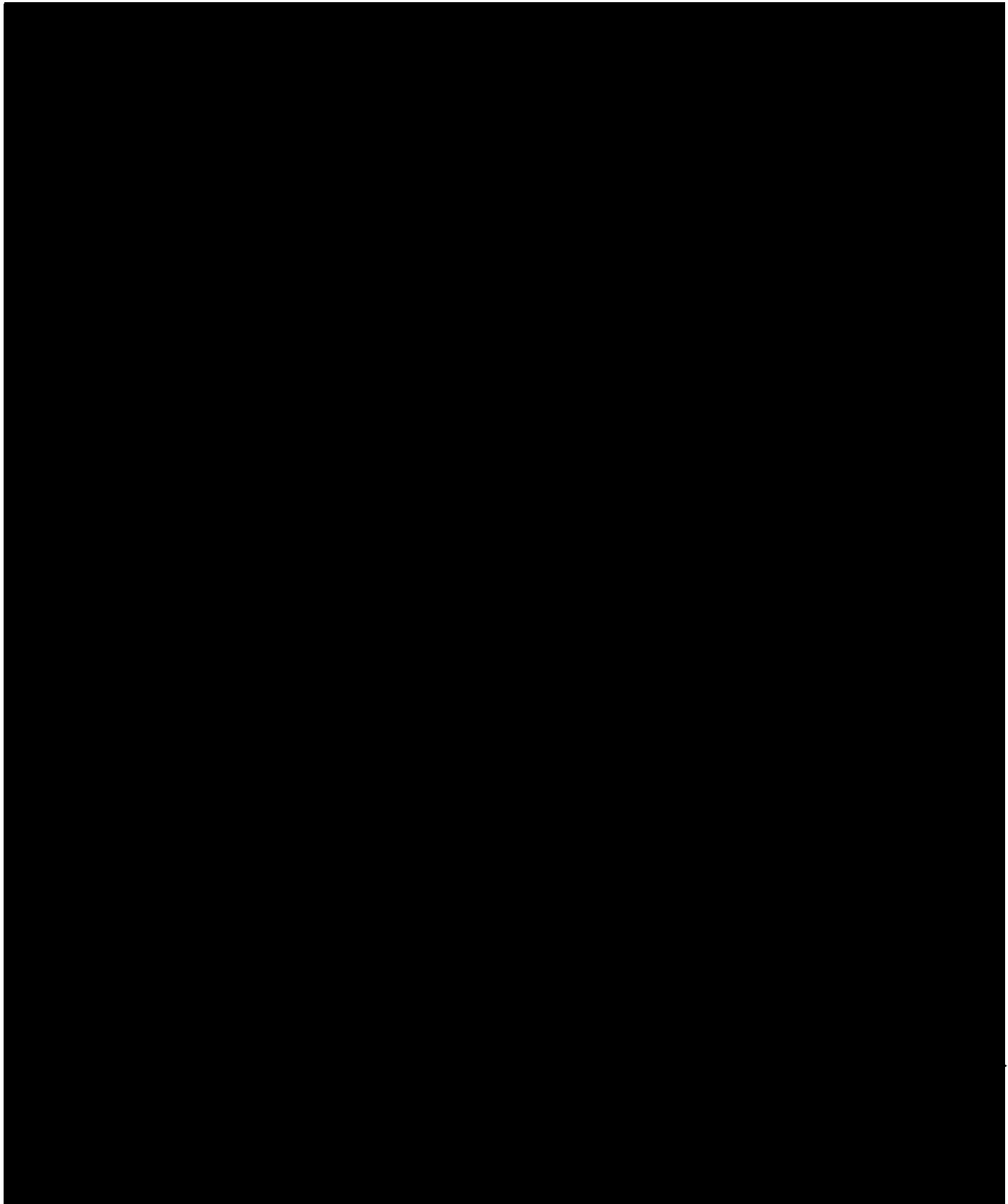


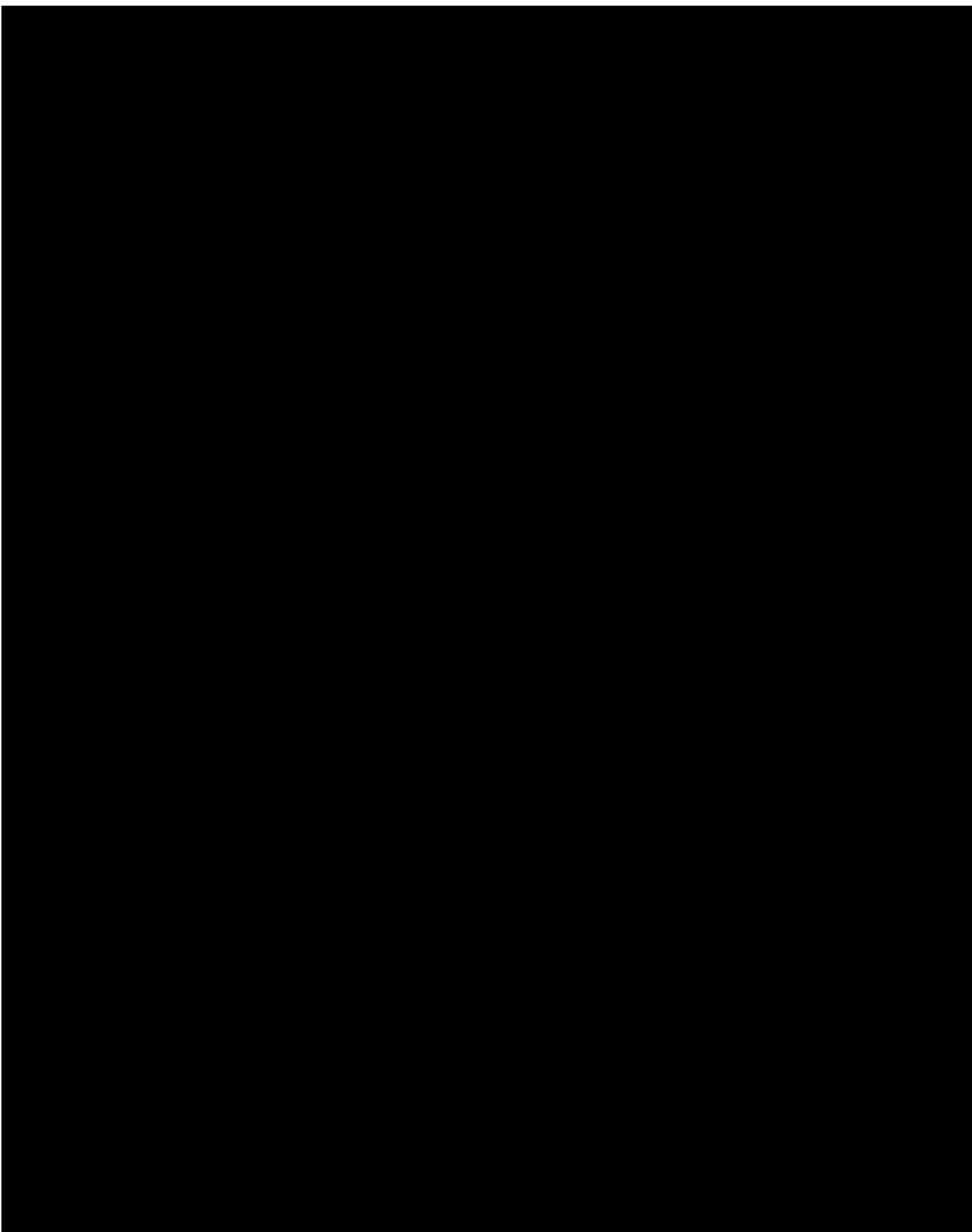


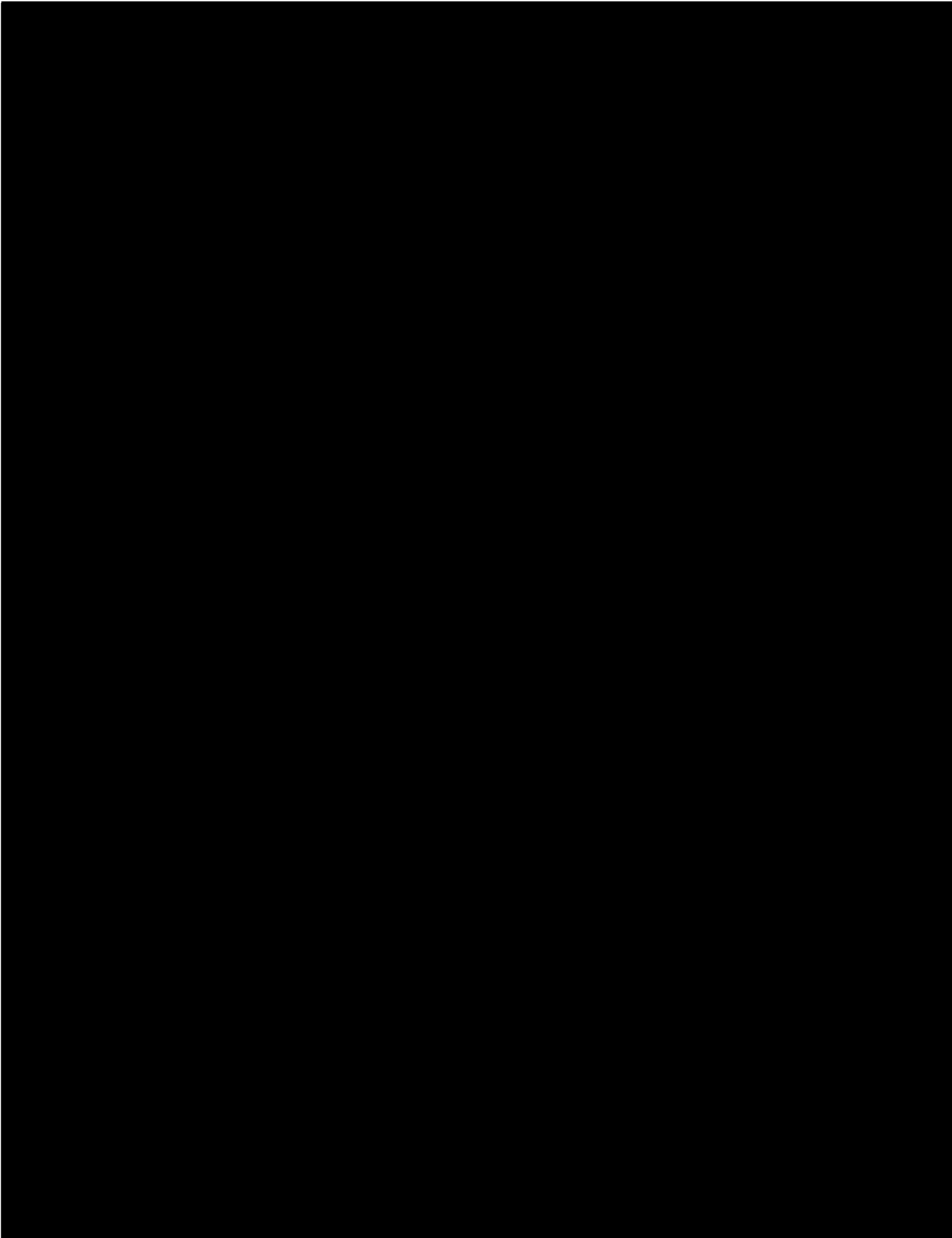
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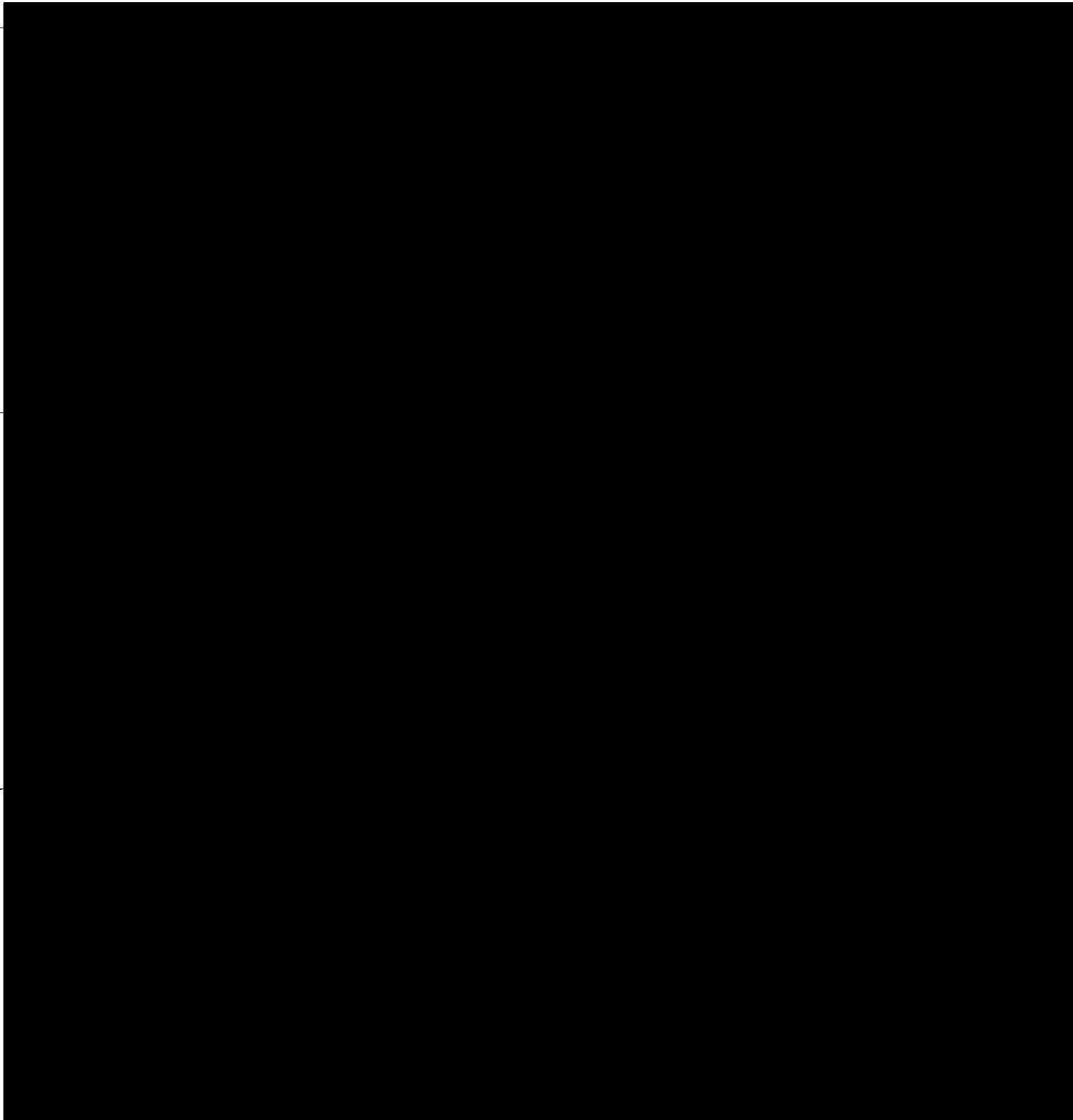
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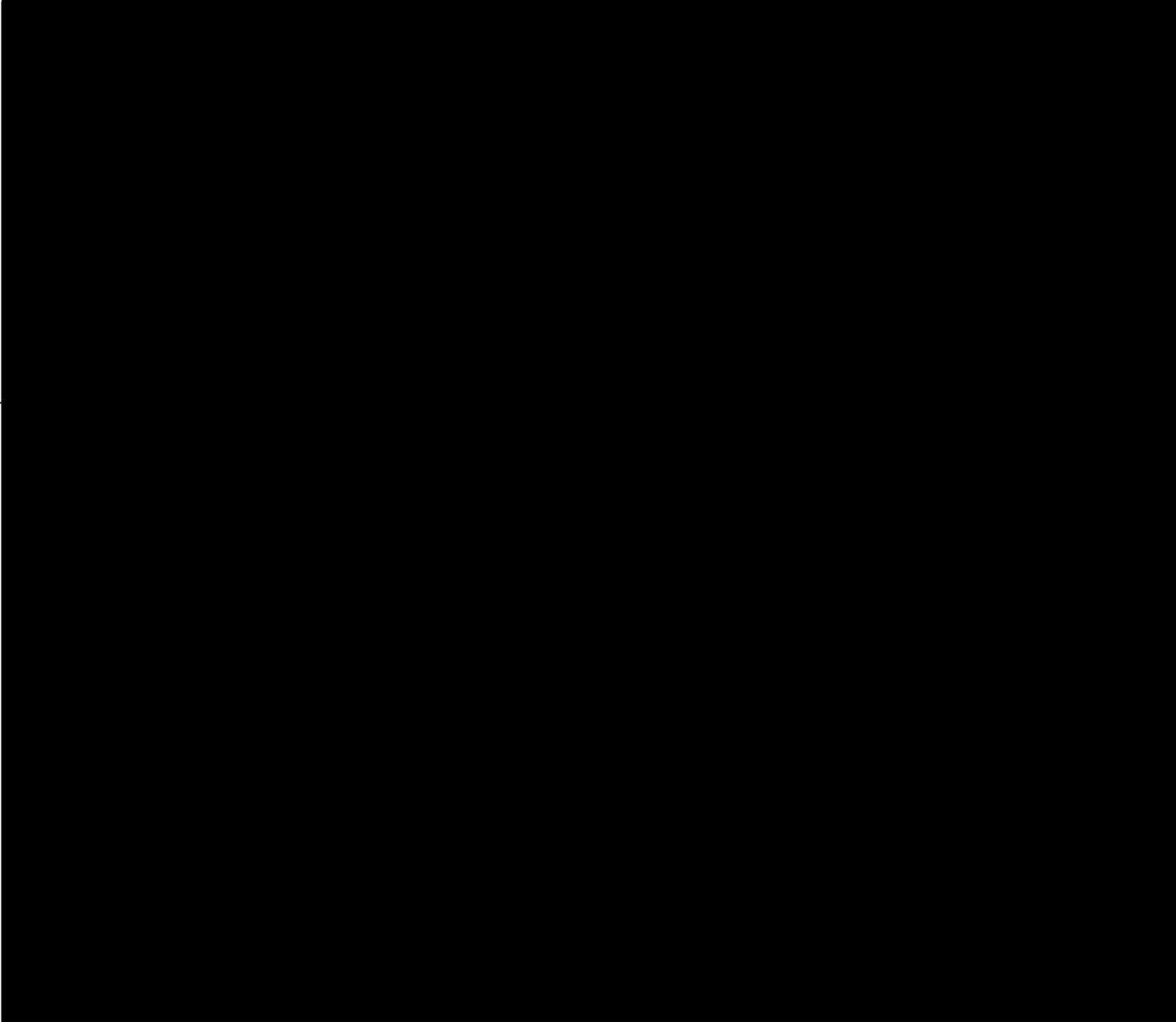


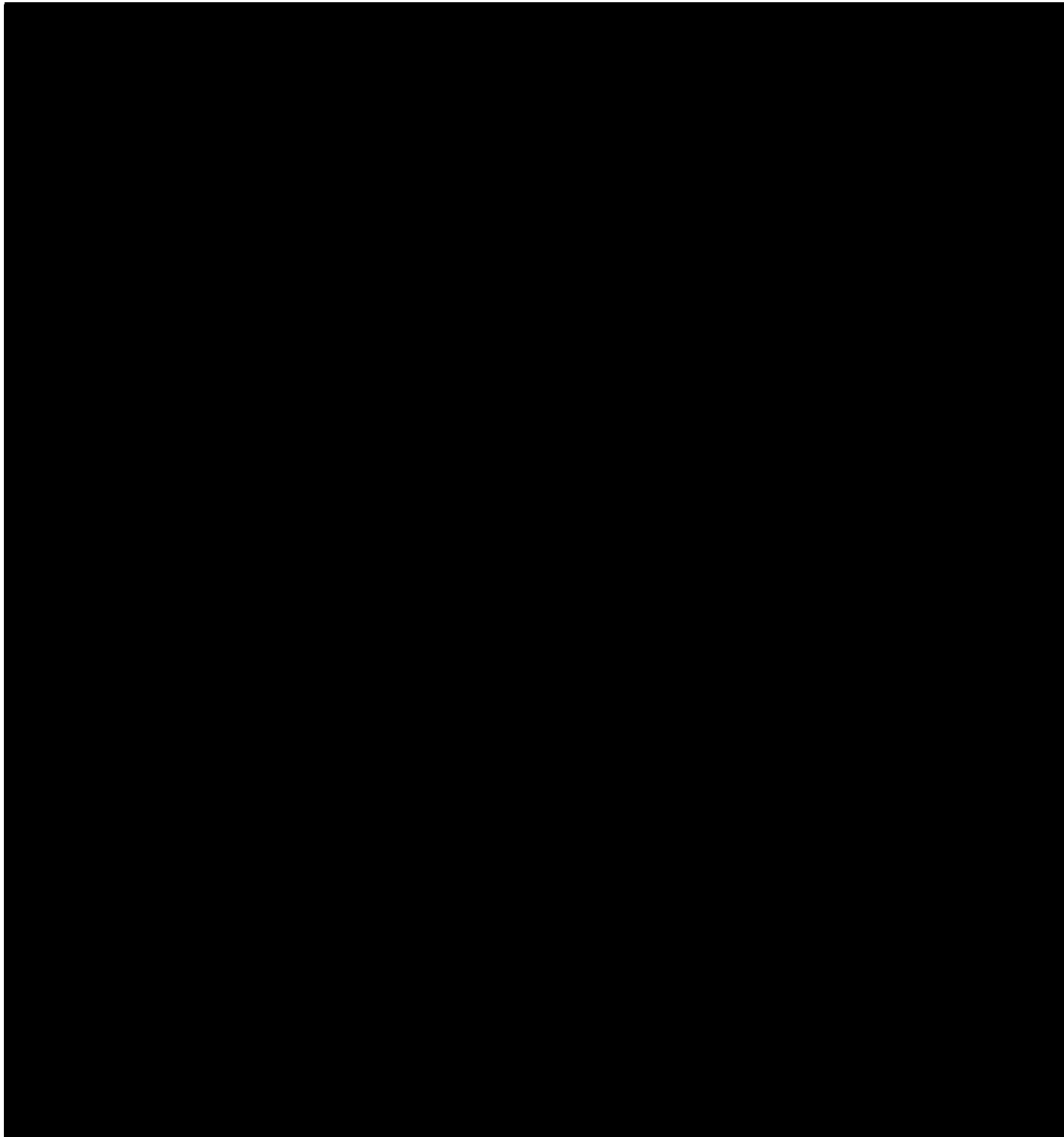


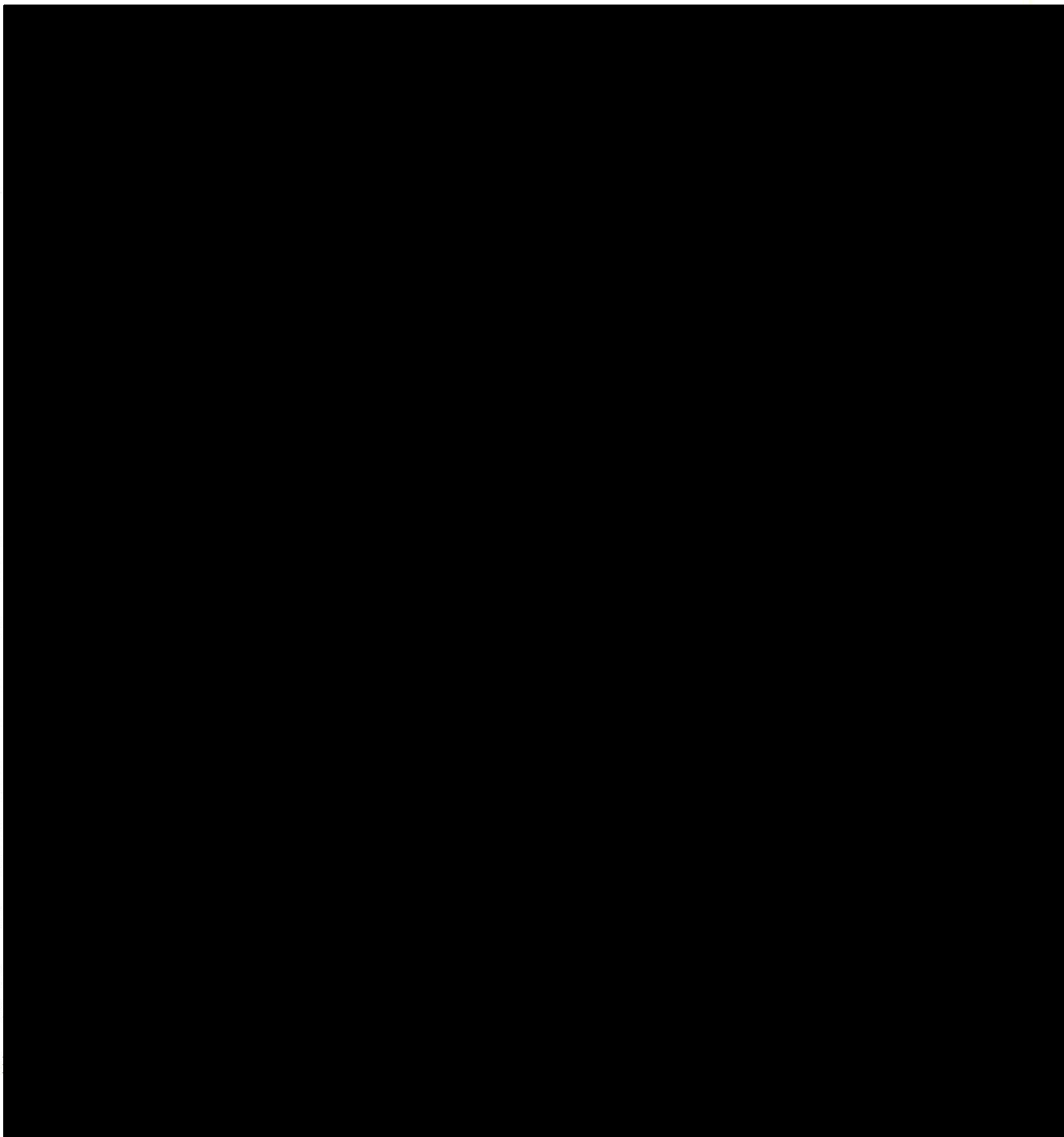


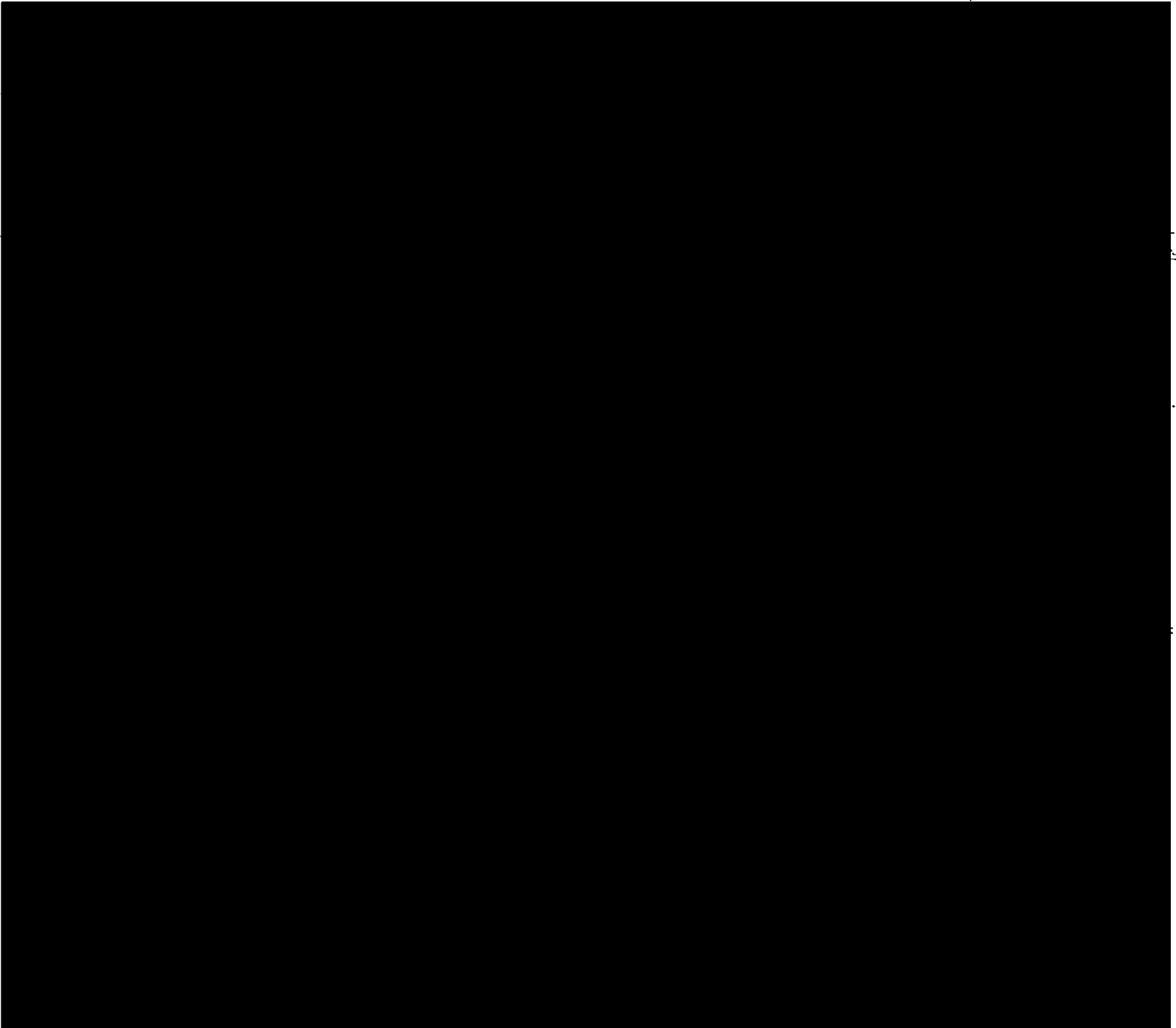


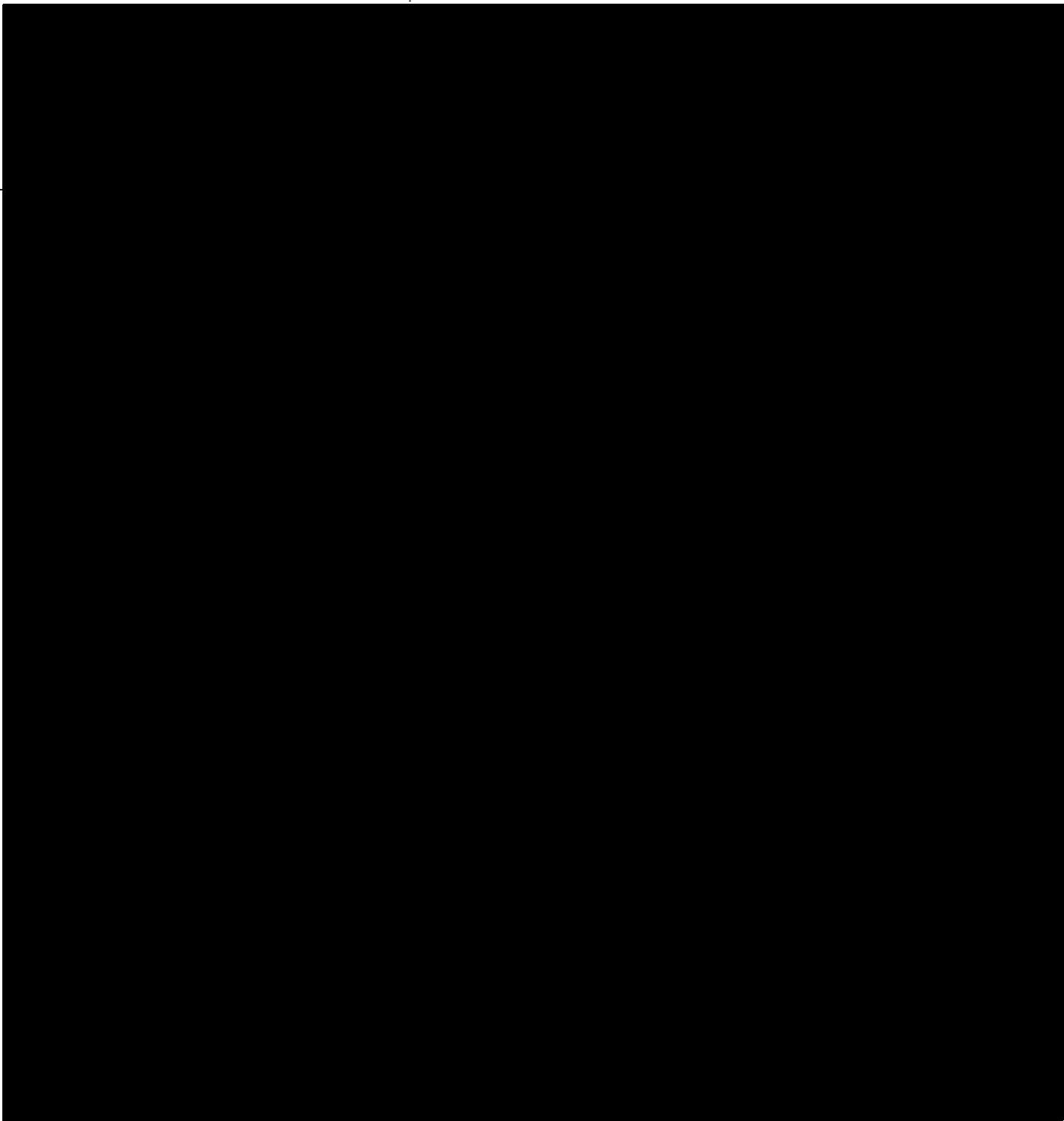


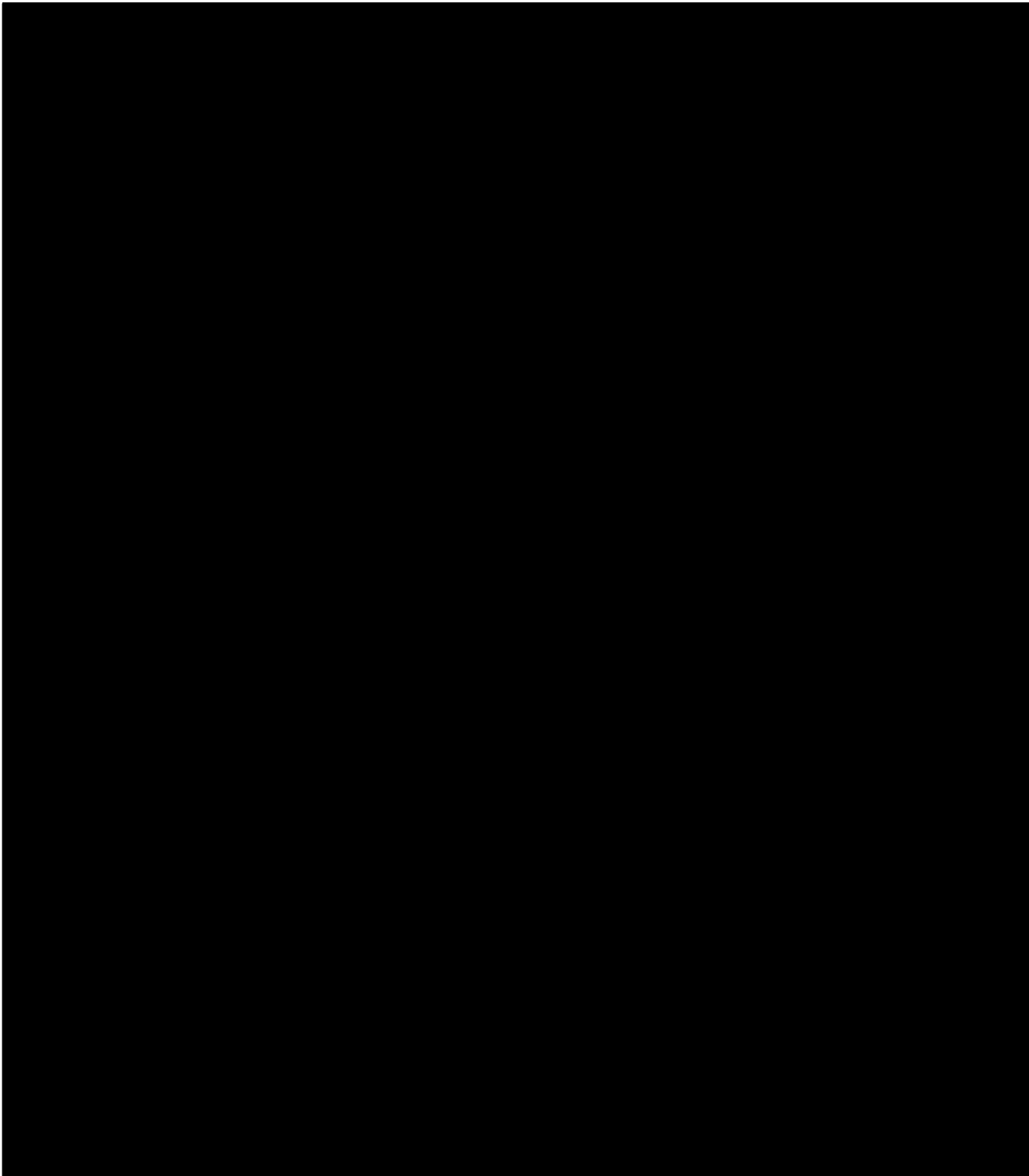


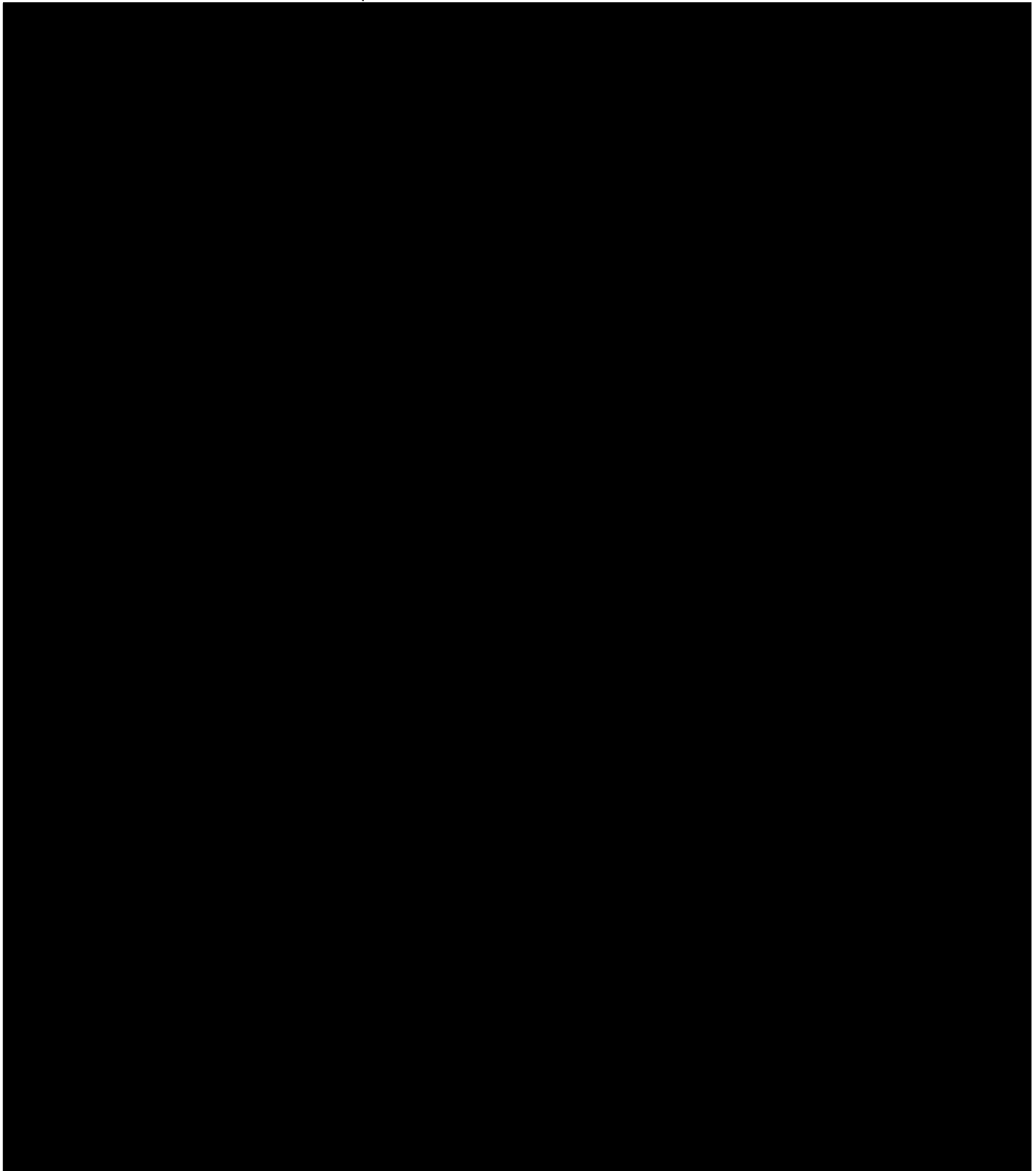


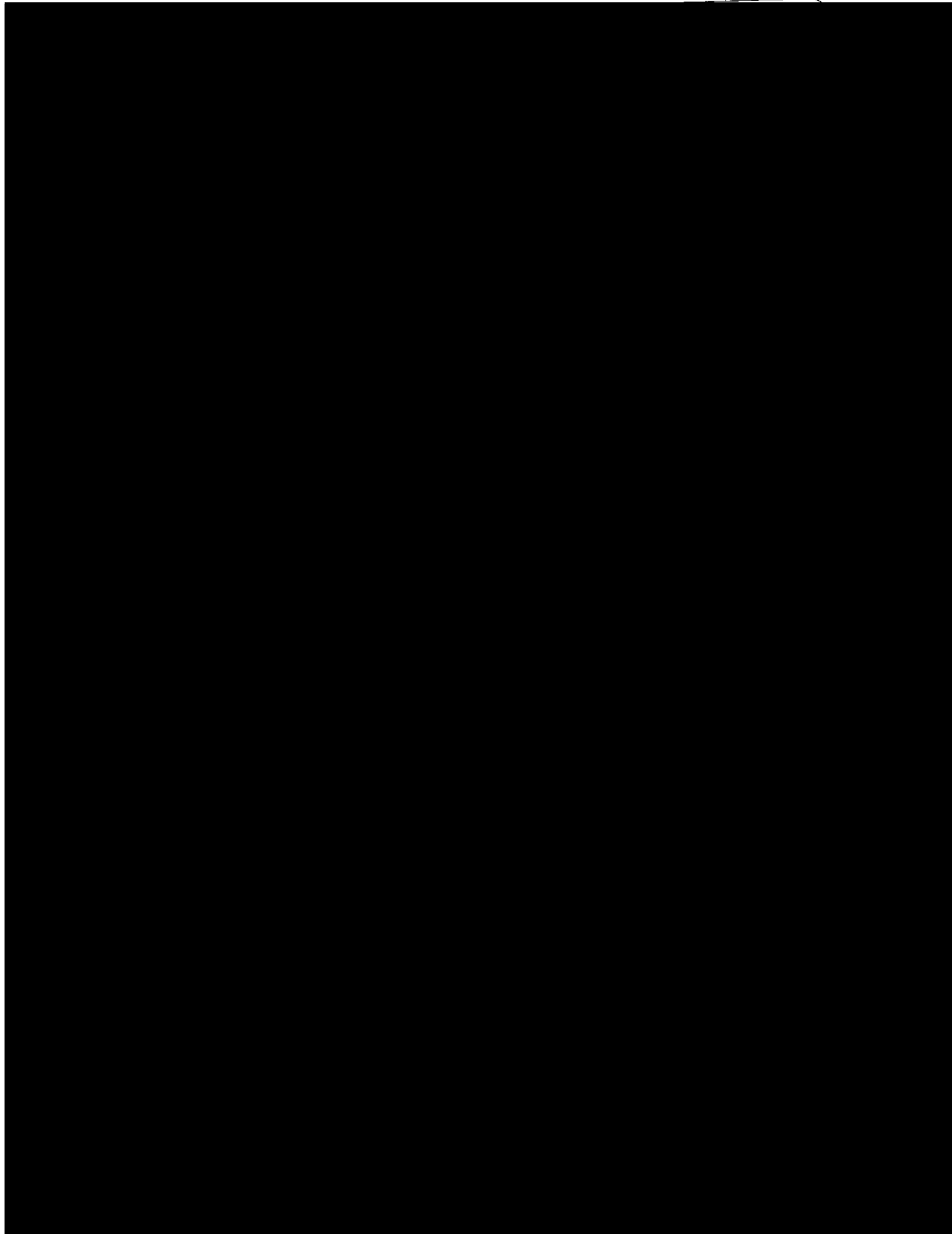


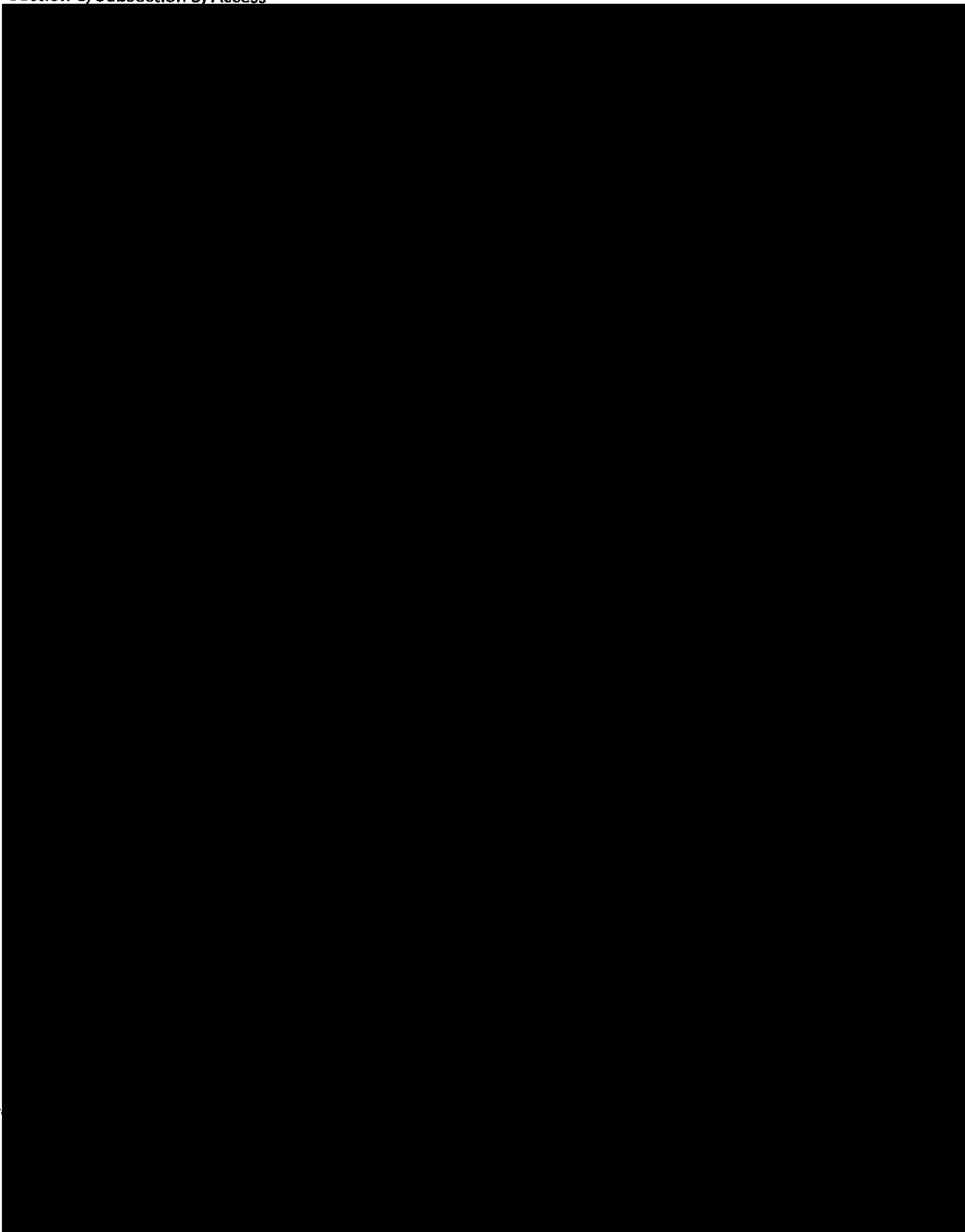


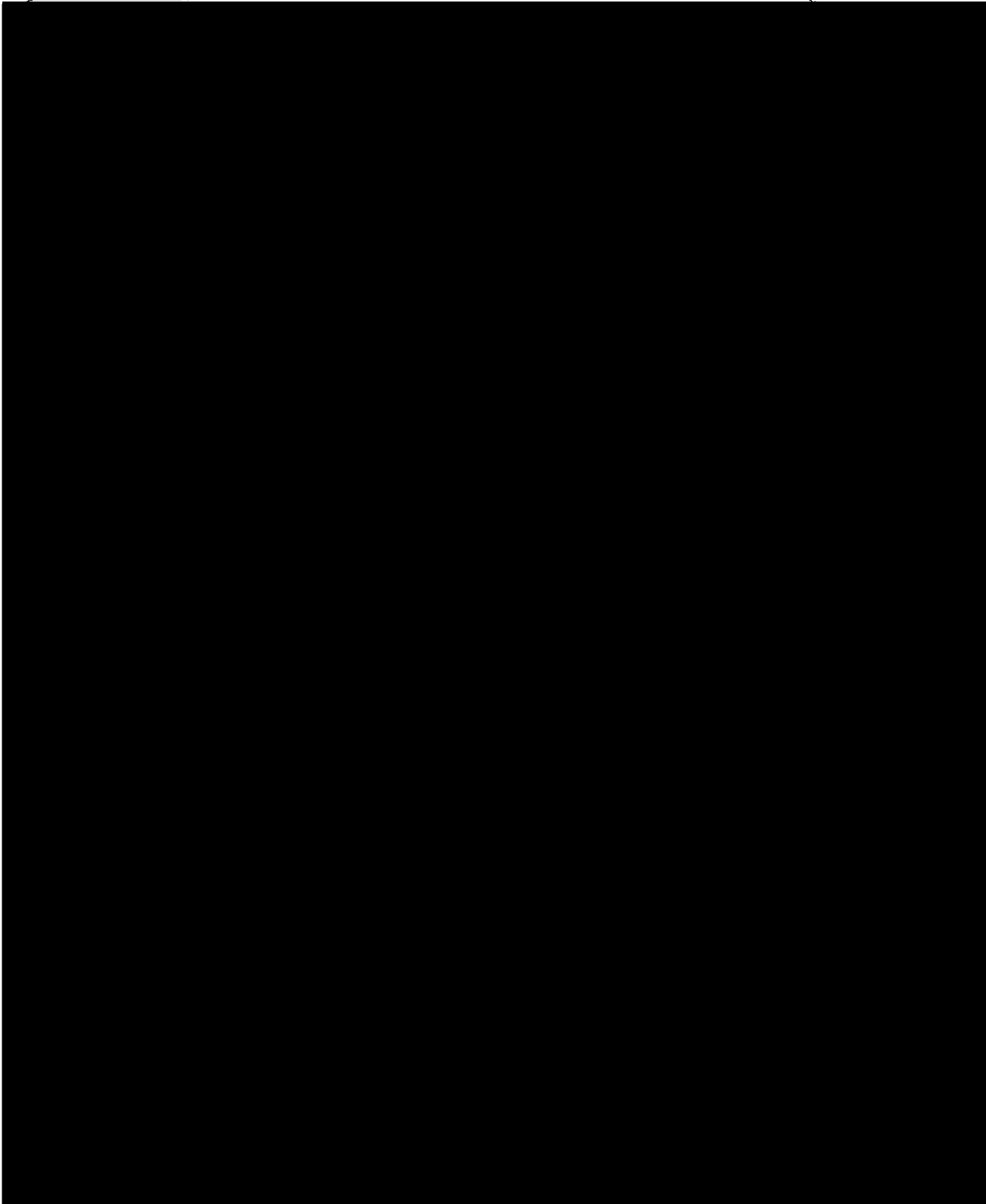


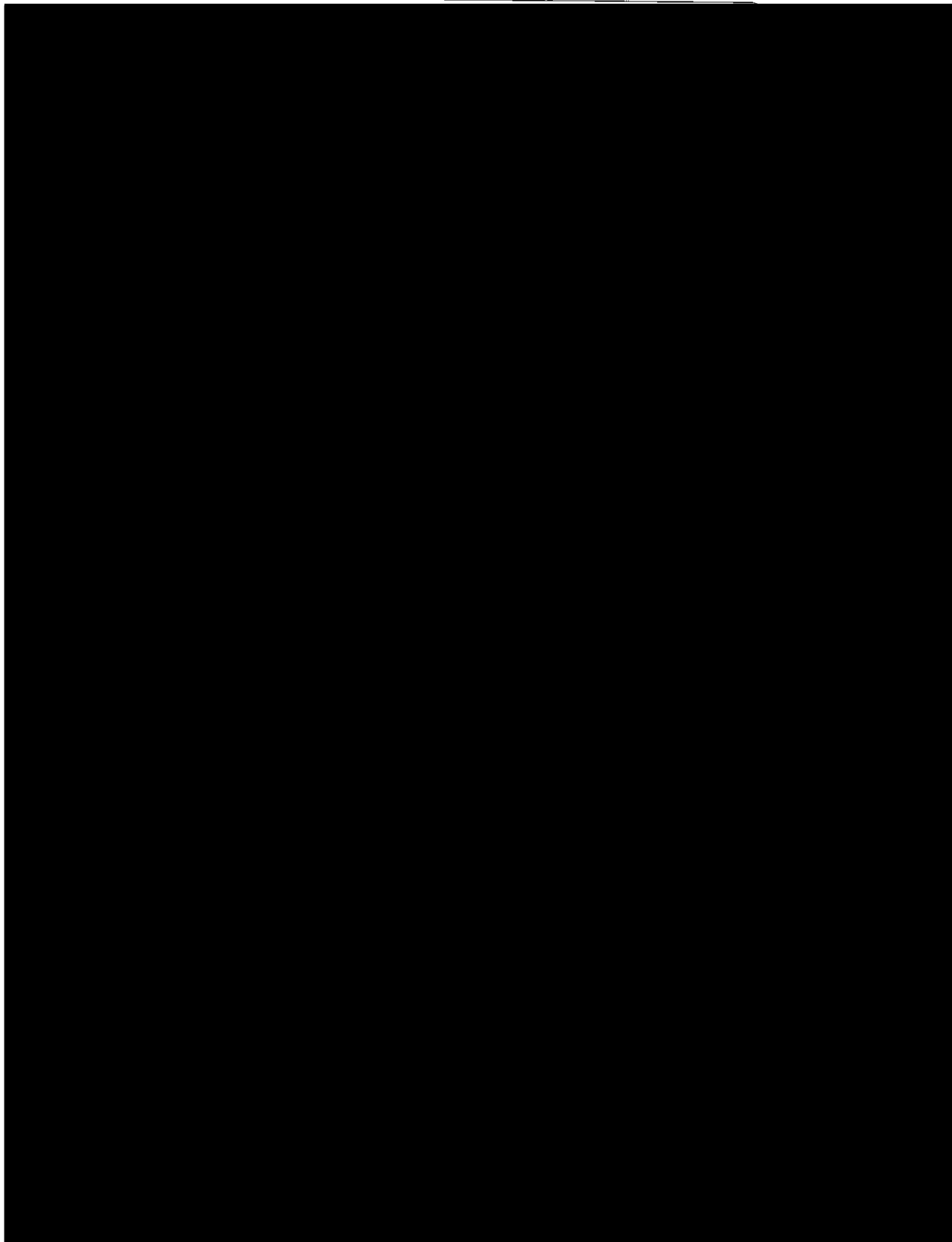


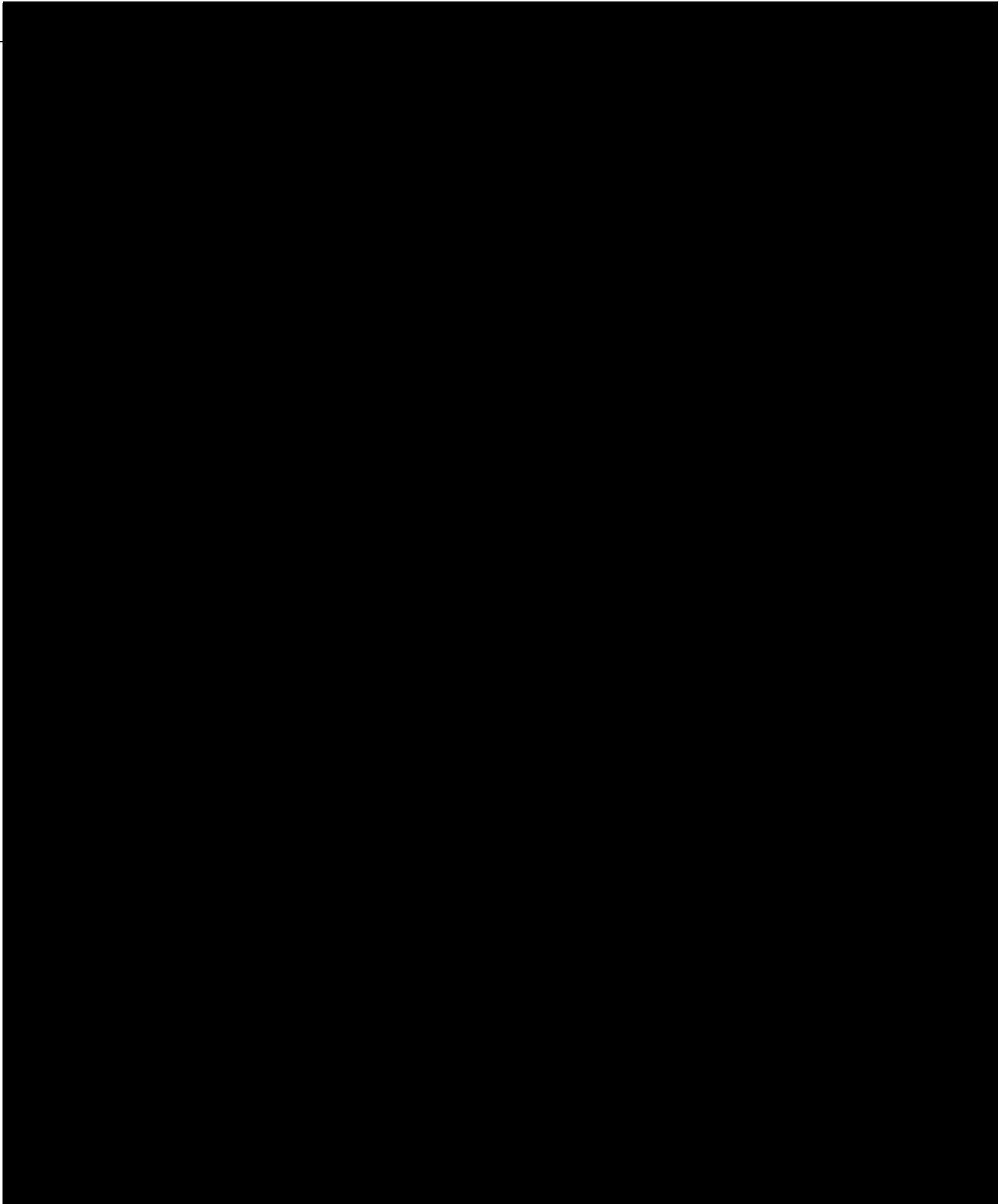


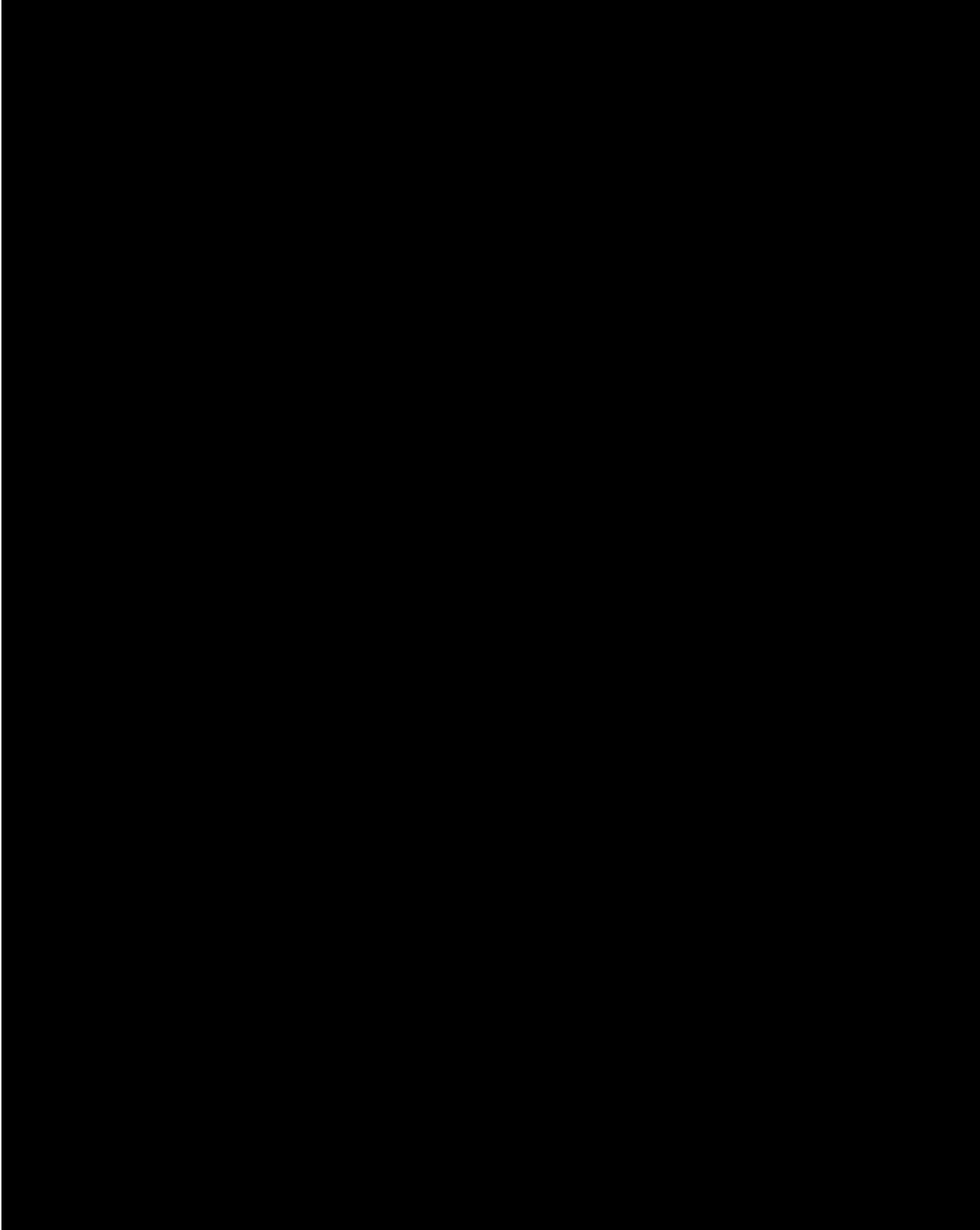


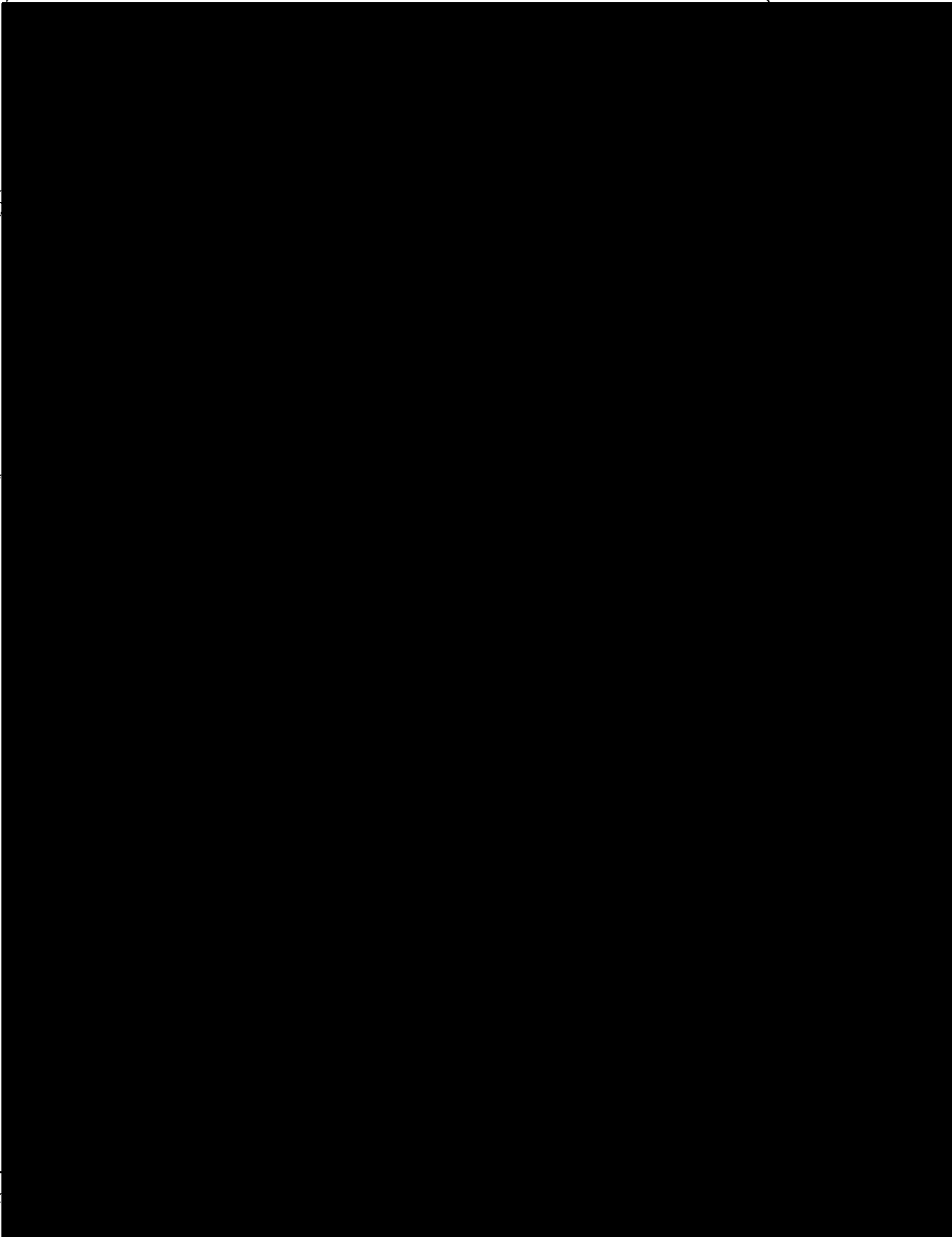


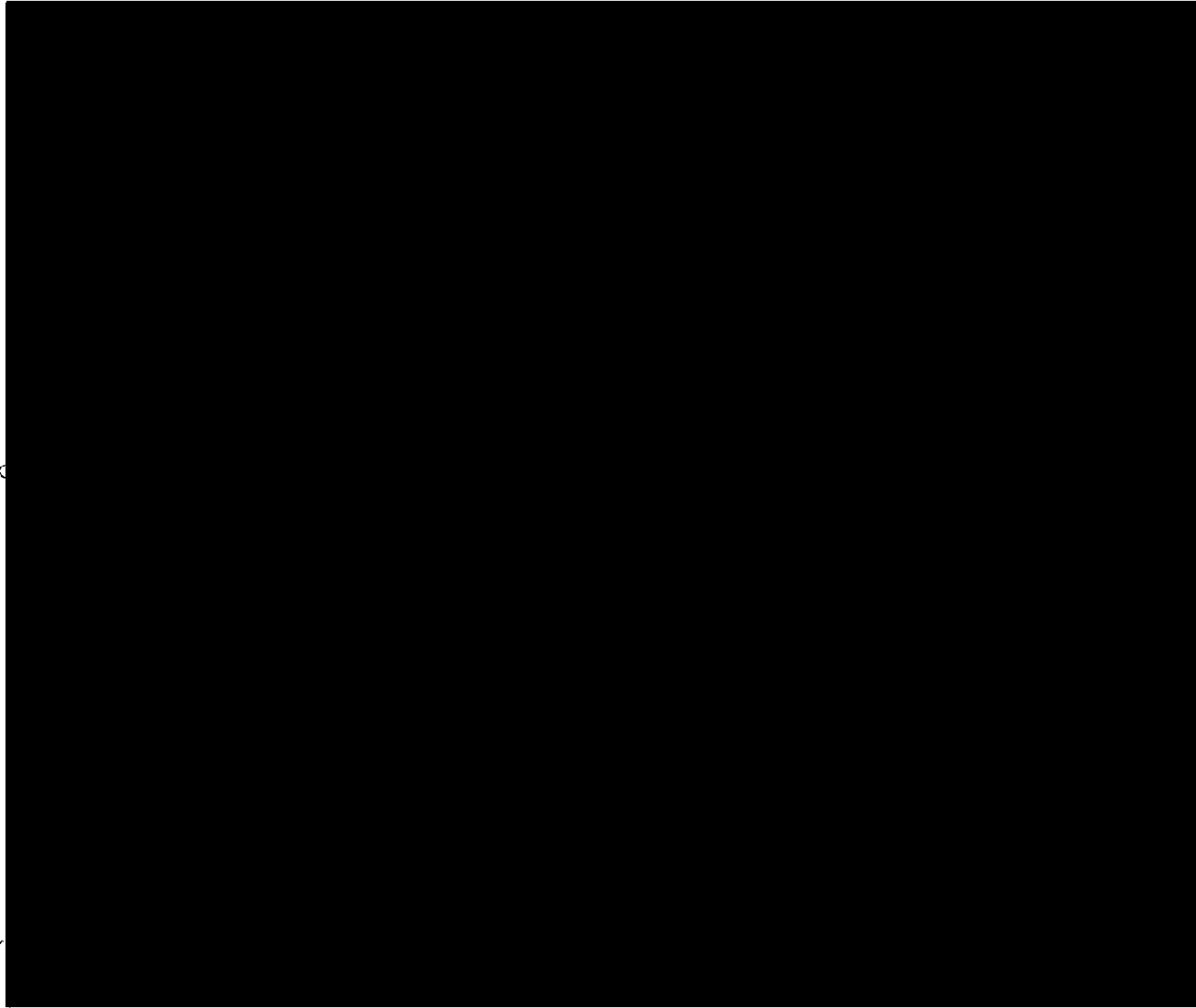






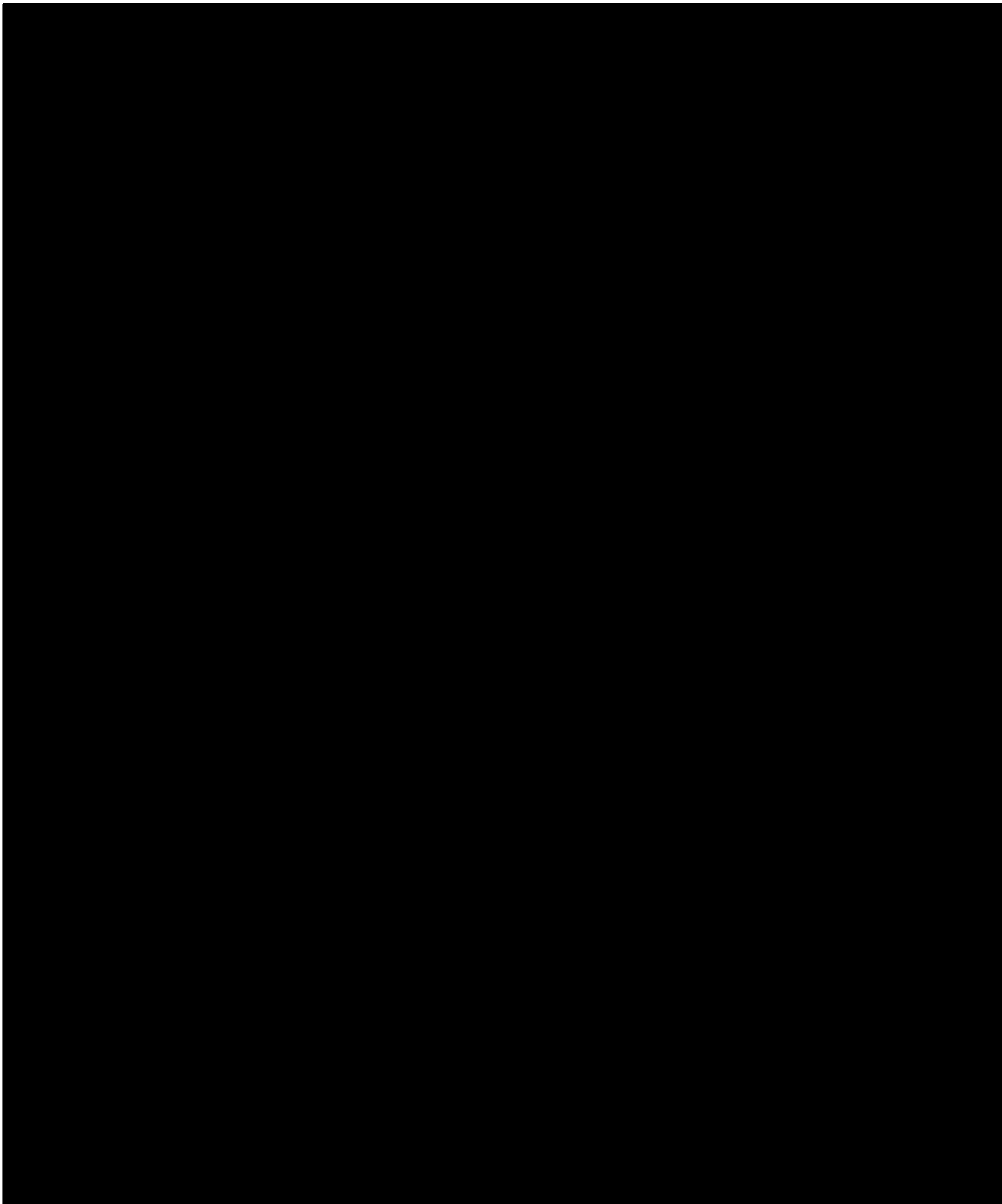






Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section C, Subsection 3, Access







Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Appendix A Dispensary Facility License Information Form

Section A: Business Information

1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: Hancock Wellness Center LLC						
3. Trade Name of Applicant: Hancock Wellness Center						
4. Applicant's Business Address: 1295 East Main Street						
5. City: Meriden				6. State: CT	7. Zip Code: 06450	
8. Daytime Telephone Number: (203) 804-9188			9. E-mail Address: jerryfarrell68@gmail.com			
10. Applicant's Mailing Address (if different than business address): 6 North Main Street, Suite 202					11. City: Wallingford	
12. State: CT	13. Zip Code: 06492		14. Daytime Telephone Number: (203) 804-9188		15. Fax Number: 2032651640	

Section B: Contact Information

All communications from the department regarding this application will be sent to your primary contact and alternate contact, if one is designated. We will assume that you receive all communications sent to your designated contact(s) and it will be your responsibility to notify us if any of their contact information changes.	
16. Name of Primary Contact: Jerry Farrell, Jr.	17. Primary Contact Title: LLC Manager
18. Primary Contact E-mail Address: jerryfarrell68@gmail.com	19. Primary Contact Telephone Number: (203) 804-9188
20. OPTIONAL - Name of Alternate Contact:	21. Alternate Contact Title:
22. Alternate Contact E-mail Address:	23. Alternate Contact Telephone Number:

Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation: 08 / 31 / 15	25. Place of Formation/Incorporation: State of Connecticut
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: [REDACTED] Provide a copy of your Sale and Use Tax permit with your application.



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Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 1295 East Main Street			29. City: Meriden	
30. State: CT	31. Zip Code: 06450	32. Telephone Number: (203) 804-9188		33. Fax Number: (203) 265-1640
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.			35. Name of Property Owner: Commercial Real Estate Holdings LLC	

Section E: Business Association Information

36. Are you associated with any other dispensary facility licensee or license applicant or producer licensee or license applicant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name:	38. Licensee or Applicant Type: <input type="checkbox"/> Dispensary Facility <input type="checkbox"/> Producer
39. Applicant Name:	40. Licensee or Applicant Type: <input type="checkbox"/> Dispensary Facility <input type="checkbox"/> Producer

Section F: Proposed Dispensary Department Hours

41. State the proposed dispensary department hours of operation for each day. The dispensary department is where marijuana will be sold.

Monday	11am	to	8pm	Friday	11am	to	8pm
Tuesday	11am	to	8pm	Saturday	9am	to	6pm
Wednesday	11am	to	8pm	Sunday	1pm	to	6pm
Thursday	11am	to	8pm				

Section G: Proposed Dispensary Facility Hours

42. State the proposed dispensary facility hours of operation for each day. The dispensary facility includes areas where non-marijuana products and services will be offered.

Monday	11am	to	8pm	Friday	11am	to	8pm
Tuesday	11am	to	8pm	Saturday	9am	to	6pm
Wednesday	11am	to	8pm	Sunday	1pm	to	6pm
Thursday	11am	to	8pm				



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Section H: Other Business Names & Addresses

List all names under which the applicant has done business or has held itself out to the public as doing business. Do not limit your response to business operations in Connecticut. Attach additional pages if necessary.

43. Name: The applicant, Hancock Wellness Center LLC was formed on August 31, 2015. It has not done business or held itself out to the public as doing business at any time, aside from preparing this application.	44. Time Period:

List all addresses, other than those listed in response to Section A, that the applicant owns, has owned or from which it has conducted business during the previous five years and give the approximate time periods during which such locations were owned or utilized. Attach additional pages if necessary.

45. Address: The applicant does not own, and has not owned, any location. It has listed the site address, which it will lease, on this application, as well as the address of Attorney Farrell, where it receives mail during this pre-licensing period.	46. Time Period:

Section I: Dispensary Facility Backers

Provide the following information for each dispensary facility backer. A dispensary facility backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, except it shall not include a person with an investment interest provided the interest held by such person and such person's co-workers, employees, spouse, parent or child, in the aggregate, does not exceed five per cent of the total ownership or interest rights in the applicant and such person will not participate directly or indirectly in the control, management or operation of the dispensary facility if a license is granted.

Create additional copies of this page if necessary.

Each backer identified in response to this section must complete and sign Appendix B.

47. Name: Jerry Farrell, Jr.	48. Percentage of ownership 38.5%
Greg Hancock	18%
Canyon Drive Associates, LLC	22%
Joseph Nardecchia	10.75%
Adam Stern	10.75%



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Section J: Directors, Owners, Officers and Other High-Level Employees

Provide the following information for each individual, including each dispensary facility backer, who will:

- directly or indirectly have control over, or participate in the management or operation of, the dispensary facility; or
- who currently receives, or who reasonably can be expected to receive, within one calendar year, compensation from the applicant exceeding \$100,000.

Create additional copies of this page if necessary.

Each person identified in response to this section must complete and sign Appendix C.

49. Name (First, Middle, Last):	50. Title:	51. Role:
Greg Hancock	Pharmacist\Dispensary	Pharmacist\Dispensary
Joseph Nardecchia	Chief Financial Officer	Chief Financial Officer
Jerry Farrell, Jr.	Chief Operations Officer	Chief Operations Officer
Adam Stern	Chief Executive Officer	Chief Executive Officer
Canyon Drive Associates LLC	member of LLC	investor

Section K: Financial Statement

Set forth all expenses greater than \$10,000 incurred in connection with the establishment of your business and the sources of the funds for each. Attach additional pages if necessary. The Department may require backup documentation.

52. Expense Item:	53. Cost:	54. Source of Funds:
Very limited expenses have been incurred. They are:	\$	
Phoenix Investigations (security plan)	\$	Jerry Farrell, Jr.
Morris London	\$	Jerry Farrell, Jr.
Commercial Real Estate Holdings (security deposit)	\$	Jerry Farrell, Jr.
Secretary of the State (incorporation)	\$	Jerry Farrell, Jr.
	\$	
	\$	
	\$	

Section L: Security System

Identify the company or companies that will provide security services for the dispensary facility if a license is awarded. If more than two companies will provide security services, complete this section for each such additional company.

55. Primary Security Company Name:	Monitor Controls
56. Primary Security Company Address (including Apartment or Suite #):	57. City:
178 Center Street	Wallingford



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58. State: CT	59. Zip Code: 06492	60. Telephone Number: (203) 269-3591	61. Fax Number:
62. E-mail Address: <u>jyuszajr@monitorcontrols.com</u>			
63. Backup Security Company Name (if applicable):			
64. Backup Security Company Address (including Apartment or Suite #):			65. City:
66. State:	67. Zip Code:	68. Telephone Number:	69. Fax Number:
70. E-mail Address:			
71. Attach a detailed description of the security plan to be offered by the security company or companies. Be sure to include a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations of Connecticut State Agencies.			

Section M: Legal Proceedings

72. Has the applicant ever had any petition filed by or against it, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period? Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

73. Has the applicant ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action? Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

74. Is the applicant a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim? Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

75. Has the applicant ever had any fines or other penalties over \$10,000 assessed by any regulatory agency? Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section N: Criminal Actions

76. Has the applicant ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or are any such charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section O: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating the applicant's suitability to participate in the medical marijuana program. As the duly authorized representative of the applicant, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

77. Signature:

Jerry Farrell J.

78. Date Signed:

9-10-2015

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes. As the duly authorized representative of the applicant, I hereby make the above certifications on behalf of the applicant.

79. Signature:

Jerry Farrell J.

80. Date Signed:

9-10-2015

v13/2015

Taxpayer Service Center - Print

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES



**Temporary Permit for
Sales and Use Tax**

Do **NOT** mail to the Department of Revenue Services

This temporary permit must be displayed for customers to see and is not assignable or transferable.

Confirmation Number*: 15W9900706002

Organization Name: Hancock Wellness Center LLC

Business Trade Name: Hancock Wellness Center

Business Address: 1295 East Main Street
Meriden, CT 06450

This temporary permit will expire on 10/02/2015.

* This number will act as your temporary tax registration number. It will be replaced when you receive your registration confirmation package in the mail.

Your registration package will include information on electronic options available in our Taxpayer Service Center (TSC). In a separate envelope, you will also be receiving a personal identification number (PIN) which will allow you access to the TSC. Once you receive your PIN, we encourage you to take advantage of our electronic services.

Please contact the DRS Registration Section at (860) 297-4885 if you do not receive your registration confirmation package by the 15th business day following completion of REG-1 OL.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix A, Section C, #27, Copy of Sales and Use Tax Documents

1/13/2015

Taxpayer Service Center - Print

Taxpayer Copy

Do NOT mail to the Department of Revenue Services.

Your Confirmation Number is: 15W9900706002

Reasons for Registering

Opening a new business

Business Profile

Business Information

Type of Organization: Limited Liability Company (LLC)

Nature of Business Activity

Retailer

Major Business Activity

Sale of pharmaceutical products

NAICS Code: 448110

Business Name & Address

Organization Name: Hancock Wellness Center LLC

FEI#

CT Secretary of the State Business ID: 1184693

Business Trade Name: Hancock Wellness Center

Address: 1295 East Main Street

Meriden, CT 06450

Mailing Address

Address: 6 North Main St. Suite 202

Wallingford, CT 06492

Business Telephone Number: 203-804-9188

Business Bank:

Owner and Officer Information

Department of Consumer Protection – Dispensary Facility RFA, September 2015
 Appendix A, Section C, #27, Copy of Sales and Use Tax Documents

1/3/2015

Taxpayer Service Center - Print

This is the information you filled out on your application. If your organization type is taxed as a partnership such as a General Partnership, Limited Partnership, Limited Liability Partnership, or a Limited Liability Company, you must enter more than one member/partner name. If you need to make any change, select the EDIT button to make the appropriate additions.

Gerald E Farrell Jr

Owner Type: Individual
 Title: LLC Member
 SSN:
 Date of Birth:
 Home Address: 6 North Main St, Suite 202
 Wallingford, CT 06492
 Telephone Number: 203-804-9188
 Bank Name:

Joseph M Nardecchia

Owner Type: Individual
 Title: LLC Member
 SSN:
 Date of Birth:
 Home Address: 506 Ridgeview Road
 Orange, CT 06477
 Telephone Number: 203-640-4413
 Bank Name:

Registered Tax Types

Tax Type	Tax Liability Start Date
Income Tax Withholding	02/01/2016

1. Are you an employer that transacts business or maintains an office in Connecticut and intends to pay wages to resident employees or nonresident employees who work in Connecticut? 1. Yes
 If you have a Connecticut tax registration number for withholding for another location and intend to file withholding for this new location under that number, enter the Connecticut Tax Registration Number.
 Connecticut Tax Registration Number:
2. Are you an out-of-state company voluntarily registering to withhold Connecticut Income tax for your Connecticut resident employees who work outside of Connecticut? (By answering "Yes" to this question, you are indicating that this company does not have any tax liability in CT, and you will only be registering for Income Tax Withholding with this registration application.) 2. No
3. Do you intend to withhold Connecticut income tax from any of the following: pension 3. No

Department of Consumer Protection – Dispensary Facility RFA, September 2015
 Appendix A, Section C, #27, Copy of Sales and Use Tax Documents

V13/2015

Taxpayer Service Center - Print

- plans; annuity plans; retirement distributions; or gambling distributions?
4. Do you pay nonresident athletes or entertainers for services they render in Connecticut? 4. No
5. Do you only have household employees and wish to withhold Connecticut income tax? 5. No
6. Do you only have agricultural employees and wish to withhold Connecticut income tax? 6. No

If you use a payroll service, enter name of payroll company:

Sales and Use Tax 02/10/2016

1. Do you sell, or will you be selling, goods in Connecticut (either wholesale or retail)? 1. Yes
2. Do you rent equipment or other tangible personal property to individuals or businesses in Connecticut? 2. No
3. Do you serve meals or beverages in Connecticut? 3. No
4. Do you provide a taxable service in Connecticut? (See the Informational Publication, Getting Started in Business, for a list of taxable services.) 4. No

The registration fee for Sales and Use Tax is \$100

Business Entity Tax 08/31/2015

1. Are you a business entity as described above? 1. Yes

Enter state you are organized under: CT

Enter the month of your fiscal year end: December

Registration Fees

Routing Transit Number	Account Type	Bank Account Number
Tax Type	Fee	
Sales and Use Tax	\$100.00	
Total:	\$100.00	

Signature

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix A, Section C, #27, Copy of Sales and Use Tax Documents

1/13/2015

Taxpayer Service Center - Print

Contact Information

Name:	Jerry Farrell, Jr.
Email:	jerryfarrell68@gmail.com
Daytime Telephone Number:	203-804-9188

Vol. 4135 JB102

DEED

FOR CONSIDERATION PAID, the undersigned Carabetta Enterprises, Inc., a Connecticut corporation with offices at 200 Pratt Street, Meriden, Connecticut 06450, (as “Grantor”), hereby grants and conveys to Commercial Real Estate Holdings LLC, a Connecticut limited liability company with offices at 200 Pratt Street, Meriden, Connecticut 06450, and its successors and assigns, (as “Grantee”), with **WARRANTY COVENANTS**, that certain piece and parcel of land together with the building and other improvements thereto, and all leases, rents, revenues, and profits affecting, encumbering or benefiting the same, said property being bounded and described as set forth in Exhibit A attached hereto and made a part hereof.

009790

Signed and subscribed to this 24TH day of July, 2007.

WITNESS:

CARABETTA ENTERPRISES, INC.

Norman S. Isko
Norman S. Isko
Teresa L. Bryant
TERESA BRYANT

By: *Joseph F. Carabetta*
Joseph F. Carabetta
Treasurer

STATE OF CONNECTICUT)
) ss.:
COUNTY OF NEW HAVEN }

On this 24th day of July, 2007, before me Norman S. Isko, the undersigned officer, personally appeared Joseph F. Carabetta who acknowledged himself to be the Treasurer of Carabetta Enterprises, Inc., a Connecticut corporation and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Treasurer, as his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.
Norman S. Isko (Notary Public)

Deed CBI for 7 Deeds 071207.doc

NORMAN S. ISKO
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES MARCH 31, 2012
MAY

MUNICIPAL CONVEYANCE TAX
 STATE CONVEYANCE TAX
IRENE G. MASSE, MERIDEN CITY CLERK

EXHIBIT A 135 1103
(1295 EAST MAIN STREET, MERIDEN, CONNECTICUT)

A certain piece or parcel of land located in the City of Meriden, County of New Haven and State of Connecticut, known as 1295 East Main Street as shown on a map entitled, "Meadow Haven Research Pky. Meriden, Ct. Bruce P. Soroka Associates 110 Summer Drive, South Meriden, Ct."

Said piece or parcel of land is more particularly bounded and described as follows:

- NORTHERLY: By East Main Street, 134.80 feet;
- EASTERLY: By land now or formerly of the Lincoln National Life Insurance Company and land now or formerly of Linda Yum, in part by each, in all, 122.15 feet;
- SOUTHERLY: By land now or formerly of Stephen M. Hazelwood, 132.89 feet;
- WESTERLY: By Research Parkway, 211.93 feet; and
- NORTHWESTERLY: By an arc connecting the easterly street line of Research Parkway and the southerly street line of East Main Street, said arc having a radius of 70.00 feet and a length of 184.97 feet.

8/21/07 AT 1:42
RECEIVED FOR RECORD
IRENE G. MASSE, CITY CLERK

ETAX
CLERK

LEASE

LESSOR: COMMERCIAL REAL ESTATE HOLDINGS LLC
200 PRATT STREET
MERIDEN, CONNECTICUT 06450

LESSEE: Hancock Wellness Center, LLC
6 North Main Street, (Suite 202)
Wallingford, CT 06492

PROPERTY: 1295 EAST MAIN STREET
MERIDEN, CONNECTICUT

September 1, 2015

INDEX

<u>Paragraph</u>	<u>Page</u>
1. Grant of Lease	4
2. Term & Use	5
3. The Annual Rent	6
4. Taxes, Assessments	8
5. Insurance	10
6. Quiet Enjoyment	12
7. Repairs and Maintenance	12
8. Utilities and Services	13
9. Alteration by Lessee	13
10. Exterior Area Maintenance	15
11. Surrender of the Property	16
12. Damage or Destruction	17
13. Condemnation	17
14. Assignments & Sub-Leases	19
15. Defaults & Remedies	22
16. Notices	27
17. Litigation	27
18. Indemnification	28

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix A, Section C, #34, Copy of lease for 1295 East Main Street, Meriden, CT 06450

19.	Lessor's Right of Self-Help	29
20.	Repair or Removal	30
21.	Lessor's Exculpation	30
22.	Miscellaneous Provisions	30
23.	Signs	31
24.	Subordination / Estoppel	32
25.	Environmental Concerns	33

EXHIBITS

<u>Description</u>	<u>Page</u>
Property Description - Exhibit A	36
Added Parking Area - Exhibit A-1	37

LEASE

KNOW YE ALL PERSONS, THIS LEASE, made as of the ____ day of September, 2015, by and between COMMERCIAL REAL ESTATE HOLDINGS LLC, a Connecticut limited liability company, with its principal place of business at 200 Pratt Street, Meriden, Connecticut 06450, (hereinafter "Lessor"), and HANCOCK WELLNESS CENTER, LLC., a Connecticut limited liability company, having a principal office address of 6 North Main Street, Suite 202, Wallingford, Connecticut 06492, (hereinafter "Lessee").

WITNESSETH:

IN CONSIDERATION of the covenants and agreements hereinafter contained and Ten Dollars (\$10.00) and other good and valuable considerations each to the other in hand paid, receipt and sufficiency of which are hereby acknowledged, the parties herein mutually agree as follows:

1. GRANT OF LEASE

Lessor hereby leases and demises to the Lessee, and the Lessee does hereby accept and lease from the Lessor, pursuant to the terms and conditions of this instrument, (the "Lease"), that certain parcel of land, (the "Land"), the building thereon, (the "Building") and all other improvements thereat, (the "Improvements"), owned by Lessor, (collectively the Land, Building, and Improvements are referred to as, "Property"), located at 1295 East Main Street, in the City of Meriden, County of New Haven, and State of Connecticut, as more fully described in Exhibits A and A-1 annexed to and made a part hereof as if fully set forth herein, **TO HAVE AND TO HOLD** for its own use and behoof for the duration of this Lease pursuant to the terms and conditions set forth in this instrument; excluding, however, from the foregoing description of the Property all portable personal property, fixtures, machinery and equipment furnished or installed by Lessee for use by it in connection with the business of

Lessee conducted at the Property, and Lessor agrees it shall not lien, attach, or distraint any such personal property for any reason nor claim any right or ownership in such personalty in aid of any remedy hereunder or at law or equity.

2. TERM & USE

A. The terms and conditions of this Lease shall be binding upon the parties upon the date hereof for a duration, of this Lease, (the "Term"), commencing upon the date hereof and expiring on the first annual anniversary of such date plus any number of days remaining thereafter in that calendar month unless sooner terminated under the provisions of this Lease.

B. Throughout the Term, Lessee shall continuously use and occupy the Property for its business use, consisting of the operation of a business legislatively authorized by Connecticut General Statutes, Chapter 420f, Section 21a-408 et seq. and the Regulations of Connecticut State Agencies as amended Sections 21a-408-1 to 21a-408-70; and (ii) that certain Memorandum issued by James Cole, office of the Deputy Attorney General, Department of Justice, U.S. Government, dated August 29, 2013, and entitled "Guidance Regarding Marijuana Enforcement," together with such lawful actions, decisions, and activities as are permitted for limited liability companies under the laws of the State of Connecticut, and Lessee at its expense shall comply with all such governmental authorities affecting the Property both as to its use and occupation, and refrain from any and all illegal, immoral or nuisance activity at the Property.

C. In the event Lessee has not defaulted in performing the terms and conditions of this Lease on Lessee's part to be performed throughout the Term of this Lease, and continued to operate its business at the Property, Lessee may extend the duration of the Term of the Lease for a further respective period of ten (10) years, next succeeding the then respective date of

expiration of the Term upon all terms and conditions of this Lease except that the rate of annual rent for such extension period shall be at the rate hereafter set forth, and except that the duration of the Lease shall not extend beyond such period unless mutually agreed to in writing by the parties herein. The right to extend the Term of the Lease shall be exercised (if at all) by written notice sent by Lessee to Lessor at least four calendar months next prior to the expiration date of the then existing duration of the Lease. The foregoing right to extend the Term of the Lease shall also be subject to the following conditions:

(i) that the duration of the Term of the Lease had been properly extended up to the date such new extension period is to commence;

(ii) that all rent, additional rent, and other sums payable by Lessee under the Lease to Lessor or any other payee were duly paid and satisfied and all other obligations of the Lessee were duly performed and observed and none were in default;

(iii) that all terms and conditions of this Lease (except any right to extend the duration of the Term and except the rate of annual rent payable by Lessee to Lessor during a respective extension) shall govern the parties during each such extension period; and

(iv) that the annual rent payable to Lessor by Lessee during each such extension period shall be governed by provision “3C” hereafter set forth.

3. THE ANNUAL RENT

A. In consideration of this Lease, Lessee shall pay to the Lessor an annual rent throughout the Term and each extension period (if any) at rates hereafter described, and said annual rent shall be payable in twelve (12) equal successive calendar monthly installments each twelve successive calendar months, (hereafter a “lease year”), on the first day of each calendar month in advance, by Lessee’s good funds check subject to collection or in legal tender for payment of debts of the United States of America, and be paid at the

address of Lessor's office first described above or such other place as Lessor may designate on ten (10) days prior written notice to Lessee at any time or times, and all payable without offset, set off, subtraction or diminution for any reason whatsoever and without any billing, request or notice from Lessor. In the event the Term commences upon a date other than the first day of a calendar month or ends before the last day of a calendar month, said monthly installment shall be prorated as a per diem charge in those months only, and paid according to the number of days in that month occurring within the Term.

B. The foregoing rent payable by Lessee to Lessor under the Lease shall be in the respective amounts set forth below at the respective periods described below, and are expressed as an "annual rate" and the "monthly installments" therein:

	Annual Rent	Monthly Installments
i. From the date of this Lease first set forth above to the day thereafter next prior to Lessee's commencement of sales of product, or Feb 1, 2016., whichever is first to occur.		
ii. For the first 5 years the extension or renewal period.		
iii. For the next 5 years of the extension or renewal period.		
iv. For a second extension term, if any.		

C. It is the purpose and intent of the Lessor and Lessee that the annual rent reserved to Lessor shall be net, net, net to the Lessor, and that all costs, expenses and obligations of every kind relating to the Property which may arise or become due during any and all periods under this Lease, shall be paid by the Lessee as “additional rent” as hereinafter provided, and that Lessor shall be defended, held harmless, and indemnified by the Lessee from and against any and all claims, causes of action or liability for payment of such costs, expenses and obligations, and in the event of nonpayment by the Lessee of the same or of any portion of any additional rent, the Lessor shall have all of the rights and remedies with respect thereto as the Lessor has for the non-payment of the annual rent under this Lease and at law, equity, or both.

4. TAXES, ASSESSMENTS

A. In addition, to the rent described in provision “3” above, throughout the duration of this Lease, Lessee at its expense shall pay, as additional rent hereunder, prior to interest accruing thereon and prior to default in payment thereof, to the respective governmental authorities, (to whom real estate taxes and betterment assessments are payable); any and all real estate taxes, (including personal property taxes, school taxes, fire taxes, and others, if any), betterment assessments, and water/sewer charges imposed as to or affecting the Property, (hereafter “Impositions”), as well as those affecting any improvements or personal property at the Property made, installed or owned by Lessee, which become payable any time or times during the Term or any extension of the Term of this Lease or Lessee’s occupation of the Property, whichever is last to occur, and in each instance in which a payment or installment payment becomes due, Lessee shall deliver to Lessor a true and complete copy of the bill of the governmental authority as to the same and of its remittance by which such payment was made, concurrently with dispatch of the payment to such payee.

B. All Impositions payable with respect to a fiscal period which in part preceded the commencement of the Term of this Lease and in part continues during the Lease, and all Impositions payable in part with respect to a fiscal period commencing during the Lease and in part continuing after the expiration of the Lease, shall be pro-rated as a per diem obligation equally over the fiscal period attributable to such Impositions and adjusted between the parties to this Lease in such manner that the Lessor shall pay the pro-rata share allocable to the period prior to and subsequent to the duration of the Lease, and the Lessee shall pay the pro-rata share allocable to periods within the duration of the Lease or its occupancy of the Property, whichever is longer.

C. The Lessee shall promptly pay said Impositions whether ordinary or extraordinary, foreseeable or unforeseeable, together with any interest or penalties thereon; it being agreed, however, that in the event an election is available to the Lessee from the assessing authority for payment of a betterment assessment in installments, Lessee shall be entitled to exercise such election to pay such Imposition in such installments.

D. Nothing in this Lease shall require or be construed to obligate the Lessee to pay any franchise, excise, corporate, income, or transfer tax of the Lessor, but any sales tax or similar tax upon rents or additional rents hereafter instituted by an applicable governmental authority, shall be paid by Lessee.

E. The Lessee may, at its election and expense, contest the validity of any real estate tax or betterment assessment affecting the Property payable by it under this Lease or seek to lower the same, provided it pays the same without default as and when billed by the governmental authority until such contest is decided in its favor (if at all) by a final judgment. In such event, the Lessor at the request of the Lessee, (but without expense to the Lessor), will cooperate with Lessee's effort. If requested by the Lessee, and provided Lessor will not in its good faith judgment incur any expense or liability thereby, the

Lessor will execute any document which may be necessary and proper to authorize such proceeding. That portion of any award shall be payable to the Lessee to the extent it constitutes a refund of Lessee's actual payment of the Imposition paid and so contested by the Lessee, plus any out-of-pocket expenses paid by Lessee to so lower such taxes or such assessments, and the balance shall be payable to Lessor.

F. The certificate, advice, bill or receipt made by any officer, person, or corporation legally authorized to give such certificate, advice, bill or receipt, showing that any Imposition against or affecting the Property was due and payable or had been paid as of the date set forth in such certificate, advice, bill or receipt, shall constitute prima facie evidence respectively that such Imposition is due and payable, or has been paid, as the case may be. Both the Lessor and Lessee are entitled to rely upon any such certificate, advice, bill or receipt.

5. INSURANCE

Lessee, at its cost and expense, shall throughout the duration of this Lease, as additional rent hereunder, obtain, maintain, and pay for the following insurance coverages to insure the Property from insurers reasonably acceptable to Lessor, and renew the coverages each year, and where specified below name and include the Lessor, its property manager, and its mortgagees of the Property or all of them as additional insureds, and name such mortgagees and Lessor as the loss payee under coverages against damage or destruction of the Property in whole or in part, as their respective interests may appear;

a. **"Special Form Property Insurance"**, including, without limitation, loss by fire, flood, earthquake and other risks or losses covered under an "all risk" policy in the State of Connecticut, naming the Lessor and Lessor's mortgagees, if any, as loss payees as their respective interests may

appear, and insuring the Property in an amount equal to the full replacement value of the Building and all improvements at or on the Property.

b. "**Commercial General Liability Insurance**", including, without limitation, public liability, property damage, fire-legal liability, injury or death to persons, damage or destruction of property, (real or personal), and all other risks or losses covered under a "comprehensive general liability" policy in the State of Connecticut with the minimum limits equal to \$3,000,000 per occurrence and \$5,000,000 in the aggregate, naming Lessor, Lessor's property manager, and Lessor's mortgagees of the Property, if any, as additional insureds;

c. "**Business Interruption**" or "**Loss of Income**" insurance coverage in an amount equal to one year's annual rent and additional rent payable under this Lease, as the same appears from time to time, with loss payable to Lessor.

d. **Boiler and Machinery Insurance**, including, without limitation, coverage against risks or losses covered by a broad form policy of such coverage in the State of Connecticut;

e. **Workers Compensation** coverage in statutory amounts for any and all employees, agents, and representatives working in or about the Premises.

At all times during any Work referred to in provision "9" of this Lease, Lessee at its expense shall furnish to Lessor, the Builder's Risk and Contractor's Liability coverages acceptable to Lessor, naming Lessor and its mortgagees of the Property as additional insureds, in the amount of "Completed Value Replacement Cost" as referred to the in the insurance industry, and at least \$2,000,000 on an occurrence basis as to the Contractor's Liability coverage.

In addition to the foregoing coverages as to the Property and this Lease, Lessee shall throughout the duration of this Lease also obtain and maintain for itself the following insurance coverages at its expense:

- i. Workers' Compensation coverage for each and all of its employees at the Property; and
- ii. Hazard loss coverage upon its furnishings, fixtures and personal property at the Property, in the amount of the full replacement value thereof, as the same appears from time to time.

Lessor at its election shall be entitled to adjust the loss, if any, under any of the foregoing hazard policies with the insurer, and the proceeds of any such insurance shall be payable to Lessor and to Lessor's mortgagees, as their respective interests may appear. Lessee shall inform Lessor in writing promptly as to each and every loss event occurring at the Property and also deliver promptly to Lessor true and complete copies of any and all suits, proceedings or claims, against Lessee with respect to the Property and any occurrences thereat. Each coverage described above shall also require 30 days prior written notice to be given by the carrier to Lessor of any forthcoming cancellation of such coverage. Lessee shall furnish to Lessor one or more Certificates of Insurance, evidencing each coverage, (and each renewal of coverage), prior to taking occupancy of the Property (and also prior to expiration of each coverage period), duly signed by the Agent procuring the coverage or by the carrier's representative.

6. QUIET ENJOYMENT

Subject to and conditioned upon Lessee's payment of the annual rent and additional rents herein reserved and performance of all other terms and conditions of this Lease on Lessee's part to be performed, Lessee shall at all times hereunder be entitled to peaceably and quietly enjoy the Property without disturbance from Lessor or from any other person claiming through the Lessor; however,

the Lessor and its authorized representatives shall have the right during reasonable business hours at any time or times to enter upon and inspect the Property for compliance with the provisions of this Lease or to show the Property to prospective buyers or successor tenants.

7. REPAIRS AND MAINTENANCE

Subject to the terms and conditions of this provision, Lessee accepts the Land, Building, Improvements, and the Property in its existing physical condition and condition of title “as is, where is”, and throughout the duration of this Lease, Lessee at its cost and expense, as additional rent hereunder, shall maintain and keep the Property in good repair and good operating condition, normal wear and tear excepted, including without limitation those matters described in paragraph “10” of this Lease, referring to exterior area maintenance. Lessee’s obligations under this provision shall include but not be limited to all ordinary, extraordinary and structural repairs and replacements of any and all elements of the Building, and of all mechanical systems, the roof, all latent and observable conditions of the Property and all surface and subsurface conditions of the Land, as well as painting the interior of the Building and all exterior paintable surfaces of the Building (if any) at least one each five (5) years.

8. UTILITIES AND SERVICES

Throughout the duration of the Lease, Lessee at its cost and expense, as additional rent hereunder, in its own name and for its own account, shall obtain, and pay for, any and all utilities used at or made available to the Property, including without limitation water, heat, natural gas, hot water, electricity, air conditioning, and ventilation, and Lessor shall not be required to furnish any utilities to Lessee. Lessee shall obtain and pay for utilities directly to the provider in its own name and for its own account, and indemnify, hold harmless and defend the Lessor against any and all costs and expenses

resulting from any failure or refusal to pay such sums or to make such payments when due and payable. Lessee shall collect and temporarily store all litter, refuse, garbage and discarded building materials in closed refuse containers or dumpsters which shall be emptied by a removal service at least before overflowing, at its expense, also obtain and pay for in its own name and for its own account any and all garbage and refuse removal service, janitorial services, security services, telephone service, cable TV service and other services whatsoever which are furnished to or obtained by Lessee for the Property, and Lessee at its expense shall defend, indemnify and hold harmless Lessor from all obligations, claims, suits, costs or attorneys fees as to the same.

9. ALTERATIONS BY LESSEE

A. The Lessee, at its own expense, may make non-structural alterations to the Property pursuant to qualified engineering advice. In the absence of the prior written consent of the Lessor (which shall not be unreasonably withheld or delayed), Lessee shall not remove or demolish any of the improvements at the Property or make any material change or alteration in such improvements which, when completed, would in the good faith opinion of Lessor, in its discretion, substantially diminish the structural integrity, or rentable area, or the value of the Property, including the Building or any improvements thereon; nor shall Lessee make any change in or alteration to the Property which would violate the terms of any mortgage granted by Lessor encumbering the Property, or violate any policy of insurance in force with respect to the Property, or increase any premium cost for such coverage. If the estimated cost of any such proposed alteration, improvement, addition, or change to the Property, desired to be made by or for Lessee, together with all others made by or for Lessee, (collectively the "Work"), whether or not involving structural changes, shall exceed the sum of \$25,000.00 within any twelve (12) month period, the Lessee shall have prepared at its expense, and first obtain

the Lessor's written approval of, written plans therefore prepared by a qualified professional which shall be first furnished to Lessor by Lessee for approval as a condition to such Work being undertaken; however, such consent shall not be unreasonably withheld or delayed by Lessor.

B. No such Work shall be undertaken by or for Lessee until Lessee shall have procured and paid for all permits, licenses and approvals required with respect thereto by any and all federal, state or local governmental authorities having jurisdiction thereof, and all such Work shall be done in a good and workmanlike manner, of new materials of a high grade and quality free from defect, and done in accordance with plans and specifications prepared by a competent engineer and/or architect licensed in the State of Connecticut submitted to and accepted by Lessor (in its discretion) prior to any commencement of the Work, and be in compliance with all building, zoning and other applicable requirements of such federal, state and local authorities having jurisdiction thereof, and, prior to occupancy or use of the Work, Lessee shall procure certificates of occupancy and all other approvals, if any, required by law. All materials, labor, services, equipment, and other costs of the Work shall be fully and promptly paid for by Lessee, and any and all debts, lis pendens, claims, mechanics liens, attachments or other encumbrances affecting the Property arising, filed or recorded with respect to the Work shall be paid in full or otherwise discharged within ten (10) days next following any assertion of any claim therefore or any filing or recording of the same against Lessor, the Property or both.

C. Prior to commencement of the Work, Lessee at its expense shall obtain, or cause to be obtained the following insurance coverages naming Lessor, its property manager and mortgagee as additional insured; and maintain such coverages throughout the duration of the Work: (i) worker's compensation insurance (in accordance with applicable governmental authorities), covering all persons participating in the Work, whether as

employees, contractors, tradesmen, independent contractors or otherwise; and (ii) add to its commercial general liability coverage “premises liability”, “builder’s risk”, “contractual liability”, “contractor’s liability”, “property damage liability”, and “completed operations coverage”, and also obtain from its contractors undertaking the Work the same coverages naming Lessee, Lessor, Lessor’s property manager, and Lessor’s mortgagees as “additional insureds”, all obtained from carriers and in amounts or minimum limits acceptable to Lessor.

D. The Lessee shall pay the amount of any increase or increases in premiums with respect to any insurance coverages carried by Lessor as to the Property occurring on account of the Work and complete such Work free and clear of all lis pendens, liens, debts, claims, attachments and other encumbrances, in accordance with engineered plans and specifications therefore.

10. EXTERIOR AREA MAINTENANCE

At its cost and expense throughout the duration of this Lease, as additional rent hereunder, Lessee shall cause to be performed any and all work and services for the maintenance, care, repair, management and operation of the parking lots, sidewalks, landscaped areas and other exterior areas of the Property, (hereafter the “exterior area maintenance”), including, without limitation, drainage, curbs, curb cuts, driveways, parking areas, sidewalks, lawns, grass strips, shrubs, landscaping, pedestrian walks, signage, parking area lighting, and other portions of the Property designated from time to time or at any time as “exterior areas” of the Property. The activity as to which such costs and expenses shall be incurred shall include and not be limited to removal of snow and ice; salting; sanding; sweeping; the removal of such salt and sand; removal of litter, debris, refuse, and garbage; patching, striping and/or sealing of blacktop areas; traffic control; security; signage now or hereafter displayed by Lessor; exterior area lighting; real estate taxes and

insurance as to exterior areas; repairs; black topping; curbing; landscaping; watering; expansion or replacement of landscaping; painting of building exteriors; management of the procurement and performance of the foregoing services; and other activities reasonably necessary, appropriate or proper as to the Property to maintain it in good repair and good, orderly and sightly condition.

11. SURRENDER OF THE PROPERTY

Upon expiration or any earlier termination of the Lease, Lessee shall peaceably and quietly surrender the Property, the Land, the Building and the other Improvements thereon, to the Lessor, broom clean and with all of its portable personal property removed, including all buildings, repairs, improvements, alterations, replacements and additions constructed, erected, added or placed thereon by the Lessee, in as good condition and repair as at the commencement of the Lease, reasonable normal wear and tear excepted, together with all annual rent and additional rents fully paid and satisfied to the date of Lessee's removal from the Property or the date of the scheduled expiration of the Lease heretofore provided, whichever is last to occur. In the event Lessee holds over beyond such date, it shall be liable for and pay to Lessor weekly, a sum for such holdover use and occupancy in an amount equal to three (3) times the rate of the annual rent most recently paid, payable in twelve successive equal monthly installments on the first day of the holder in advance, plus all additional rents applicable or in effect hereunder during the period of such holdover. Acceptance of such payments shall not bar or limit Landlord from exercising all remedies to remove Tenant from the premises and do not constitute a waiver of any rights or remedies of Lessor under the Lease to remove Lessee from the Property, recover the same. And recover from Lessee damages under the Lease at law or equity, or both.

If Tenant holds over for more than 60 days, Landlord may elect to, and Tenant shall be bound and deemed to have agreed to, have extended the Term

of this Lease for five (5) calendar years next after the beginning of the holdover, all at the increased rate of the annual rent payable during the last year of the scheduled duration of this Lease plus respective 3% annual cumulative increases in that rate of rent each respective year of that five (5) year extension.

12. DAMAGE OR DESTRUCTION

In case of any damage to or destruction of the Property by fire, Lessee shall to the full extent of the fire loss proceeds made available to it by Lessor or the mortgagee or mortgagees of the Property, as the case may be, repair, rebuild or restore the Property to a condition reasonably similar to that existing next prior to the occurrence of such loss, provided there remains at least two (2) full years remaining as to the unexpired duration of this Lease as of the date of the loss. Notwithstanding the foregoing covenant, Lessee shall at its expense concurrently with such a rebuilding, replace, restore or reinstall all personal property and alterations of Lessee which were installed at the Property prior to such loss, and this Lease shall remain in full force and effect without any interruption or abatement of annual rent or any additional rents, except to the extent of the proceeds received by Lessor from the Business Interruption or Loss of Income insurance coverages heretofore referred to. In the event the Property was rendered unusable by reason of a loss occurrence occurring any time within two (2) years next prior to of the expiration of this Lease, Lessee may also elect to rebuild and restore the Property under the foregoing terms and conditions, provided it obtains an extension of the Term of this Lease, but if Lessee elects not to remedy such damage, this Lease shall expire as of the date of that loss, except that Lessee shall be responsible to pay, and shall pay, to Lessor any and all sums owing under the Lease as annual rent, additional rent or otherwise up to the date of its removal from the Property or such loss occurrence, whichever is last to occur, and Lessee shall remove itself and any remaining personalty of Lessee from the Property no later than ninety (90) days next following such loss occurrence.

13. CONDEMNATION

A. If the whole of the Property shall be taken for any public or quasi-public use under any statute or right of eminent domain, condemnation, or purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession of the Property be taken by the taking authority. The entire amount of all awards as to such taking shall belong to Lessor, except that Lessee may assert any claim for moving expenses which does not diminish in any way the award or awards payable to Lessor, its mortgagees or its assigns as to such taking of the Property.

B. If any part of the Building comprising the Property shall be so taken as to render the remainder thereof impractical for the purposes of conducting the business of Lessee in the good faith mutual opinion of the parties Lessee to this Lease, or if access to and from the Property and an adjoining public street be taken and a reasonable substitute access way not be provided, or if one half or more of the parking spaces serving the Property as of the date hereof be so taken and a reasonable substitute therefore not be provided, then the Lessee shall have the right to terminate this Lease on prior written notice to the Lessor given by Lessee no less than thirty (30) days nor more than ninety (90) days after the date of such taking and Lessee shall pay to Lessor all annual rent and additional rent to the date of such termination, and remove itself and all of its portable personal property from the Premises on or before such date of Termination. In the event that this Lease shall so terminate or be so terminated as of a date other than the last day of a calendar month, the annual rent and additional rents shall, if and as necessary, be pro-rated and adjusted at a per diem rate between the parties to the Lease to the date of such termination, and Lessee's obligation therefore paid to Lessor together with the foregoing written notice given by Lessee to terminate the Lease.

C. If any part of the Property shall be so taken and this Lease shall not terminate or be terminated under the foregoing provisions of this Lease, then the annual rent shall be reduced according to the percentage borne by the square footage of the floor area of the space so taken to the street floor area of the Building existing prior to the taking, and the Lessee shall restore the remaining portion of the Property to the extent necessary or possible to render it reasonably suitable for Lessee's operation of a bank branch as determined by Lessee in good faith in its reasonable discretion, provided and to the extent that the Lessor and the mortgagees of the Property make available to Lessee the proceeds of the taking award for the purposes of such restoration, and provided that if such proceeds are not so made available, Lessee may either pay such costs and expenses at its expense, or the Lessee may elect to surrender and vacate the Property in prior written notice to Lessor to that effect, in which event this Lease shall terminate without liability to either party upon Lessee so surrendering and vacating the Property but Lessee shall pay all annual rent and additional rent to the date of such removal.

D. If the temporary use of the whole or any part of the Property shall be taken by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Lessee and those authorized to exercise such right, Lessee shall give prompt notice thereof to Lessor, and the duration of this Lease shall not be reduced or affected in any way, Lessee shall continue to pay in full the annual rent, additional rents and other charges herein reserved without reduction or abatement, and Lessee shall be entitled to receive for itself any award or payment made for such use.

14. ASSIGNMENTS & SUB-LEASES

A. Except as hereinafter otherwise provided, throughout the duration of this Lease, the Lessee shall not sell, assign, mortgage, pledge or otherwise dispose of this Lease or the Lessee's interest in this Lease nor shall Lessee sublet all or any portion of the Property, except for an assignment to a financial

corporation owning or controlling Lessee, which has a financial condition at least equal to that of Lessee next prior to such occurrence and has been granted all governmental licenses and approvals required by State and Federal authorities to use the property and premises for the purposes described in provision “2” of this Lease, but no such assignment shall relieve Lessee from any liability or obligation under this Lease.

15. DEFAULTS & REMEDIES

A. Each of the following events or occurrences shall be considered an event of default (hereafter “Event of Default”), under this Lease:

(1) A default by Lessee in the due and punctual payment of annual rent or additional rent payable under this Lease when and as the same becomes due and payable, not cured within ten (10) days next after written notice from Lessor as to the same, (no written notice being required after two (2) such defaults occur during any five (5) year period); and notwithstanding anything to the contrary contained in this Lease, in the event any installment of the annual rent is not paid within such cure period, interest shall accrue on the unpaid amount from the first day of such calendar month and be payable by Lessee to Lessor on demand at the rate of prime plus 3% per calendar month or any part thereof (as published or broadcast in the Wall Street Journal or other financial media or cable outlet) during which such default remains uncured, and Lessee shall also be liable for and pay to Lessor on demand the sum of Twenty-Five Dollars (\$25.00), as to such default as a late charge for the increase in rent collection efforts resulting from such default;

(2) A default by Lessee in the performance or observance of any other covenants, terms or conditions contained in this Lease, (other than those referred to in “15.A.(1)” above), which continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee; except that if such a default cannot be cured with due diligence within twenty (20) days, the time to cure the same shall be extended for the time necessary to cure the same with due

diligence, upon the condition that Lessee commences promptly after occurrence of such default to cure it and proceeds diligently to complete such curative action without interruption or delay; provided that if Lessor elects to exercise its remedy to terminate the Lease by reason of the Lessee's failure to cure such a default, it shall inform lessee thereof by written notice, granting Lessee a further 20 days to cure such default; or.

(3) Any debtor's relief sought by or against Lessee including without limitation, a voluntary or involuntary petition in bankruptcy, the adjudication of Lessee as a bankrupt or insolvent, the abandonment of the Lease or the Property by Lessee, institution of any action or proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, or dissolution as to Lessee under any federal or State law, or the seeking or suffering by Lessee of any appointment of any trustee, receiver, conservator, or liquidator of Lessee or of all or any substantial part of its assets or of the Lease hereunder; or

(4) Commencement of any involuntary proceeding against Lessee for debtor's relief as aforesaid, which is not determined in Lessee's favor or dismissed within sixty (60) days from the commencement or institution thereof.

B. On or after the occurrence of any such Event of Default, Lessor may exercise any or all of the following remedies, each of which shall be cumulative and in addition to and not in substitution of any and all other remedies of Lessor at law, equity, or both:

(1) to terminate this Lease upon a date designated by Lessor, in which event the Initial Term or extension period then in effect shall terminate on the date specified in such notice without liability to Lessor, and, subject to the provisions of Section "15 D" through "15 E" below, this Lease and all rights of Lessee under this Lease shall thereupon expire and terminate, but all remedies of Lessor hereunder against Lessee shall survive;

(2) to terminate Lessee's right to occupy and possess the Property, but not terminate the Lease, in which event Lessor may enter and relet the Property to mitigate, as the case may be, in whole or in part any damages, losses, costs or expenses suffered or reasonably anticipated to be suffered by Lessor as a result of Lessee's default, and to apply any and all sums received to the costs and expenses of renovating and repairing the Property, preparing the Property for reletting, advertising the same for lease, paying brokers fees for renting the same, reimbursing itself for any or all sums owed by Lessee hereunder, paying itself interest on all sums owed at the maximum legal rate, and advancing to itself the annual rent and additional rents becoming due up to the scheduled expiration date of the Lease first set forth above;

(3) to enjoin any default or threatened default;

(4) to require Lessee to specifically perform its obligations under the Lease;

(5) to undertake summary proceedings under the Connecticut law to remove Lessee and its personalty from the Property;

(6) to recover damages for any and all losses, costs and expenses incurred or paid by Lessor by reason of Lessee's default or defaults and the foreseeable consequences thereof, including, without limitation, reasonable attorney's fees and all expenses of enforcing Lessor's rights under this Lease; and

(7) to exercise any and all other remedies available against Lessee under the Lease and at law, equity or both, or

C. At any time or from time to time after any termination of the Lease or termination of Lessee's right of possession, use or occupancy of the Property, Lessor may re-let the Property or any part thereof, in the name of Lessor or otherwise, for such duration or period, (which may be greater or less than the period which would otherwise have constituted the balance of the Initial Term or any extension period under this Lease), and on such terms and conditions

as Lessor in its uncontrolled discretion may determine; and Lessor may collect and receive the rents, additional rents, and all other sums therefore. Lessor shall exercise reasonable efforts to re-let the Property, and Lessee shall be entitled to a credit against its total liability under this Lease in an amount equal to any rent collected by Lessor from such reletting during the balance of the then scheduled duration of this Lease.

D. No termination of this Lease by Lessor by reason of Lessee's default shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, whether or not the Property or any part thereof shall have been re-let, Lessee shall pay to the Lessor and be obligated for the annual rent, additional rents, and all other charges required to be paid by Lessee up to the date of such termination of this Lease, and, thereafter, Lessee until the end of what would have been the then existing term of the Lease in the absence of such termination, shall be liable to Lessor, and shall pay to Lessor:

(1) an amount equal to the amount of the annual rent, the additional rents, and other sums which would have been payable under this Lease by Lessee until the end of the then existing term of the Lease, if this Lease were still in effect;

(2) minus the balance of proceeds of any reletting received by Lessor remaining after deducting all of Lessor's expenses paid or incurred in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal costs and expenses, reasonable attorney's fees, tenant fit-up costs required to re-let the Property by a successor tenant, and expenses of preparation for such reletting.

E. Lessee shall pay such amounts described in subparagraph "D" above to Lessor monthly on the first day of each calendar month on which monthly installments of the annual rent were payable under this Lease as if this Lease were still in effect, and Lessor shall be entitled to recover from

Lessee at any time or times the amount thereof incurred but not paid during any or all prior periods. At any time after any such termination, whether or not Lessor shall have collected any damages as aforesaid, Lessor at its election, exercised in its discretion, shall be entitled to recover from Lessee and Lessee shall pay to Lessor on demand as and for liquidated and agreed final damages for Lessee's default the unpaid annual rent plus all additional rent reserved hereunder for the unexpired portion of the Term or Extension Term then existing

F. Lessee hereby acknowledges that this Lease constitutes a commercial transaction and Lessee expressly waives, to the extent permitted by law, the service of any notice of intention to re-enter the Property provided for in any statute and the service of any notice of the institution of legal proceedings against Lessee to that end, and Lessee for and on behalf of itself and all persons claiming through or under Lessee, (including but not limited to its creditors), also waives any and all right of redemption or re-entry or re-possession or to restore the operation of this Lease in case Lessee shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or re-possession by Lessor or in case of any expiration or termination of this Lease. The terms "enter," "re-enter," "entry", or "re-entry", as used in this Lease, are not restricted to their meaning in statutes or case law.

G. No failure by Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy with respect to a default hereunder, and no acceptance of all or any portion of the balance of annual rent remaining to be paid for the remainder of the then existing term of the Lease, and no acceptance of all or any portion of any monthly installments of rent or any other sum payable under this Lease by Lessee during the continuance of any such default, shall constitute a waiver of any such default, any other default or any repetition of such default or other default or of any other covenant, agreement, term, or condition. No covenant,

agreement, term or condition of this Lease to be performed or complied with by Lessee, and no default thereof, shall be waived, altered or modified except by a written instrument executed by Lessor. No waiver of any default shall be effective or enforceable unless in writing signed by the party granting the waiver, and no waiver in writing or otherwise shall affect or alter any right of Lessor under this Lease as to any subsequent, other, or prior event of default; but each every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

H. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity, whether by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity by statute or otherwise.

16. NOTICES

Any notice referred to in this Lease shall be in writing and shall be sent by certified mail; commercial overnight express delivery service; or hand delivered; to the address of the party to whom the notice is to be given, as designated by such party from time to time in writing. The Lessor hereby designates "200 Pratt Street, Meriden, CT 06450" as its address for notices. The Lessee hereby designates 6 North Main Street, (Suite 202), Wallingford, CT 06492 as its address for notices.

17. LITIGATION

Any disagreement between the parties with respect to the operation, interpretation or enforcement of this Lease or the obligations of the parties herein which is not resolved amicably by the parties herein shall be determined by litigation instituted in the Superior Court situated in the State of Connecticut, County of New Haven, City of Meriden only, and this covenant and agreement is a material part of the consideration for each of the parties herein to enter into this Lease. The party in whose court final judgment is rendered shall be entitled to recover from the other "reasonable attorneys fees and out-of-pocket costs and expenses paid or incurred to enforce its rights, remedies, in defenses as to such litigation.

18. INDEMNIFICATION

A. Lessee at its expense shall defend, hold harmless and indemnify the Lessor and its mortgagees (if any) as to the Property from and against any and all claims, causes of action, proceedings, judgments, appeals, damages, costs, expenses, and reasonable attorneys fees, pertaining to any personal injury or death to persons or damage to or destruction of property, real or personal, at or about the Property resulting from the acts, omissions or negligence of said Lessee or its officers, agents, employees, business invitees, contractors, tradesmen, customers, guests, sub-lessees, or any other occupant under its control.

B. Lessee at its expense shall also defend, indemnify and hold Lessor and its mortgagees, if any, harmless from and against any and all liability, cost, expense and loss as a result of any or all of the following:

(a) failure by said Lessee to perform any covenant required to be performed by the Lessee under this Lease;

(b) any injury or death to persons, and damage or destruction of property which occurs at or about the Property by reason of the acts, omission or negligence of Lessee or its employees, agents or invitees;

(c) failure by Lessee to comply with any requirements of any governmental authority affecting the Property on its part to be complied with hereunder;

(d) the filing or recording of any mechanic's lien, security agreement, lis pendens, attachment, garnishment or other remedy against the Property or any equipment therein, or against Lessee, or against any materials used in the construction or alteration of any building or improvement at the Property, by reason of the acts or omissions of said Lessee, its employees, contractors, tradesmen or others under its employment or control.

C. Lessor at its expense shall defend, hold harmless and indemnify Lessee as to the Property from and against any and all claims, causes of action, proceedings, judgments, appeals, damages, costs, expenses and reasonable attorneys fees, pertaining to any personal injury or death to persons, or damages to or destruction of property, real or personal at or about the Property resulting from the acts, omissions or negligence of Lessor or its officers, agents, employees, contractors, tradesmen or others under its control.

19. LESSOR'S RIGHT OF SELF-HELP

If the Lessee shall at any time fail to pay any amount in accordance with the provisions of this Lease, or shall fail to take out, keep in force, or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any of its other obligations under this Lease, then, without waiving or releasing the Lessee from any obligation of the Lessee contained in this Lease, after notice to Lessee required under other provisions of this Lease, if any, and failure of Lessee to cure or remedy such default within that notice or grace period, Lessor in its discretion may, (but shall be under no obligation to), pay

any amount payable by the Lessee hereunder, take out and maintain any insurance policy provided for hereunder, and perform any other act required to be performed by the Lessee hereunder, and recover any and all costs and expenses of the same from Lessee with interest, at an annual rate three percent (3%) in excess of the "prime rate" or "base rate" described in The Wall Street Journal published as or when such costs or expenses were incurred, for a period from the date of Lessor's expenditure to the date of full payment thereof by Lessee. The Lessor may exercise any and all remedies at law, equity, or both to recover such sum together with reasonable attorney's fees and all other costs and expenses incurred or paid by it to enforce such remedy.

Notwithstanding anything in this Lease to the contrary, the Lessor's recovery from Lessee shall not be limited, (in the proof of any damages which the Lessor may claim against the Lessee by reason of the Lessee's failure to provide and keep insurance in force), to the amount of the insurance premiums not paid or incurred by the Lessee for such coverages. The Lessor shall also be entitled to recover as damages for such default, all amounts paid or incurred, by Lessor to repair or restore the Property during such period whether or not necessitated by occurrence of an insurable loss, and to defend any claim or cause of action asserted against Lessor or the Property as to the loss event, and to satisfy any settlement or judgment, together with damages, attorneys fees, and costs and expenses of any appeal therefrom, asserted or obtained against Lessor or the Property during any period when the Lessee shall have failed or refused to provide and maintain in force any type of insurance coverage required of it under this Lease.

20. REPAIR OR REMOVAL

If, in the course of any removal of any personal property of Lessee from the Property at any time the Property is damaged or destroyed in whole or in part, Lessee at its expense shall repair and restore the Property as nearly as possible to the condition existing next prior to the date of such removal of personal property.

21. LESSOR'S EXCULPATION

The parties herein agree that neither Lessor nor its employees, agents officers, directors, members, or representatives any of its mortgagees shall have or be subject to any recourse liability for, or be subject to suit for, any claim, cause of action, damage or injury assertable hereunder or at law, equity or both by Lessee against Lessor or those under its control. Any such claim, cause of action, damages, or injury shall be assertable, collectible or recoverable, if at all, only against Lessor's interest in the Property only, by a suit in rem against the Property in the Superior Court situated in the State of Connecticut, County of New Haven and City of Meriden, and not by any suit or proceeding against Lessor.

22. MISCELLANEOUS PROVISIONS

The parties acknowledge and agree that (a) this Lease has been negotiated and entered into in the State of Connecticut; (b) it shall be interpreted under and governed by the laws of the State of Connecticut; it constitutes the entire agreement of the parties as to the Property; (c) it may be amended or modified only by a written instrument signed by both parties; (d) it shall be binding upon and inure to the benefit of the parties herein and their respective heirs, successors and assigns; (e) time is of the essence as to all provisions of this Lease, but said "time" shall be calculated in accordance with the provisions of sub-paragraph "15 A (1), "15 A (2)" and "15 A (4)" of this lease;

(f) in the event of any litigation between the parties as to the Property or this Lease, such litigation shall be instituted and tried only in the Superior Court of the State of Connecticut, in the County of New Haven, sitting in the City of Meriden, and covenant as to the venue of such litigation constitutes a material part of the consideration for the parties to enter into this Lease; (g) any captions or index comprising a part of this instrument is supplied only for the convenience of the parties herein and their respective successors and assigns, and has no legal force or effect whatsoever; (h) the parties agree that Lessee at its expense shall comply with any and all federal, state, or local requirements presently existing or hereafter established throughout the duration of this Lease affecting use, occupancy, or possession of the same by Lessee, whether ordinary or extraordinary, structural or nonstructural; (i) references in this Lease to the singular or plural, references to any gender, and references to any tense of any verb, shall be deemed to mean and refer to any other number, (plural or singular), any other gender, and any other tense, when the sense of the written text reasonably requires the same (j) any number of Lease instruments in a form and text identical hereto containing the entire text of this instrument, and all Schedules and Exhibits hereto, if any, may be duly pen signed and executed by the parties and each of the same shall constitute an original of the Lease for any purpose; (k) neither this instrument nor any original Lease instrument shall be recorded, but at the request of either party, a memorandum or notice of this Lease complying with the requirements of the Connecticut General Statutes may be mutually executed in recordable form and recorded at the expense of the party requesting the same, provided copies are distributed to each party and Lessor's mortgagee (if any).

23. SIGNS

Lessee at its expense shall be entitled, subject to applicable governmental authorities, to furnish, erect and maintain at least one (1) sign on the Building comprising a part of the Property and a free standing pylon

sign in front of the Building near the curb line of the land comprising a part of the Property, provided Lessee at its expense complies with all of the following terms and conditions:

(a) That each sign shall be designed, constructed, maintained and displayed in a manner, of such materials, and in a location first approved by Lessor in writing, and complying in all respect with applicable federal, state, and local governmental requirements and authorities. If a sign of a former tenant of the Property is presently displayed at either or both of the foregoing locations, such location is approved, subject to the condition that Lessee, at its expense, restores, displays and maintains each sign with its own fascia in good repair and in a good sightly appearance.

(b) That each such sign be made of materials of high quality and high grade, be constructed and erected in a good and workmanlike manner by experienced and qualified tradesmen or contractors first approved by Lessor in writing.

(c) That Lessee fully pay any and all costs, expenses and charges for all labor, materials, equipment, services and tools involved, furnished or utilized in the construction, erection and maintenance of such sign, within the terms of such invoices or billings for the same; and Lessee shall remove any liens or attachments recorded or filed with respect to the Property or Lessor by anyone as to any of the same within ten (10) days of any recording or filing thereof.

(d) That each sign shall be maintained at all times in good working condition and in good repair, including, without limitation, any and all fascia, frames, electric wiring, lettering, coloring, neon tubing, lamps or other illumination, mountings, pylons, braces, waterproof seals, and caulking.

(e) That prior to any erection or public display of any such sign, Lessee shall comply with, obtain and keep in valid force and effect at all times any and all sign permits, licenses, approvals, electrical permits and other approvals required to be obtained from any and all federal, state and local governmental agencies or authorities having jurisdiction as to signs, the

Property, or erection of signs at the Property, and also comply with all insurance coverage requirements as to the coverage of such signs with respect to liability, property damage and hazard loss insurance to be carried as to the Property by Lessee under this Lease.

24. SUBORDINATION/ESTOPPEL

A. This Lease and all sub-leases, (if any), entered into by Lessee as to the Property, are each subject and subordinate to existing mortgages and other matters of record granted by the owner of the Property up to the date hereof, and shall also be subject and subordinate to any and all other or further mortgages, ground leases or encumbrances granted by Lessor as to the Property after the date hereof, and to any and all modifications, extensions, hypothecations, renewals, assignments, changes, amendments, substitutions and refinancing of any or all of the same and to all ground leases, assignments of leases, security agreements, or pledges, made by Lessor with respect to any and all portions of the Property after the date of this Lease, provided the holder thereof grants to Lessee a Non-Disturbance Agreement described in "24 B" below.

B. At Lessor's request, from time to time or any time or times, Lessee shall execute and deliver to Lessor or its designee, within ten (10) days after submittal by Lessor of the same to it, and without fee or charge of any kind, any and all non-disturbance agreements, subordination agreements, and attornment agreements, estoppel letters, or other such documents to: (i) evidence or perfect the priority of interests of Lessor or such encumbrancers (or all of them) in and to the Property; (ii) evidence the performance by the parties of their respective obligations under the Lease; or (iii) evidence the subordination of this Lease to any and all mortgages, ground leases, assignments of leases, pledges and security agreements and to any and all modifications, extensions, hypothecations, additions, renewals, assignments, changes, amendments, substitutions, and refinancing of any or all of the same

hereafter granted by Lessor; and shall also attorn to the respective holders of any such encumbrances at Lessor's request, provided Lessor obtains for Lessee from that respective encumbrancer an agreement, (hereafter a "Non-Disturbance Agreement"), in writing which provides in substance that as long as Lessee performs the obligations of this Lease on its part to be performed as described in the Lease, such encumbrancer shall not terminate this Lease in the event it exercises any remedy against Lessor to terminate or limit Lessor's interest in the Property or to enforce any of its rights or remedy against Lessor.

25. ENVIRONMENTAL CONCERNS

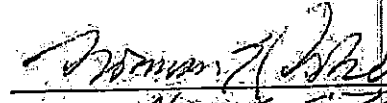
A. Lessor at its expense shall defend, hold harmless and indemnify Lessee from and against claims, causes of action or proceedings of any governmental agencies, (state, local or federal), instituted to effect remediation of contamination or pollution of the Property by hazardous waste, toxic substances or other substances or materials required to be remediated under any state or federal law, as a result of events or conditions in or at the Property existing prior to the date of this Lease.

B. Apart from Lessor's responsibility for the first ten (10) years of the duration of the Lease for the maintenance of the oil tank and its replacement, Lessee at its expense shall defend, hold harmless and indemnify Lessor from and against claims, causes of action or proceedings of any governmental agencies (state, local or federal), instituted to effect remediation of contamination or pollution of the Property by hazardous waste, toxic substances or other substances or materials required to be remediated under any state or federal law, as a result of events or conditions in or at the Property occurring on or after the date of this Lease.

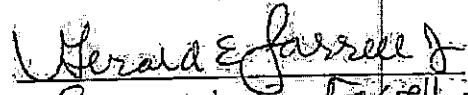
Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix A, Section C, #34, Copy of lease for 1295 East Main Street, Meriden, CT 06450

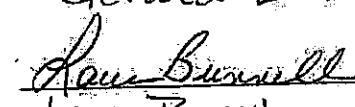
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their respective duly authorized officers or representatives the day and year first above written.

WITNESS




Ashley Petrafussi
Ashley Petrafussi



Gerald E. Farrell, Jr.



Laura Bunnell

LESSOR:
COMMERCIAL REAL ESTATE HOLDINGS LLC
by its Manager,
CARABETTA ENTERPRISES, INC.

By 

Joseph P. Carabetta
Treasurer

LESSEE:
Hancock Wellness Center, LLC


By 

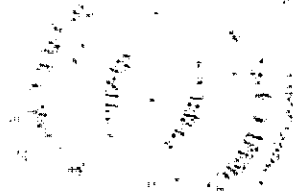
Name: Adam Stern
Title: CEO

STATE OF CONNECTICUT)
) *Wallingford*
) ss: Meriden, September 16, 2015
COUNTY OF NEW HAVEN)

On this 16th day of September, 2015, before me, Laura Bunnett
the undersigned officer, personally appeared Adam Stein, who
acknowledged himself to be the Hancock Wellness Center, LLC., a Connecticut
limited liability company, and that he as such Officer, being authorized to do
so, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as his free act and deed and the
free act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand.

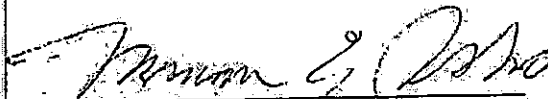

Laura Bunnett (Notary Public)
My Commission Expires: 3/31/2016



STATE OF CONNECTICUT)
) ss.: Meriden, September 16th, 2015
COUNTY OF NEW HAVEN)

On this 16th day of September, 2015, before me, Norman S. Isko, the
undersigned officer, personally appeared Joseph F. Carabetta who
acknowledged himself to be the Treasurer of Carabetta Enterprises, Inc., acting
in its capacity of Manager of Commercial Real Estate Holdings LLC, and that
as such officer being authorized so to do, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by
himself as Treasurer in its capacity as Manager of said limited liability
company as his free act and deed and the free act and deed of such corporation
and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand.


(Notary Public)

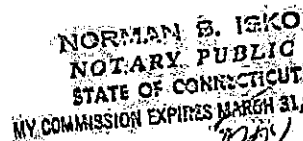


EXHIBIT "A"

ALL THAT CERTAIN PARCEL OF LAND WITH BUILDINGS AND IMPROVEMENTS LOCATED THEREON AS SHOWN ON A CERTAIN MAP ENTITLED "ALTA/ACSM LANDTITLE SURVEY PROPERTY OF CARABETTA ENTERPRISES INC. 1295 EAST MAIN STREET COUNTY OF NEW HAVEN MERIDEN, CONNECTICUT SCALE 1"=20' DATE 08/08/07, ON FILE IN THE MERIDEN LAND RECORDS AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF RESEARCH PARKWAY, WHICH POINT IS LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF EAST MAIN STREET AND THE EASTERLY LINE OF RESEARCH PARKWAY AND WHICH POINT MARKS THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL, THE LINE RUNS;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00', A DELTA OF $85^{\circ}-28'-35''$ AND AN ARC DISTANCE OF 104.96' ALONG THE SOUTHERLY LINE OF EAST MAIN STREET TO A POINT;

THENCE N $87^{\circ}-24'-35''$ E ALONG THE SOUTHERLY LINE OF EAST MAIN STREET, A DISTANCE OF 134.14' TO A POINT;

THENCE S $13^{\circ}-48'-34''$ W ALONG LAND NOW OR FORMERLY OF THE MUFFREY TRUST, A DISTANCE OF 296.82' TO A POINT;

THENCE N $87^{\circ}-28'-34''$ E ALONG LAND NOW OR FORMERLY OF THE MUFFREY TRUST, A DISTANCE OF 57.17' TO A POINT;

THENCE S $13^{\circ}-48'-34''$ W ALONG LAND NOW OR FORMERLY OF LINDA YUM, A DISTANCE OF 35.94' TO A POINT;

THENCE N $78^{\circ}-26'-48''$ W ALONG LAND NOW OR FORMERLY OF JOSEPH CROWELL, A DISTANCE OF 55.00' TO A POINT;

THENCE S $15^{\circ}-25'-18''$ W ALONG LAND NOW OR FORMERLY OF JOSEPH CROWELL, A DISTANCE OF 37.00' TO A POINT;

THENCE N $78^{\circ}-24'-41''$ W ALONG LAND NOW OR FORMERLY OF JOSEPH CROWELL, A DISTANCE OF 123.75' TO A POINT;

THENCE N $01^{\circ}-30'-00''$ E ALONG THE EASTERLY LINE OF RESEARCH PARKWAY, A DISTANCE OF 208.84' TO THE POINT OR PLACE OF BEGINNING;

SAID PARCEL CONTAINS 1.24 ACRES OF LAND BY COMPUTATION.

TOGETHER WITH THE PARCEL DESCRIBED IN EXHIBIT A-1 NEXT FOLLOWING.

EXHIBIT "A-1"

ALL THAT CERTAIN PIECE AND PARCEL OF LAND SITUATED IN THE CITY OF MERIDEN, COUNTY OF NEW HAVEN, STATE OF CONNECTICUT, AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF RESEARCH PARKWAY AT THE INTERSECTION OF SAID LINE AND THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF MEADOW HAVEN, INC., AND THE NORTHWESTERLY CORNER OF THE PARCEL BEING CONVEYED HEREBY;

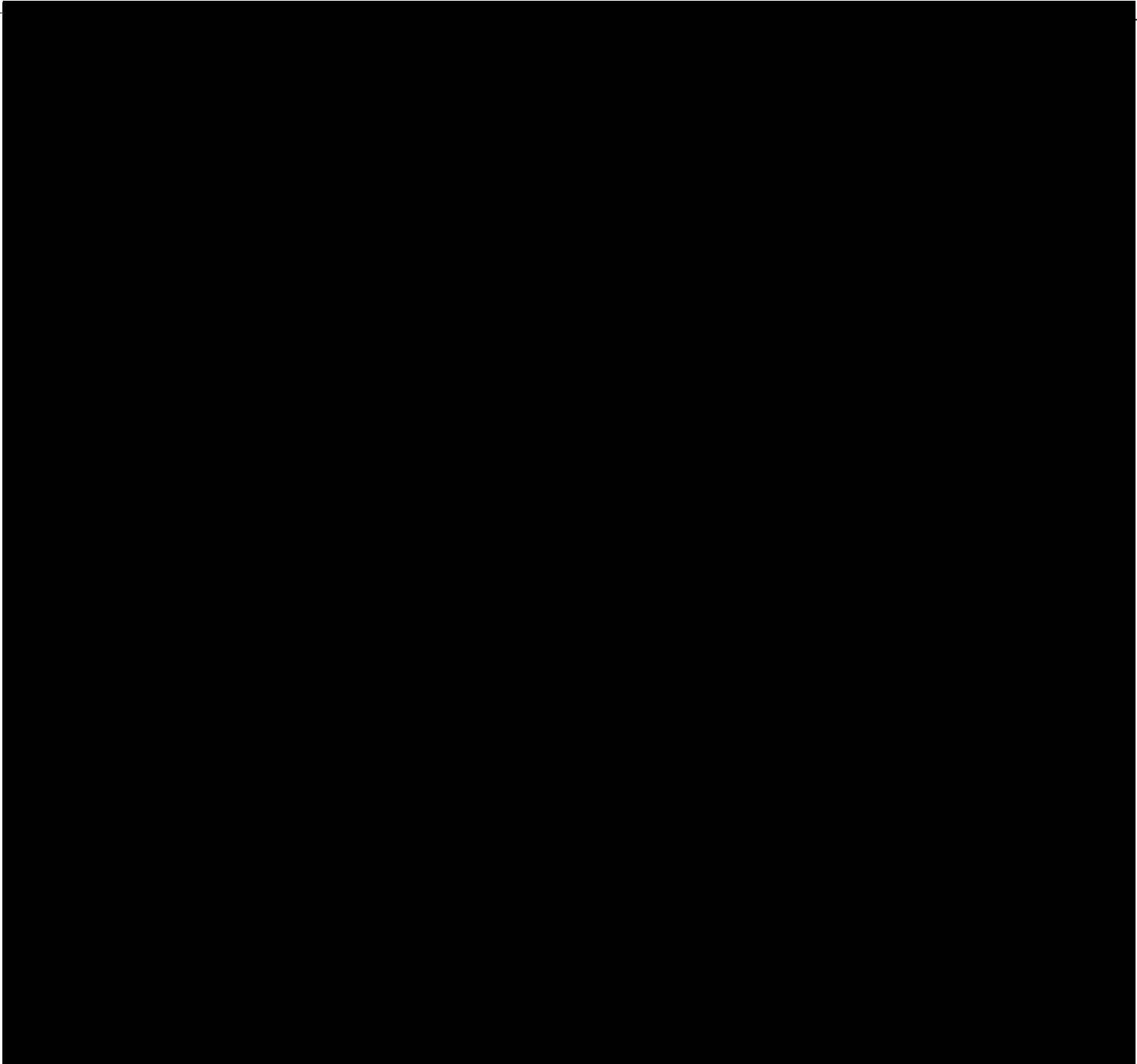
THENCE, S 79°-20'-16" E A DISTANCE OF 132.79 FEET ALONG SAID LANDS NOW OR FORMERLY OF MEADOW HAVEN, INC., TO A POINT;

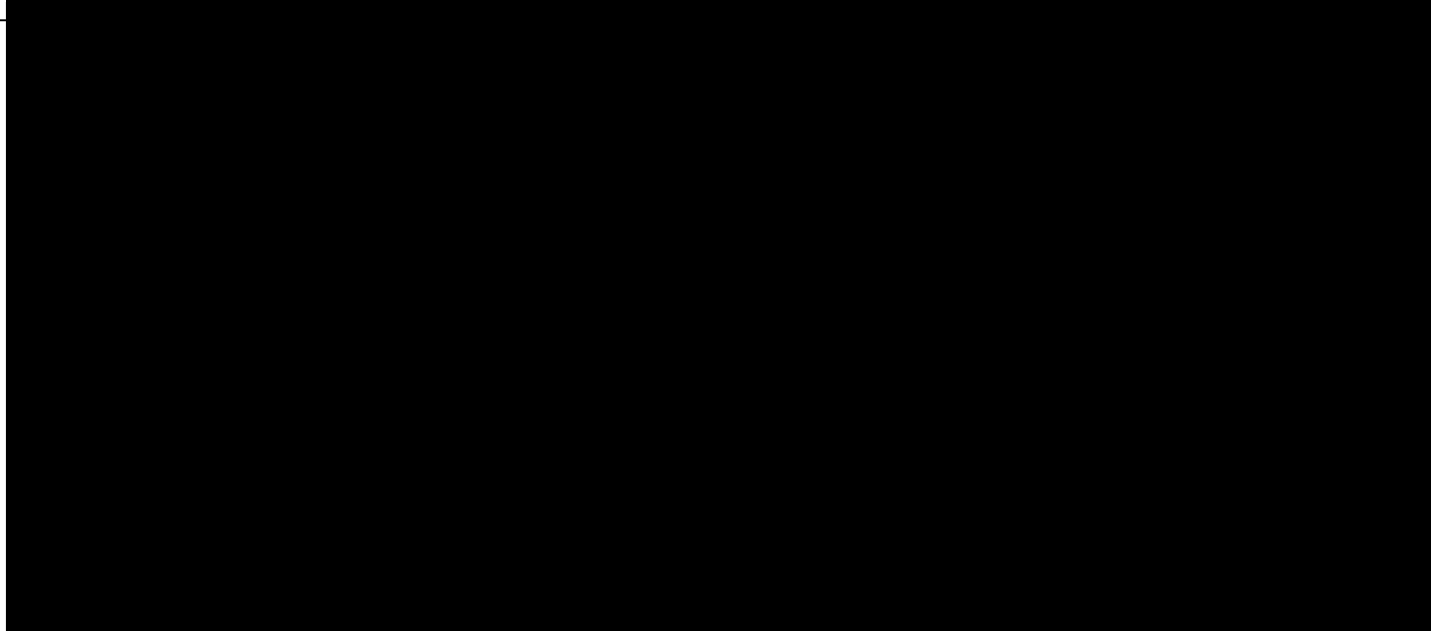
THENCE S 14°-29'-43" W A DISTANCE OF 37.00 FEET ALONG A PORTION OF THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF JOSEPH CROWELL TO A POINT ON THE EASTERLY LINE OF RESEARCH PARKWAY;

THENCE N 00°-34'-25" E ALONG THE EASTERLY LINE OF RESEARCH PARKWAY A DISTANCE OF 37.50 FEET TO THE POINT AND PLACE OF BEGINNING.

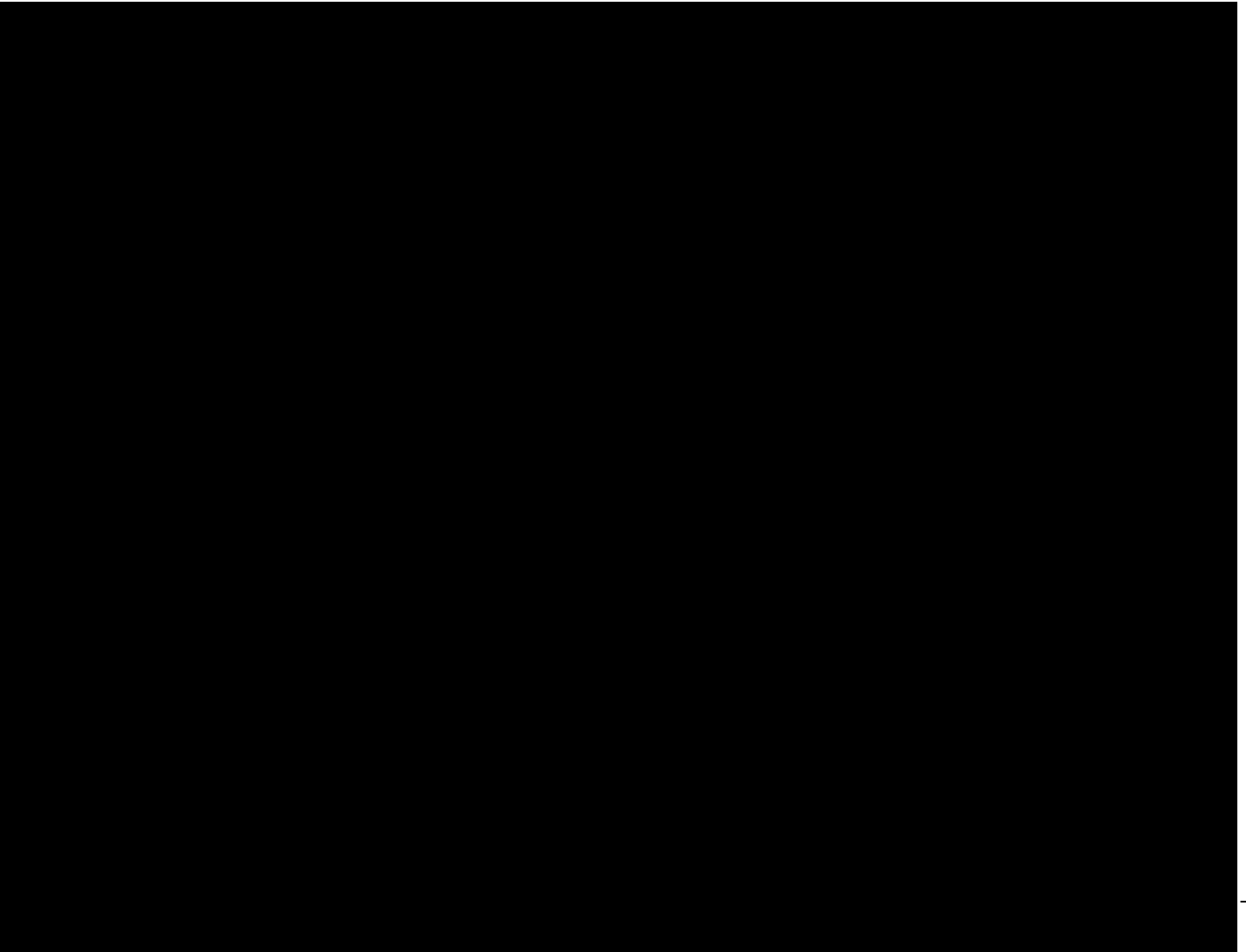
AS SET FORTH ON THE ATTACHED DRAWING.

Security Systems Specifications and Operation





EMPLOYEE ENTRY





PATIENT ACCESS

(4)Patients coming to the dispensary are by appointment only. A valid form of a government-issued photo ID is required. Upon the patient’s arrival to the entry point consisting of a Sally Port that is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a patient has arrived). The first floor security officer has a secondary monitor, again providing visual optimization and optical redundancy; the first floor security officer, at his post, can visually observe the patient approaching the Sally Port. The officer’s view is from behind a Ballistic Transparent Panel. The patient can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door to the Sally Port. Once the patient is inside the Sally Port, the officer releases the solenoid, then door (1) automatically locks and the interlock is restored. Then the Security Officer manually overrides the second door reader. This opens the second door, allowing the patient into the building. The Security Officer then releases the solenoid to access door (2), restoring the interlock in

the secure Sally Port. At this point the patient is required to produce their government-issued valid photo ID to the security officer; in return, the patient is issued a medical dispensary patient ID Badge which must be worn and visible at all times while in the facility. The patient is then greeted by Hancock Wellness Center staff personnel who can attend to their specific needs. Please note, patients are required to sign in and sign out with a time-dated written record. The patient returns their patient ID badge to the security officer upon signing out. Upon exiting the patient is physically escorted through the Sally Port, ensuring the patient leaves the facility. All written patient visitation logs are stored in a separate double locked file room where only authorized Hancock Wellness Center personnel have access.

(5) **NO VISITORS** are permitted in the facility. If there are ever any exceptions to this ruling then it would require prior approval from the DCP Commissioner or the Commissioner's Authorized Representative and coordinated with Site Security. Should this event ever occur, the visitor's access would be controlled and governed in accordance with the following procedure. A valid form of a government-issued photo ID is required. Upon the visitor's arrival to the entry point consisting of a Sally Port which is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a visitor has arrived). The first floor security officer has a secondary monitor, again providing visual optimization and optical redundancy; the first floor security officer, at his post, can visually observe the visitor; the visitor can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door of the Sally Port. Once the visitor is inside the Sally Port, the officer manually releases the solenoid allowing the first door (1) to relock. The officer then

manually overrides the second door reader. This opens the second door, allowing the visitor into the building. At this point the visitor is required to produce their government-issued valid photo ID to the security officer; in return, the visitor is issued a visitor ID Badge which must be worn and visible at all times while in the facility. **All visitors are escorted by a security officer at ALL times.** Please note, all visitors are required to sign in and sign out with a time-dated written record. The visitor returns their ID badge to the security officer upon signing out. Upon exiting the visitor is physically escorted through the sally port, ensuring that the visitor leaves the facility. All written visitor visitation logs are stored in a locked file cabinet inside the security station.

DELIVERIES FROM THE GROWER

(6)All deliveries to the facility are pre-scheduled and strictly controlled by onsite security personnel. During these deliveries, two additional security officers are required. All deliveries are received in the receiving compound located at the rear of the facility. (Refer to the site plan drawing for the exact location.)

The procedures for receiving are as follows and must be strictly adhered to without exception.

- 1) Onsite security personnel are notified of the estimated time of arrival of the shipment and **are on high alert.**

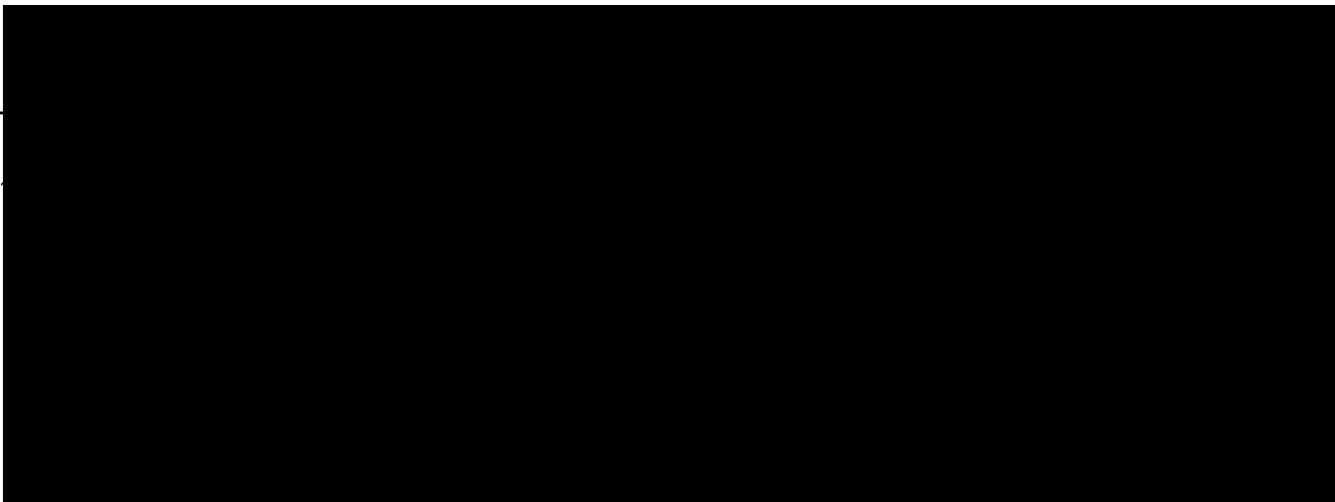
- 2) The grower's delivery driver(s) are required to proceed to the gated security receiving compound where they are physically met by no less than two (2) additional security personnel. The security officers at the receiving area are in radio communication with the second floor control center operator and the first floor security officer.

Once the driver has provided the proper identification, the security officer at the receiving area notifies the control center and authorizes the opening of the secured electronically controlled entry gate. Note that the exit gate remains closed and locked. The grower's delivery driver pulls in to the receiving area and the first gate automatically closes via an electronic control circuit in conjunction with a motion sensor and proximity detector identifying that the vehicle is in the correct position.

3) Once the vehicle and shipment are retained within the secure compound receiving area the **first floor security officer is notified**. The first floor security officer then escorts out the authorized Hancock Wellness Center person(s) to receive the shipment and verify the manifest. **All three (3) security officers** accompany the authorized Hancock personnel to the secure entry port leading to the vault area. NOTE: The receiving compound has continual visual monitoring via 3.0 megapixel cameras with an additional dedicated camera 3.0 megapixel; this camera is positioned as to monitor person(s) approaching the entry port. The entry port is equipped with a double redundancy entry key pad requiring two (2) cognitive actions: first, the electronic access card must be swiped and a separate PIN code must be entered by the Hancock authorized personnel, and only he or she has access to the entry port door PIN code. The port leads directly to the vault area. The vault is equipped with a separate and individual card reader and a keypad entry device where a separate PIN code (different from the entry port door) is required for entry. The product is now secured within the specialized containment area. The security officers are re-stationed once the shipment has been secured, exiting the containment area, with the first floor security officer returning to his/her post and the two remaining security officers returning to the receiving compound area. The authorized Hancock Wellness Center personnel can now enter the vault **which is on a secondary and separate alarm system dedicated**

solely to the vault. Using an electronic swipe card for access and a separate PIN code. Once the shipment has been secured in the vault the authorized Hancock personnel notifies the **first floor security officer** that the product is now secure. NOTE: The doors to the entry port are interlocked, ensuring that the vault cannot be accessed unless all port doors are secure and locked. Once this condition exists and the product has been secured, **the two security officers** in the receiving area are notified and the second floor control center operator opens the exit gate, allowing the delivery driver to exit the area. **The two security officers** remain in the secure compound area until the delivery vehicle has left and the interlocking gates are secured. Once the shipment has been **securely received, delivered, and stored**, the presence of these **two officers** is no longer required and they are relieved of their post. All cameras located in the secure port and vault area automatically provide individual 10-second clip downloads each time the door is accessed, providing a 3.0 megapixel positive ID image (PID) of any and all individuals entering the secure port or the vault. The interior of the vault is continually monitored with a 360° view 24 hours a day, 7 days a week.

(7) We have specified a total of [REDACTED] cameras using [REDACTED] to provide uniform illumination even in dark environments at OLUX. All external cameras have a frame rate of 30 images per second and an active pixel rating of 3.0 megapixels. A



(8)All cameras are recording 24/7 and the video storage has a design capacity calculated to be 60 days. The cameras are motion activated to ensure that recording space is maximized and to facilitate authorities and Hancock Wellness Center management/authorized personnel to forensically review surveillance video as needed. Any video segments required for investigative purposes can be identified and marked to prevent accidental erasure. Additionally, all surveillance video is watermarked to ensure that the recorded video maintains its integrity thus eliminating the possibility of tampering. Still frame images can be immediately retrieved and printed on to a high resolution printer greater than 9600 DPI located in the Security Operations Center. Video segments can be burned to a portable media device, DVD, CD, or flash drive and the burned copies are also rendered tamper proof by being watermarked and cannot be altered without detection. Burned copies can be viewed on most PC's without the need for additional or special software.

(9)The security system includes a **Duress Alarm** code incorporated into the perimeter alarm system to initiate a silent alarm to the Security Operations Center staff and to the Central Monitoring Station in the event that the alarm user is being forced to deactivate the system.

(10)The security system includes **5 Panic Alarm buttons** located in multiple locations in the dispensary and pharmacy to initiate an audible alarm to signal any life threatening or emergency situation requiring a Law Enforcement, Fire, or Emergency Medical response to onsite Security Staff. The signal is transmitted to the Central Monitoring Station.

(11)The security system includes **separate Hold-Up Alarm buttons** located in multiple locations in the Pharmacy area to initiate a silent alarm. The signal is generated by the manual activation of any of the hold-up buttons, thus signaling a robbery in progress. The silent alarm signal is transmitted to both the Security Operations Center and the Central Monitoring Station.

(12)The security system includes an **Automatic Voice Dialer** incorporated into the perimeter alarm system which transmits over a telephone line. The voice dialer will select the outgoing message based on the input signal designating the area/zone where the breach or fault was detected.

(13)The security system includes a comprehensive **Failure Notification System** that provides visual and text notifications of any failure or component failure in the surveillance system or Access Control System. The Failure Notification System provides an immediate alert of any such system failure(s) to designated Hancock Wellness Management Personnel and the Security Director and Central Monitoring Station.

(14)The security system includes the capability of producing a clear color still image greater than 9600 DPI from any of the 51 cameras (live or recorded). The equipment and dedicated printer are located in the Security Control Center on the second floor of the facility.

(15)The security system includes a total of **33 glass break detectors** supplied by Honeywell, Model FG-1625IT. These glass break detectors are incorporated into and are part of the Perimeter Protection Security System.

(16)The security system is designed to provide the time and date stamp to be imbedded in all recordings and synchronized with the Access Control System.

(17)The security system includes an uninterruptable power supply (UPS) for the surveillance and access control system to ensure that all security systems and components are never without power, even during a power outage. The UPS is fed by a 80 KW Emergency Generator System.

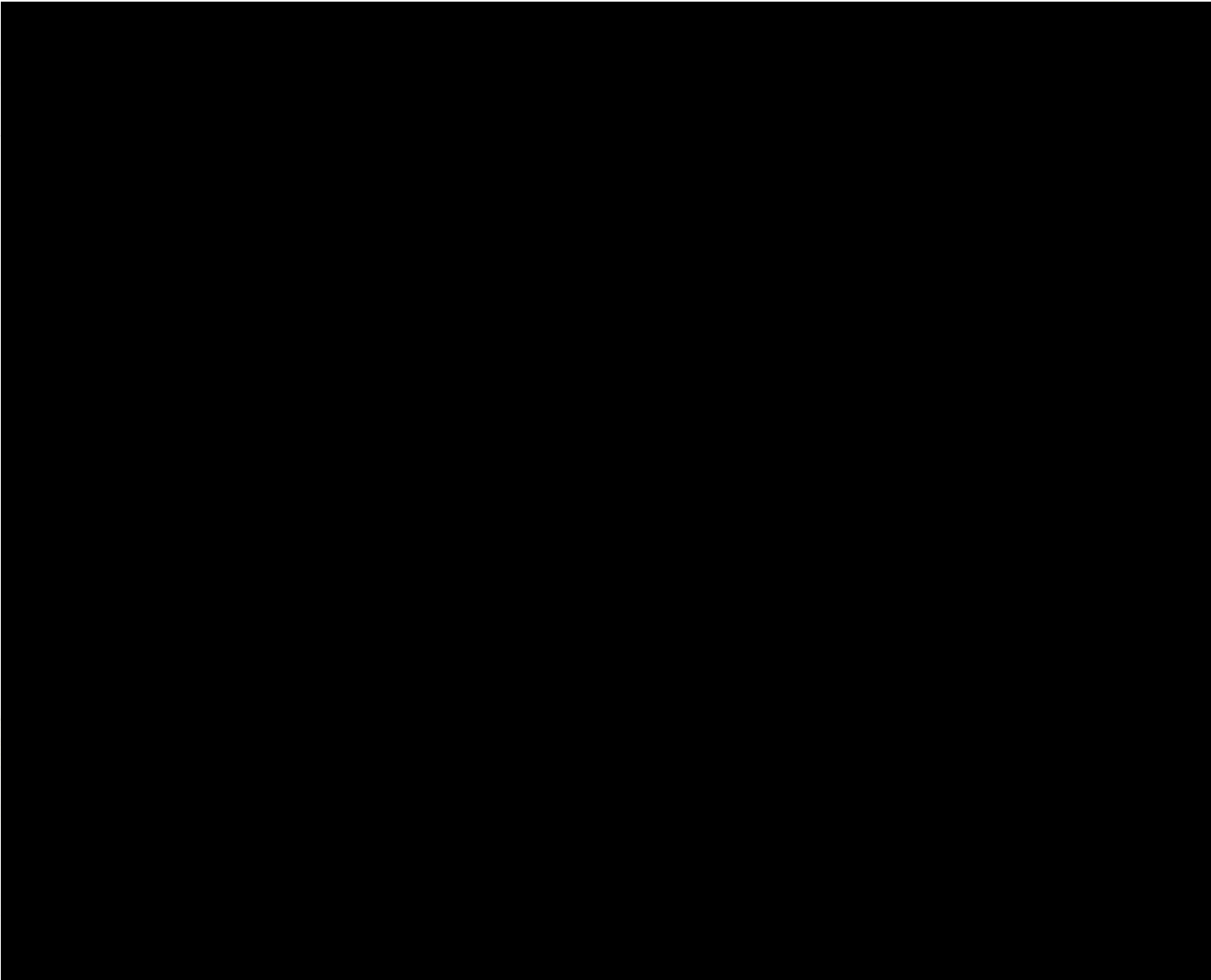
The system design provides for all head-end security equipment to be located in a conditioned space that is secured by 24/7 onsite security staff. All security equipment room(s) are secured and equipped with MR5 dual key pad entry card readers and alarm points to monitor and secure the integrity of the system.

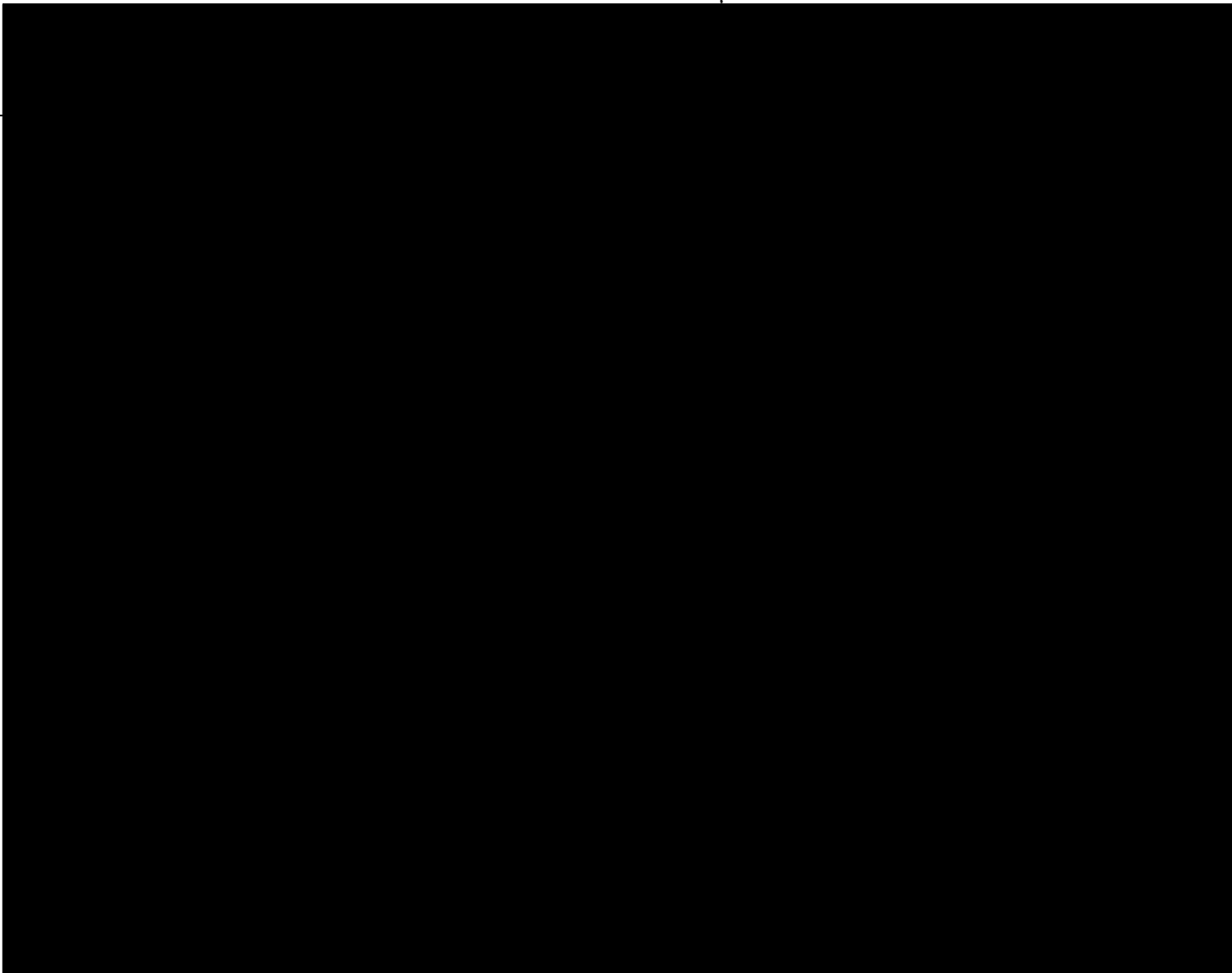
The security system incorporates **32 MR5** card readers with keypads for dual authentication to limit, monitor, and control access to areas throughout the facility. The system is further designed to have the flexibility to limit card holders to very specific areas and to require dual authentication. The Access Control System can generate a number and a variety of activity reports for the DCP Commissioner or the Commissioner's

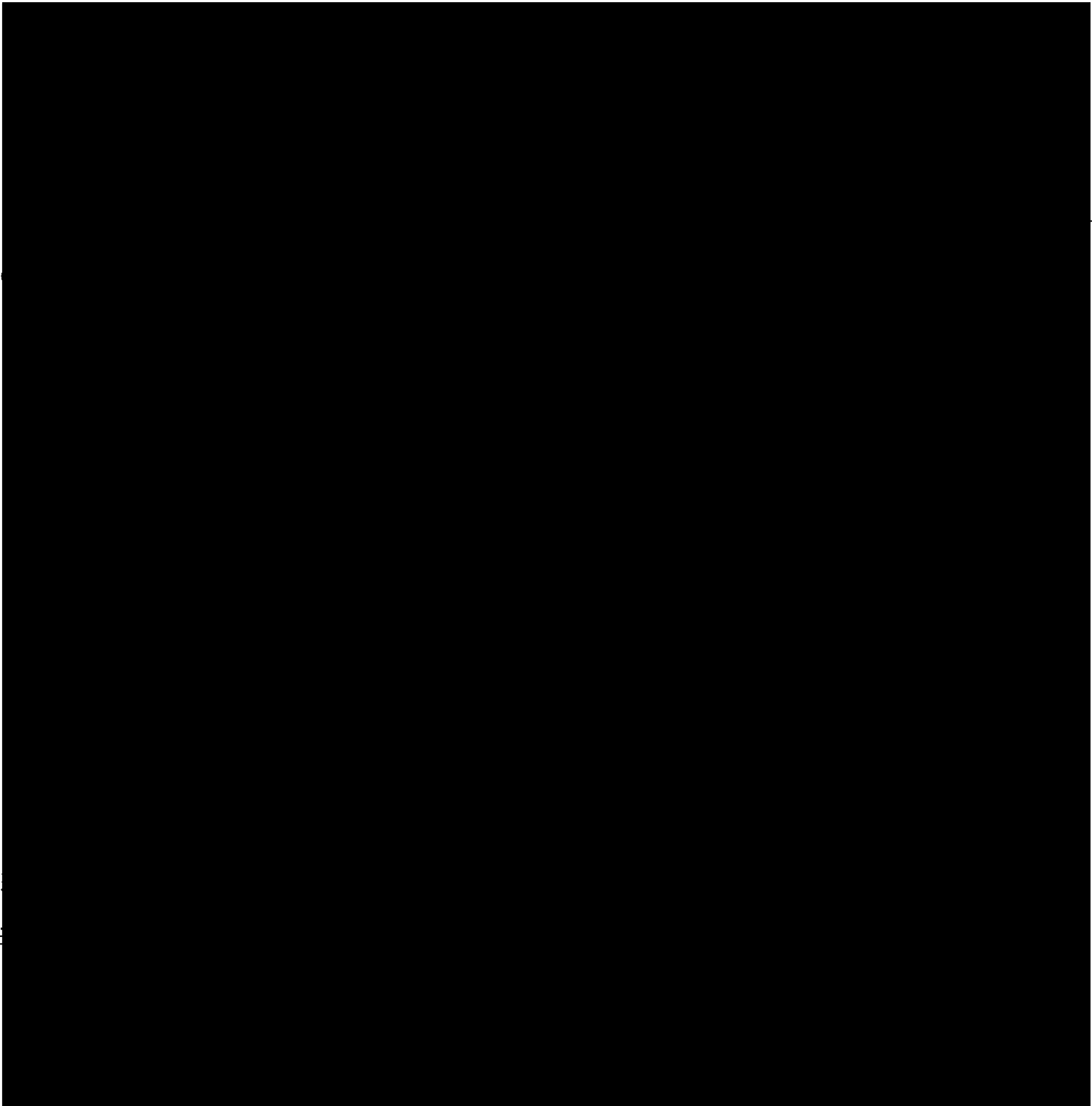
Authorized Representative upon request. We have included a system support and maintenance plan that includes quarterly inspections and functional testing of all security and fire protection systems as well as emergency power back up systems to exceed DCP guidelines.

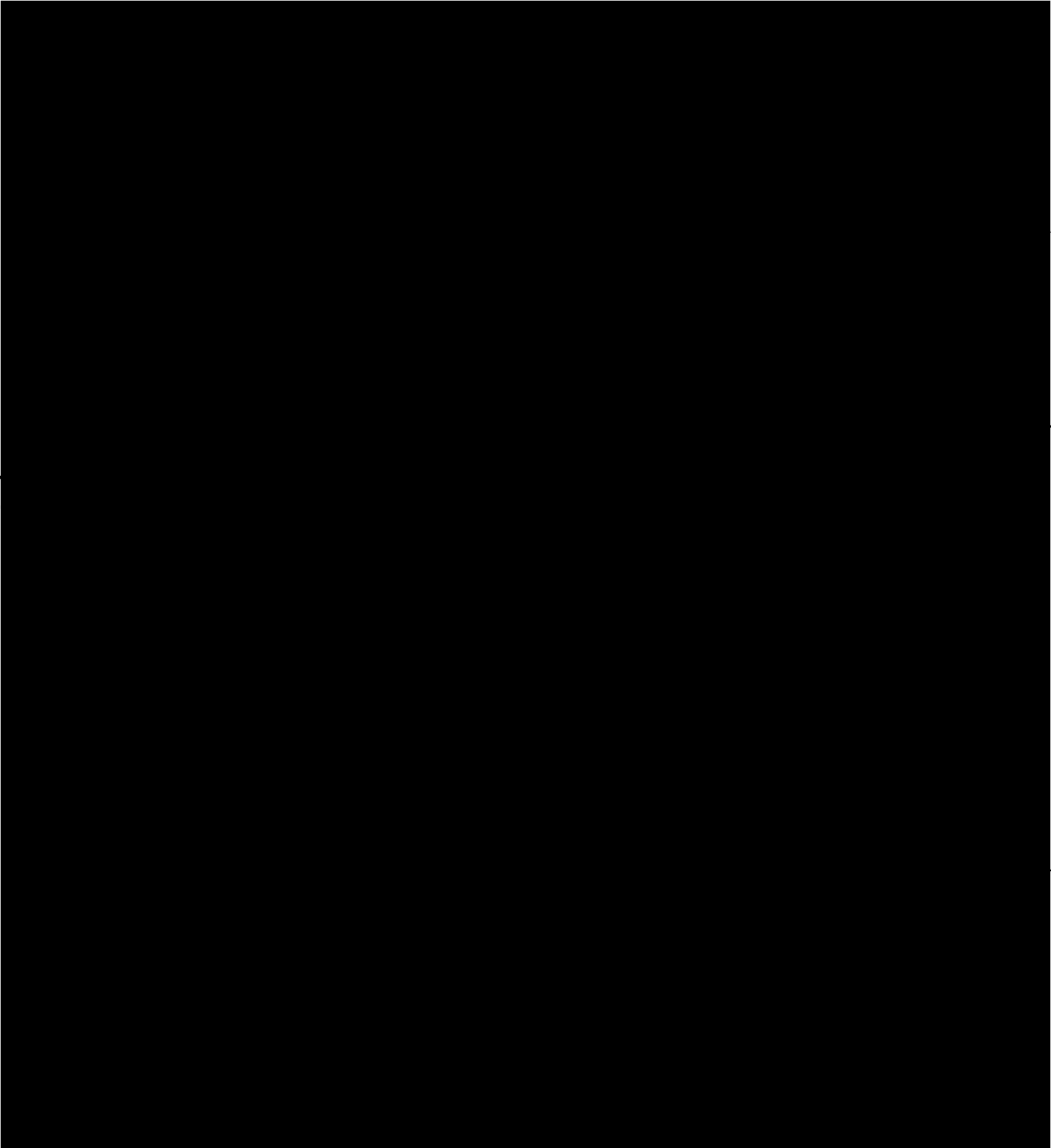
Phoenix Investigations Technology Division is the primary contractor for this proposal response. Alarm systems, surveillance systems, access control systems are installed and maintained/serviced by our subcontractor American Total Protection (ATP) Connecticut License number 0188833. All onsite uniformed security officers are supplied by Allied Barton Security Services, License number AS2057.

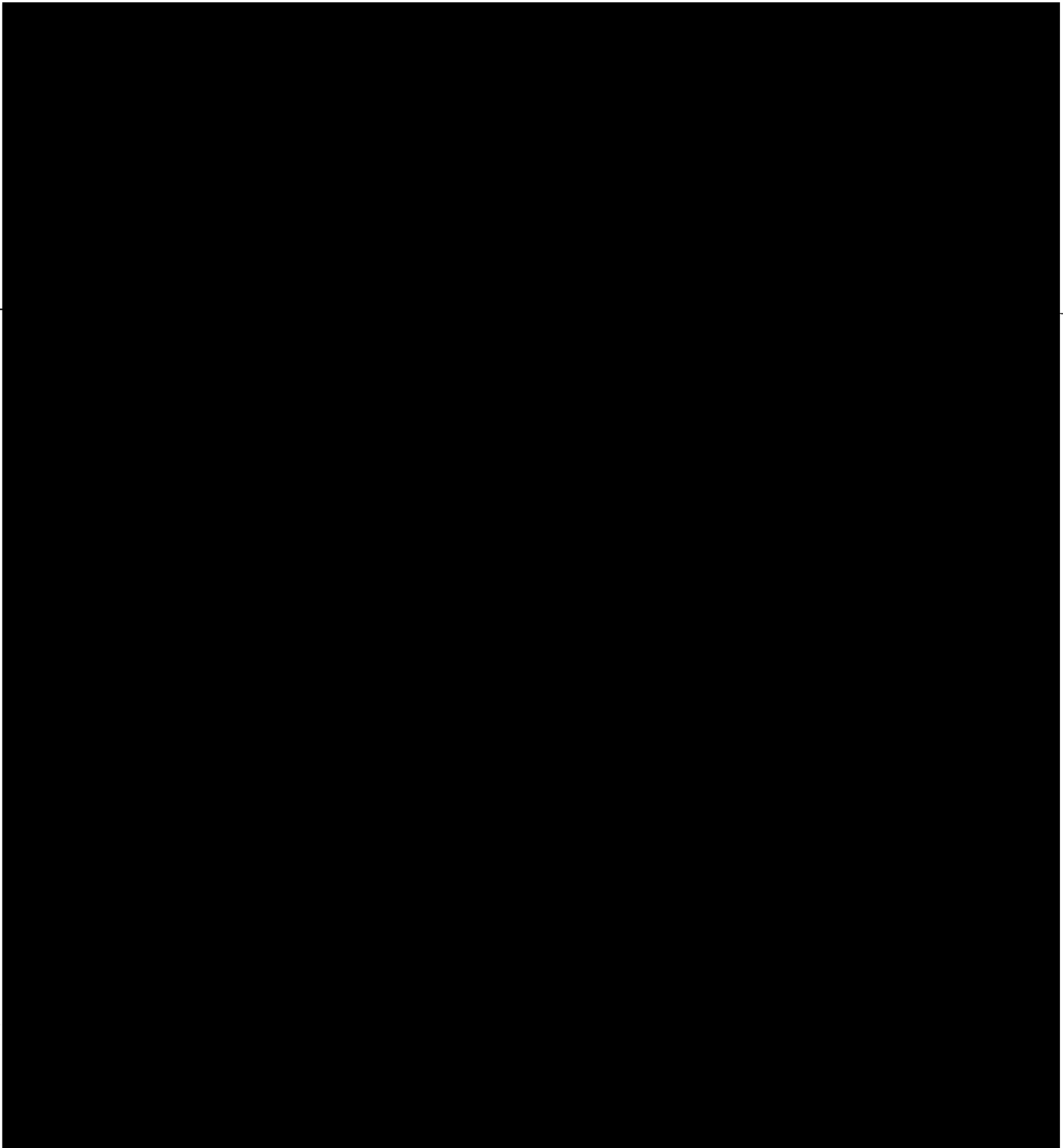
The manufacturer's data sheets on key components of the security system are incorporated herein for reference. A complete listing of all hardware, cabling, etc. is available upon request.

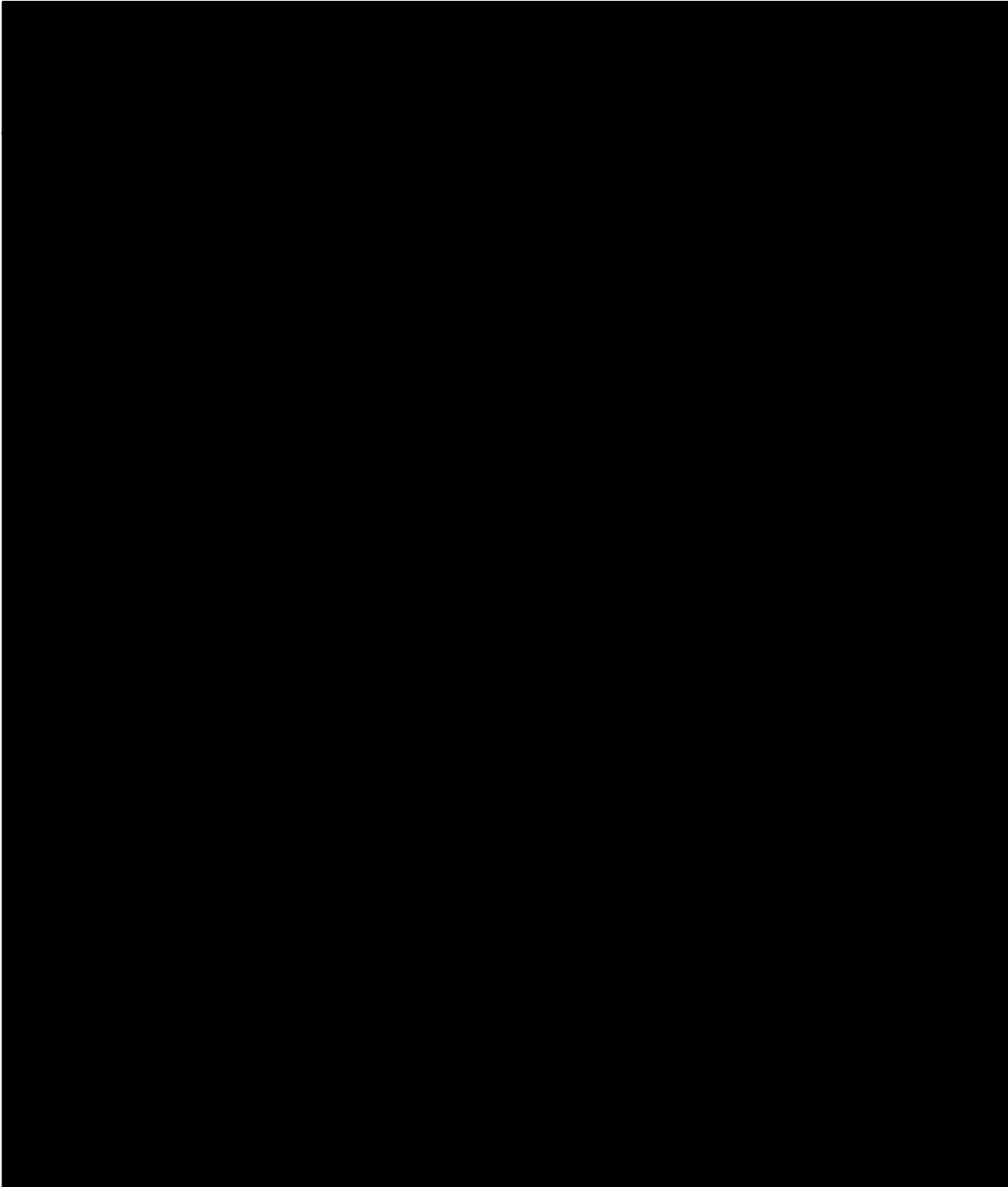


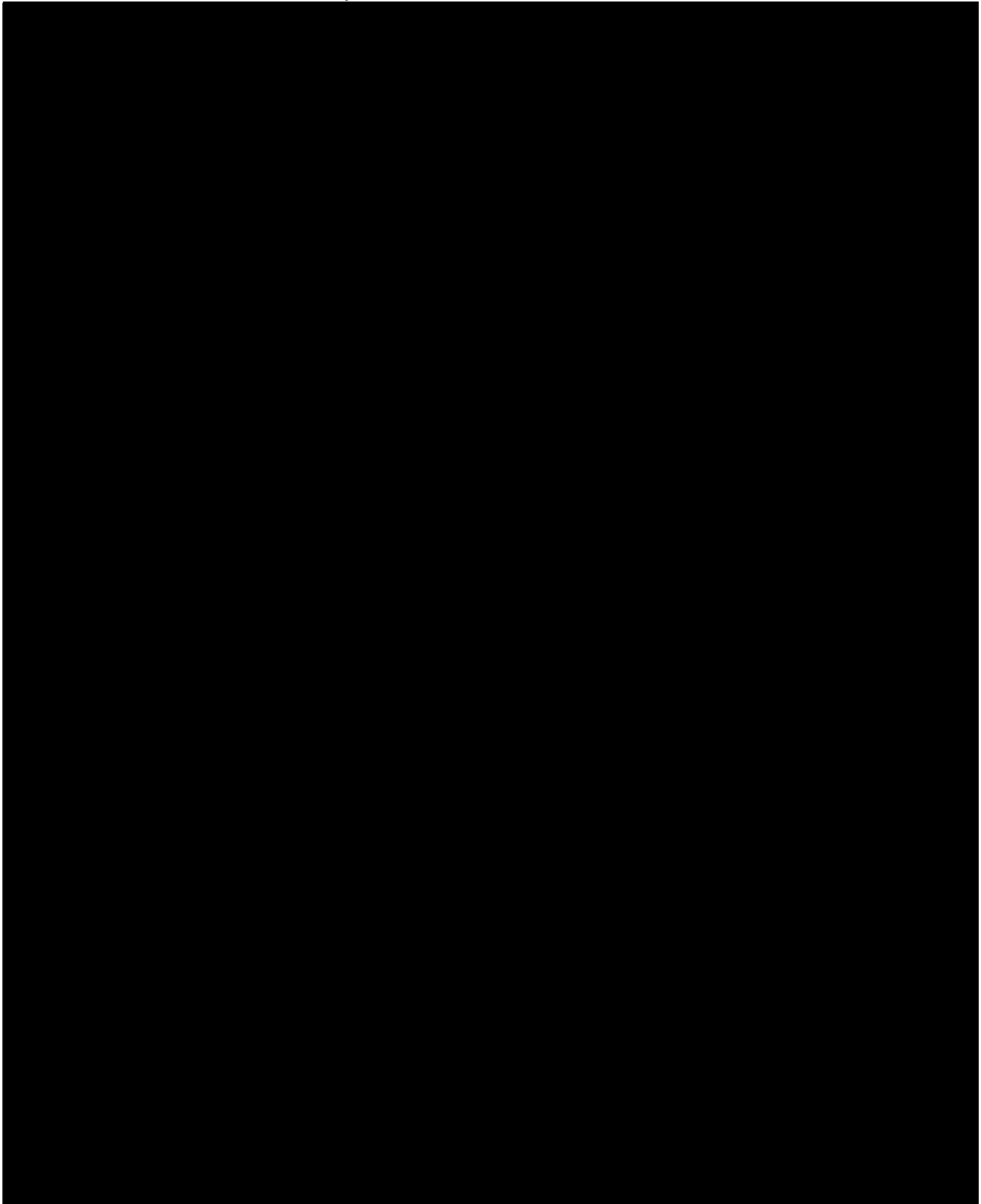


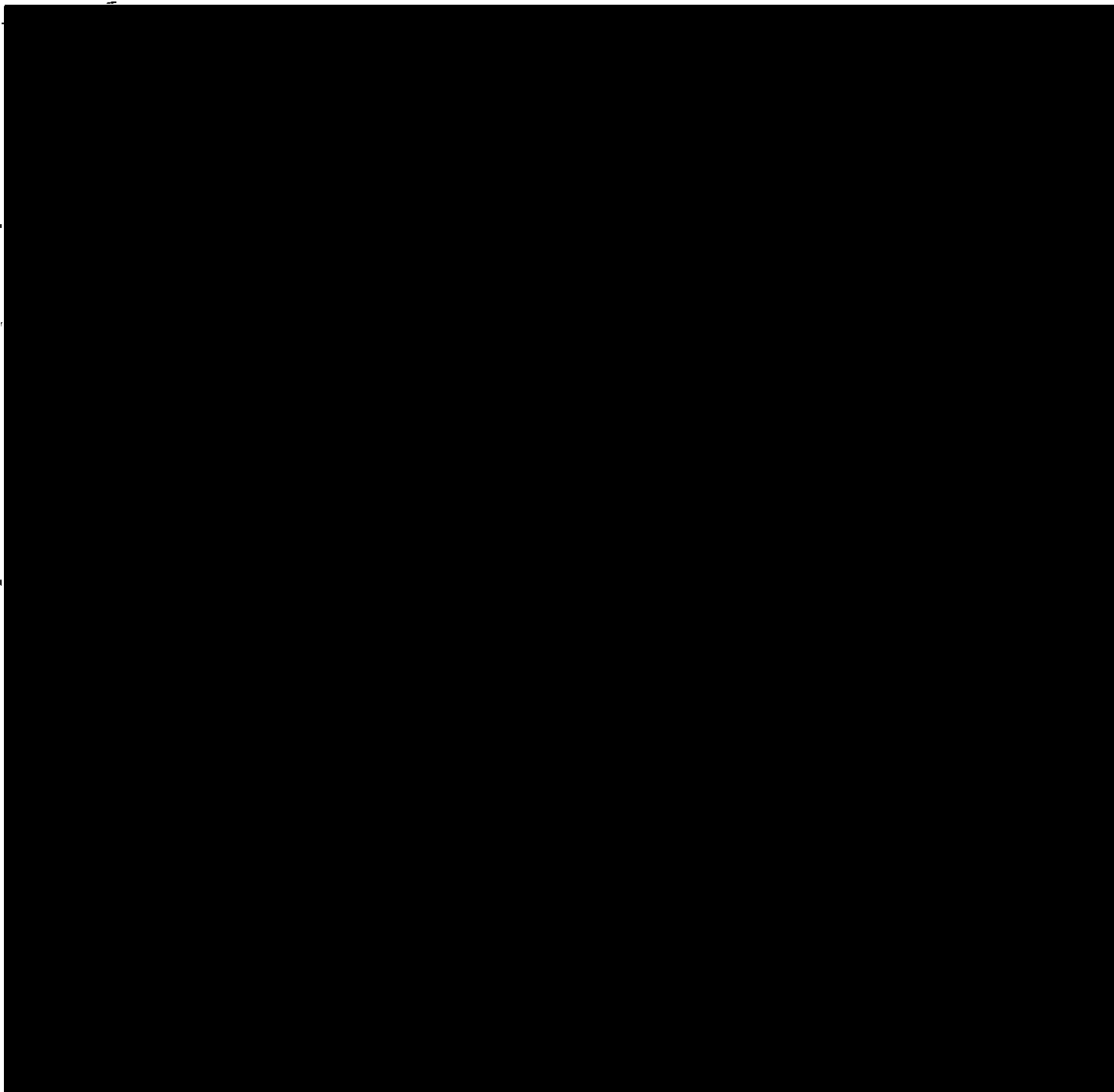


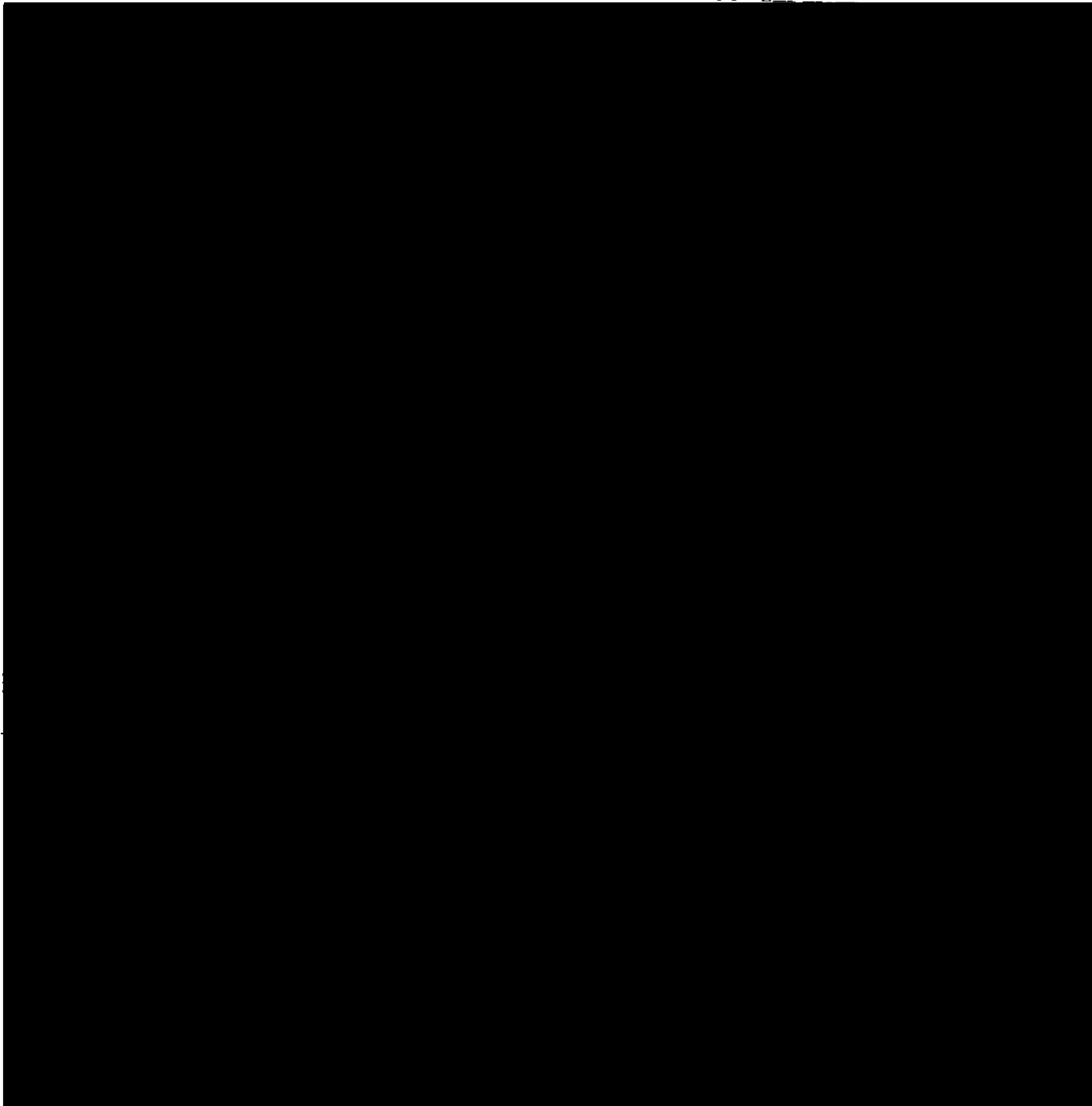


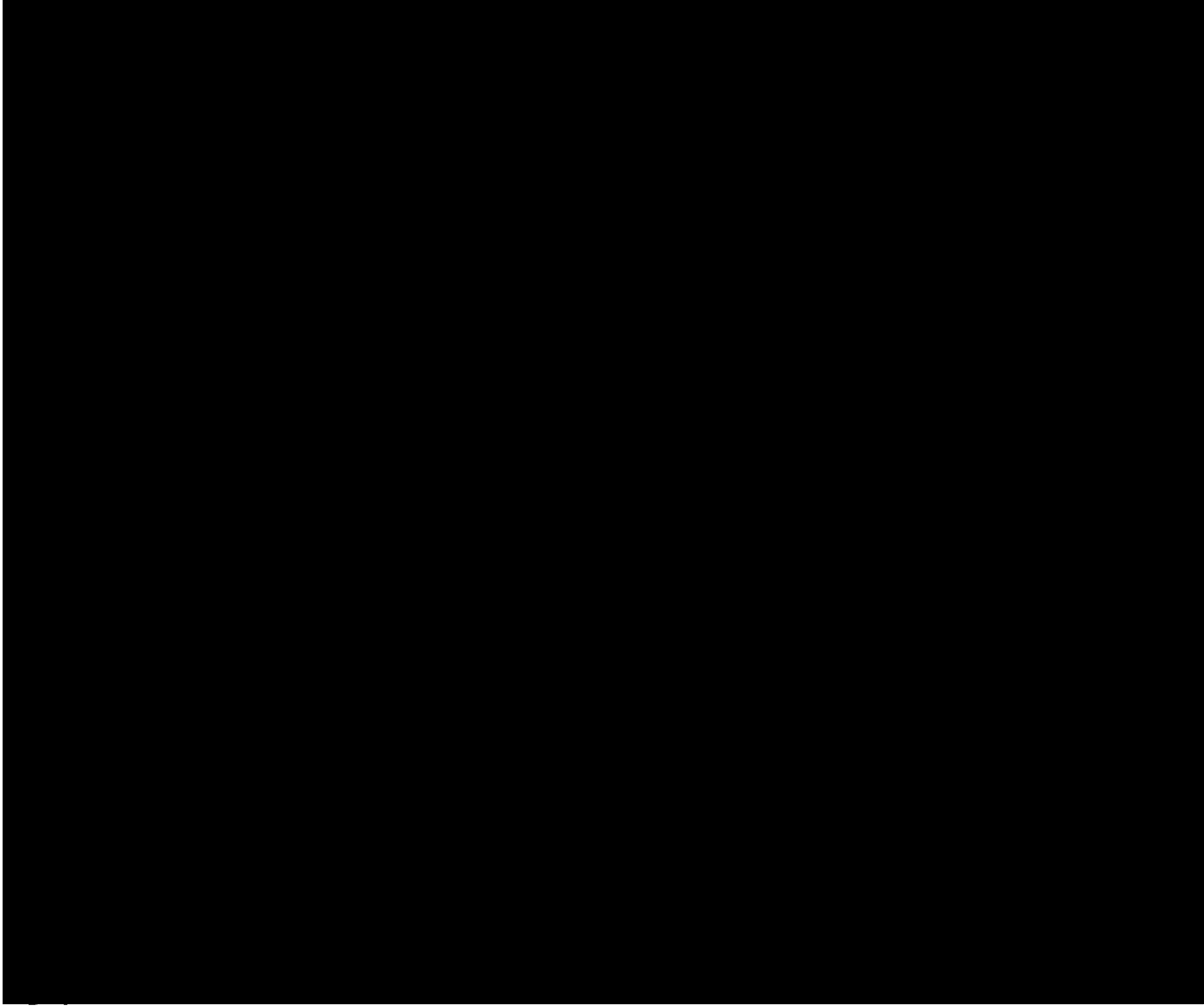




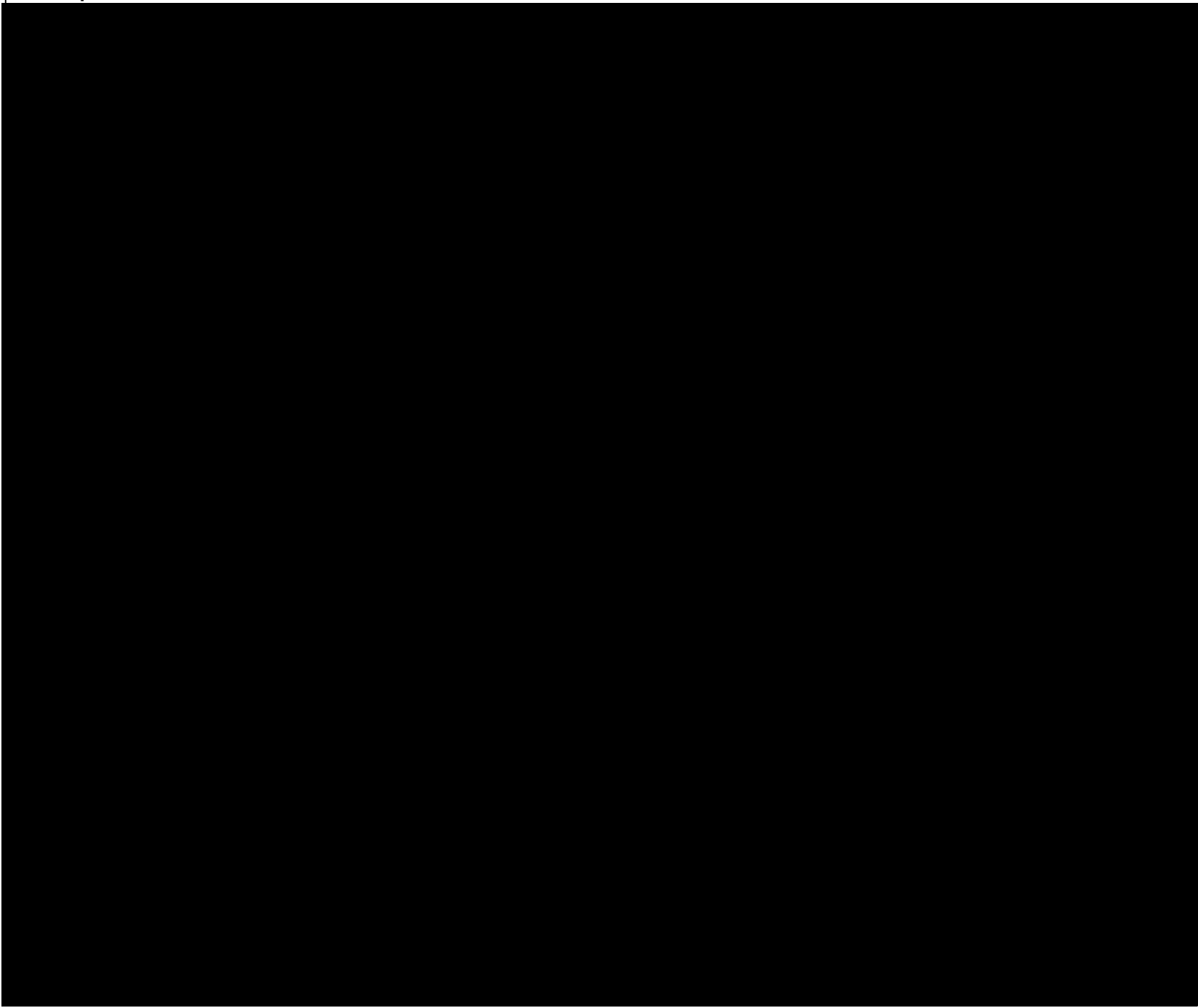


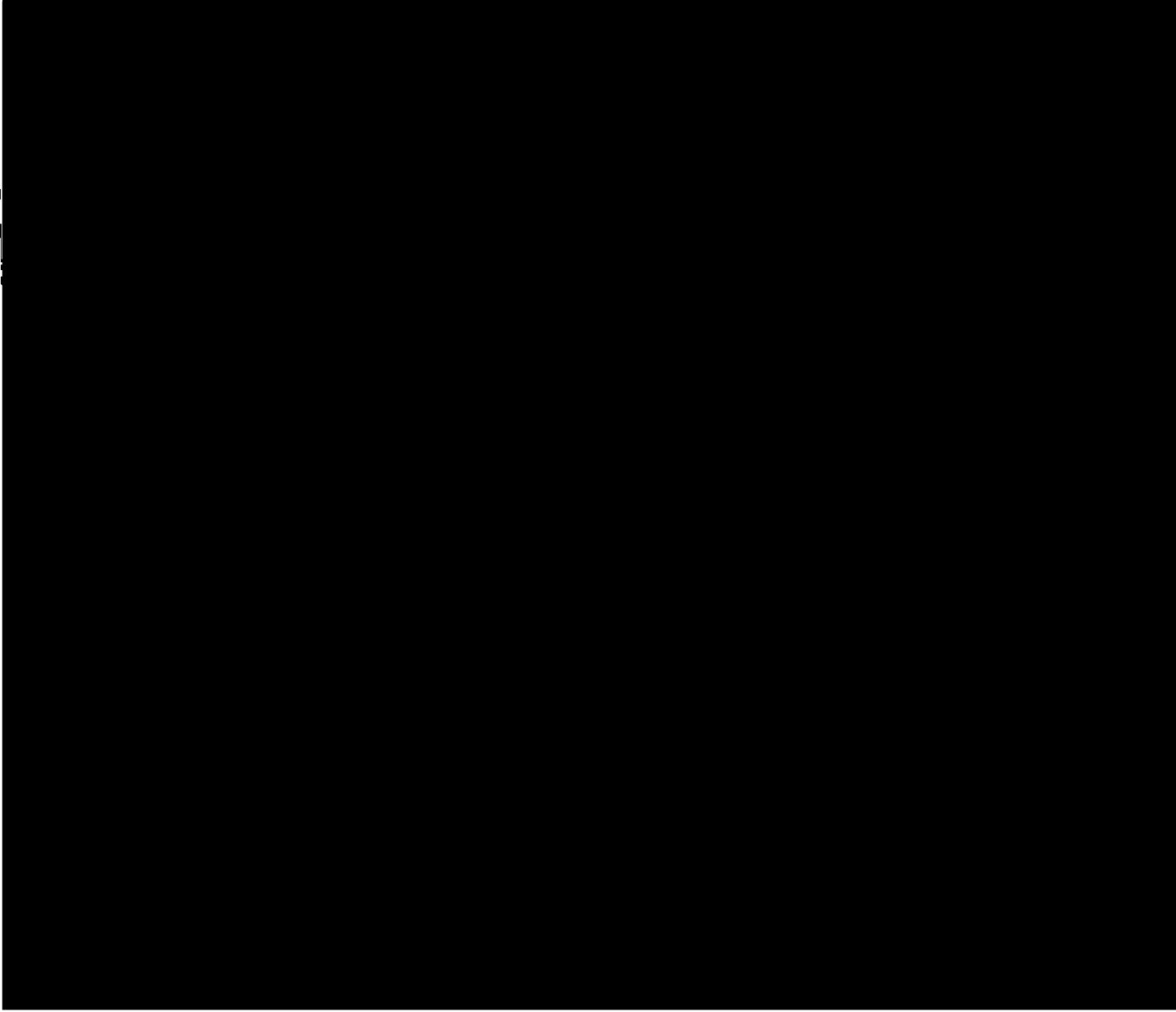


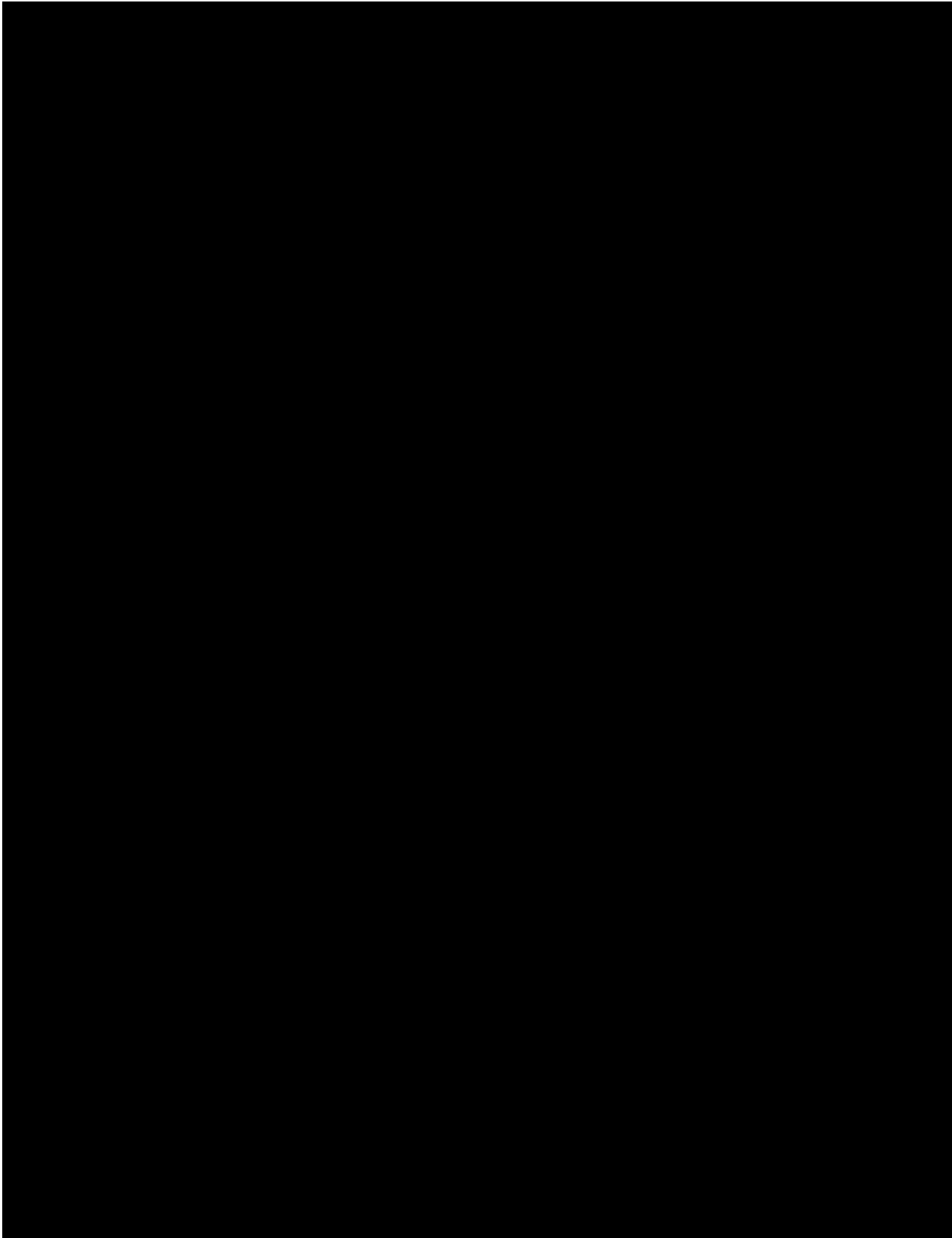


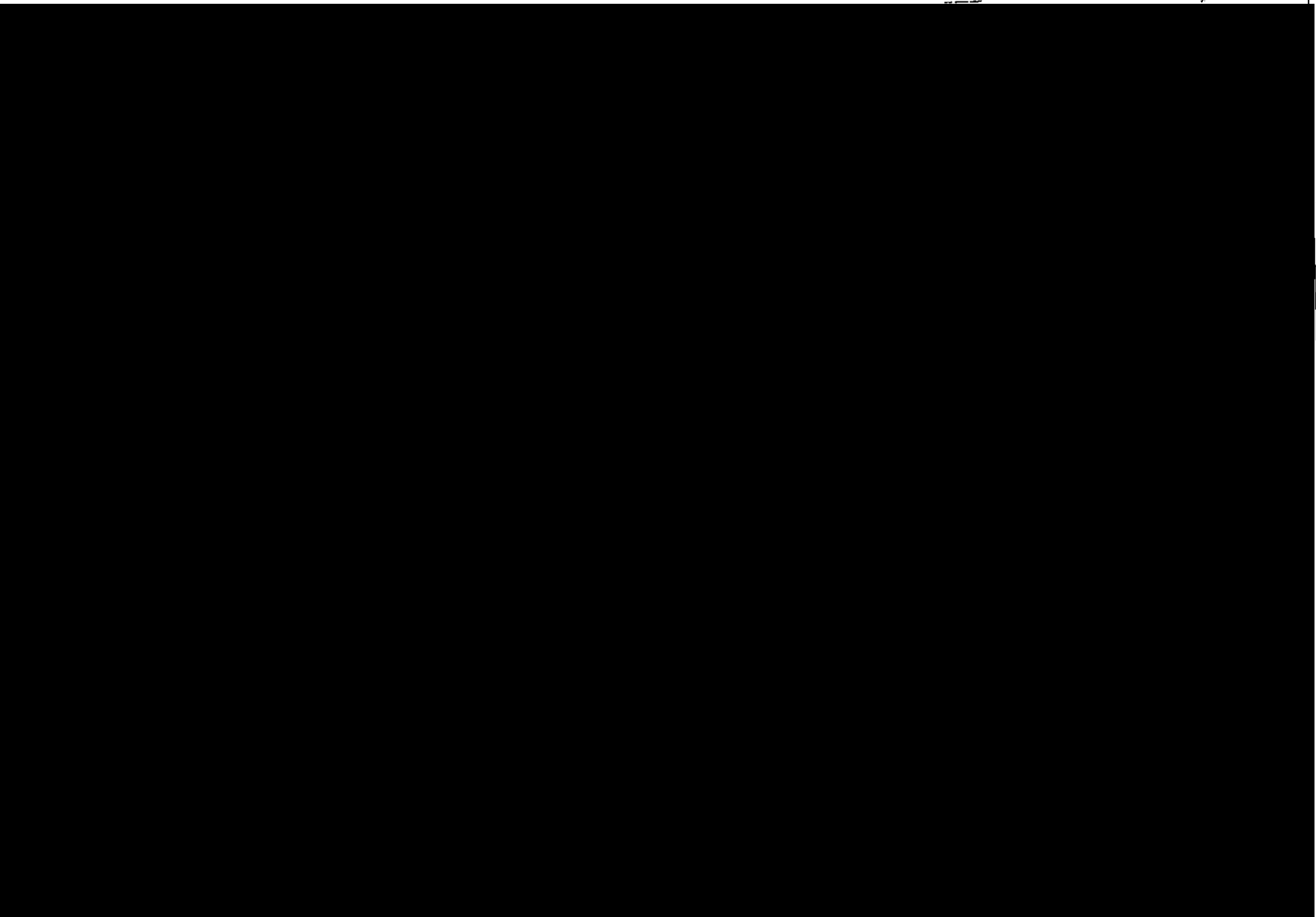


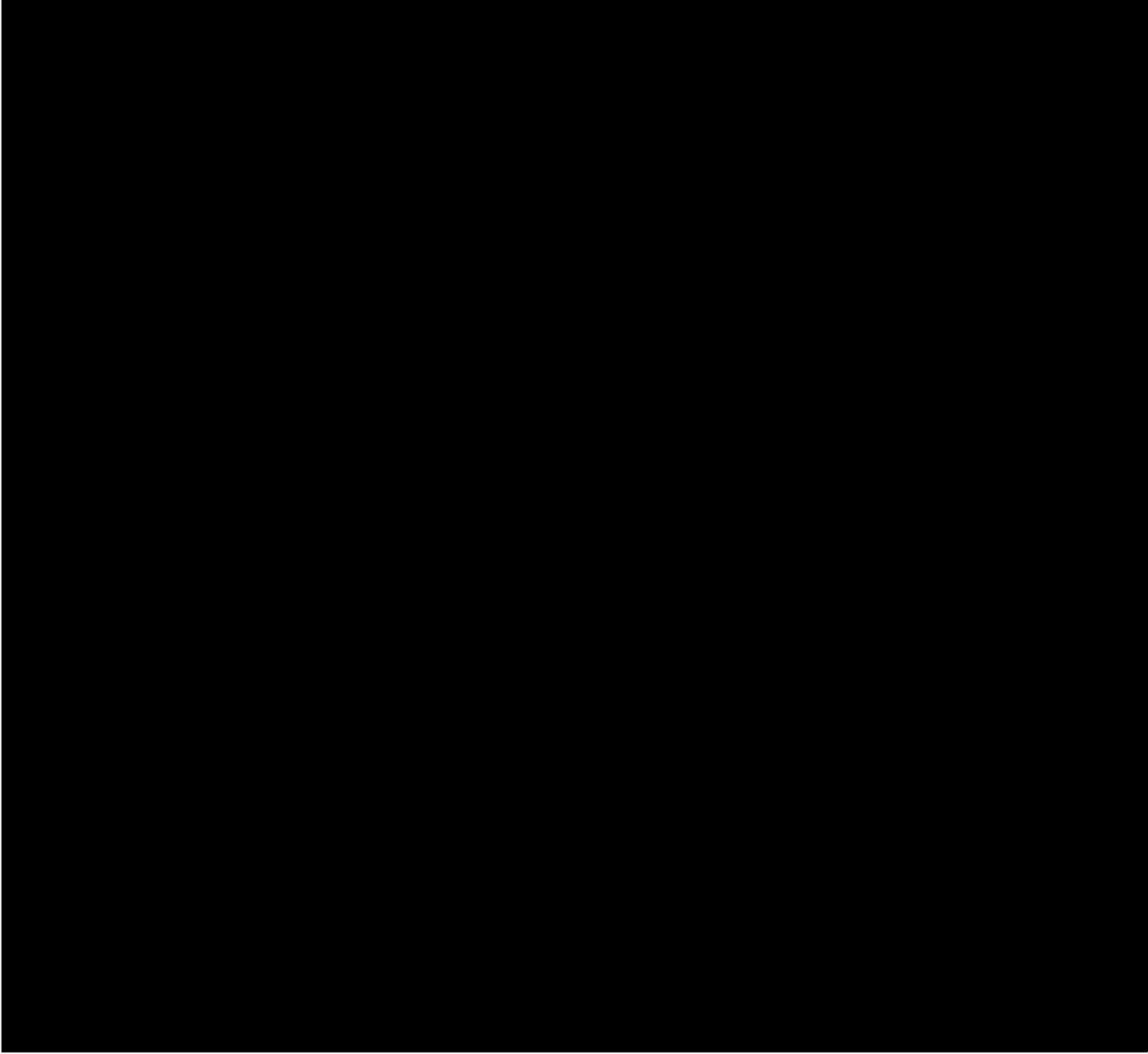
Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix A, Section L, #71

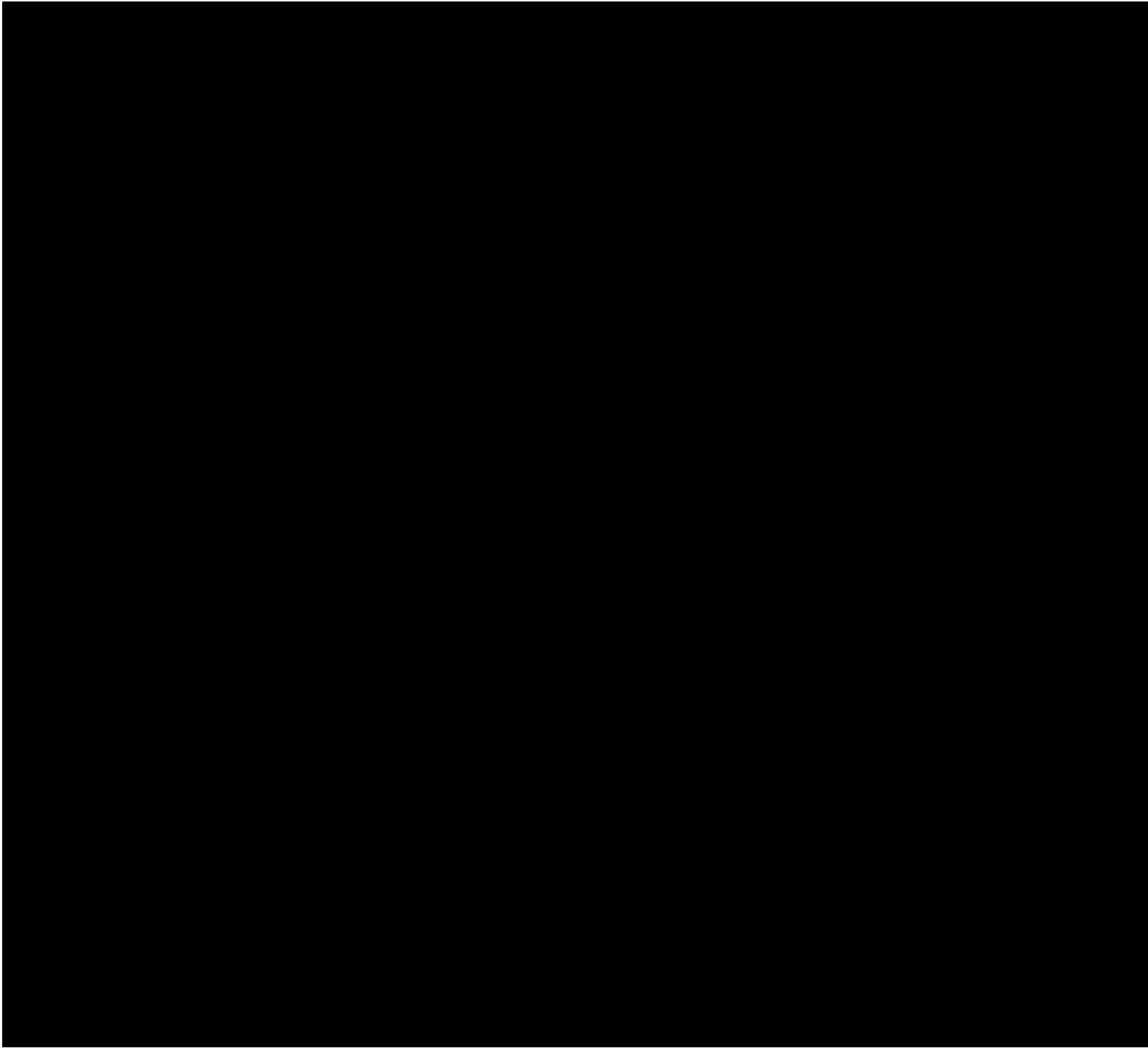


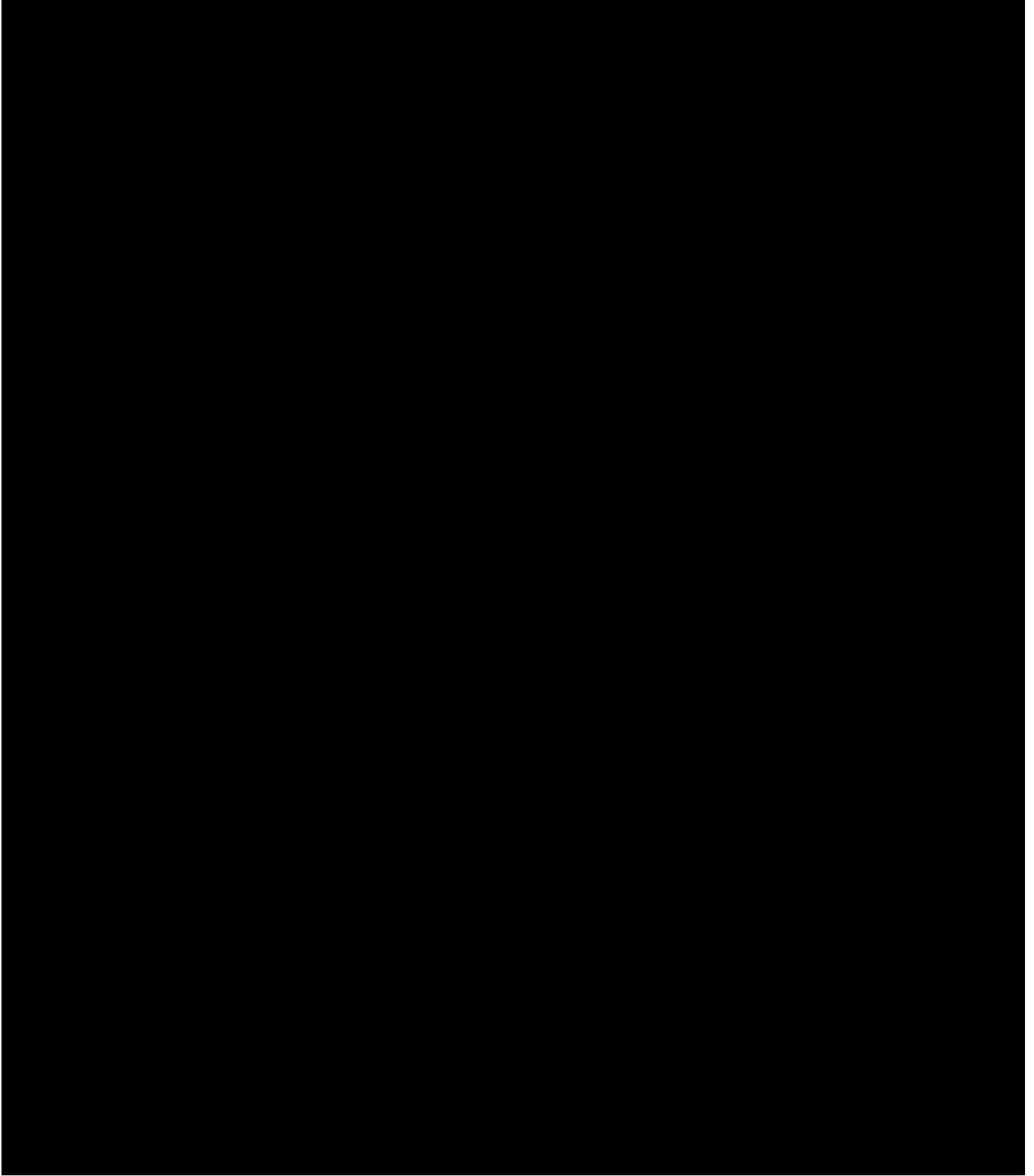














PHOENIX INVESTIGATIONS
CT LLC # A-2282

DCN: P-29754A Revision Date: 09/17/15

Security Operations Protocols Manual

For

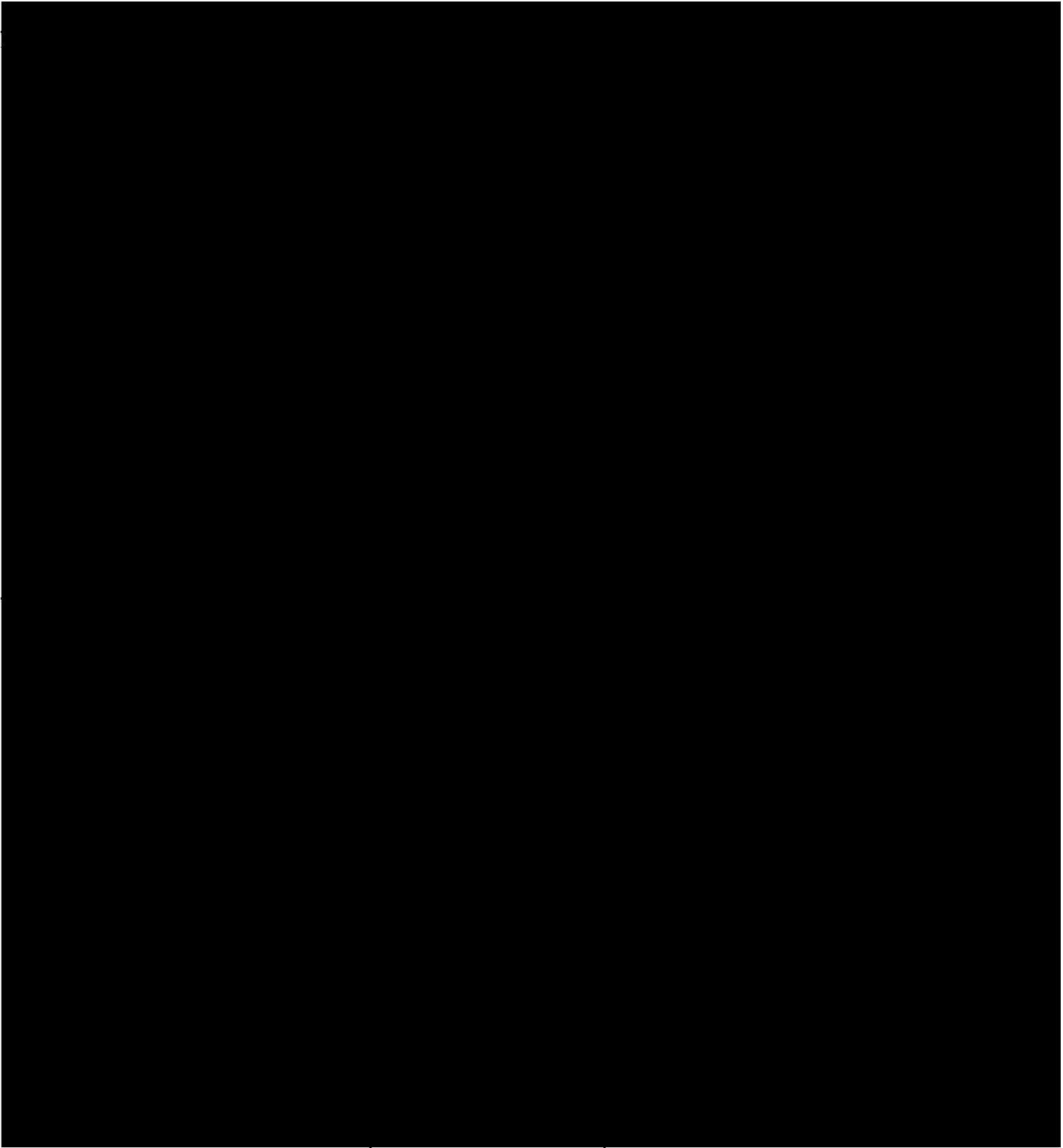
Hancock Wellness Center, LLC
1295 East Main Street
Meriden, CT 06450

Security Procedure Manual Table of Contents

SECTION 1: OVERVIEW	3
1.1 PURPOSE	3
1.2 DESCRIPTION	3
1.3 SECURITY OFFICER SPECIFIC REQUIREMENTS	4
1.4 INTRODUCTION.....	5
1.5 MANUAL SPECIFICATIONS.....	6
SECTION 2: CONTACT LISTS.....	6
2.1 EMERGENCY	6
2.2 ALLIED BARTON SECURITY SERVICES CONTACTS	6
2.3 SITE CONTACTS	6
SECTION 3: SHIFT DUTIES.....	7
3.1 DUTIES COMMON TO ALL SHIFTS	7
3.2 TOUR PURPOSE – SAFETY & SECURITY TOURS	10
SECTION 4: ACCESS CONTROL.....	11
4.1 EMPLOYEE IDS	11
4.2 PATIENT ACCESS	13
4.3 CONTRACTOR/MAINTENANCE ACCESS	14
4.4 VEHICLE ACCESS	15
4.5 DELIVERIES FROM THE GROWER.....	16
SECTION 5: EQUIPMENT	20
5.1 KEY LIST	20
5.2 TWO-WAY RADIO.....	20
SECTION 6: INCIDENT REPORT WRITING.....	21
6.1 QUESTIONS.....	21
6.2 PERSONAL DESCRIPTIONS.....	22
6.3 VEHICLE DESCRIPTIONS.....	22
SECTION 7: PUBLIC RELATIONS	23
SECTION 8: MEMORANDUMS AND LOG BOOKS.....	25
8.1 MEMORANDUMS	25
8.2 PASS-DOWN LOG.....	25
SECTION 9: EMERGENCY PROCEDURES	26
9.1 FIRE & TROUBLE ALARM PROCEDURES	26
9.2 MEDICAL EMERGENCY	31
9.3 CRIMINAL ACTIVITY	33
9.4 WEATHER EMERGENCIES	35
9.5 MAINTENANCE ON-CALL EMERGENCIES	35
9.6 POWER OUTAGE	36
9.7 FACILITY ELEVATORS	38
9.8 ELEVATOR ENTRAPMENT.....	39
9.9 CIVIL DISTURBANCE	40
9.10 BOMB THREAT	40

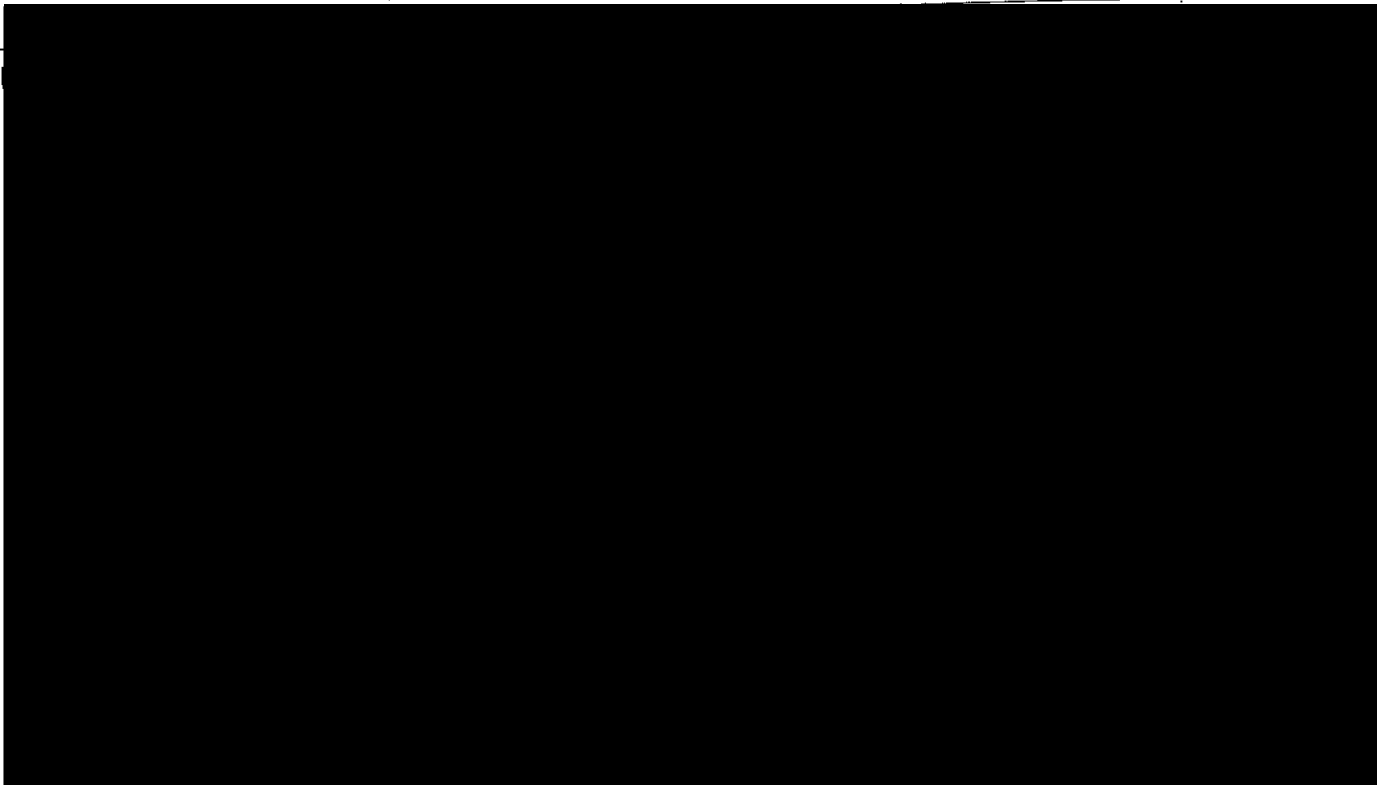


Section I: Overview





1.3 SECURITY OFFICER SPECIFIC REQUIREMENTS:



1.4 INTRODUCTION

This security procedures manual has been specifically designed to structure and guide in the development of long-term security operating procedures for Hancock Wellness Center LLC. The manual is intended to serve as a working understanding of the security and safety procedures and protocols to be followed by uniformed security services personnel, which are further described herein. It shall be the responsibility of each uniformed security officer to ensure that he/she is aware of the provisions of these policies and procedures. **Please pay particular attention to sections pertaining to security reporting and security incident reports, which shall be used to advise Hancock Wellness Center of all incidents and breaches of policy.**

Security personnel should make reference to this manual frequently in an effort to remain abreast of changes, modifications and special requirements.

Performing satisfactory security duties at Hancock Wellness Center requires the security officer to consistently exercise sound judgment and common sense. Everyone should be treated with the utmost courtesy and respect to ensure that all staff, employees, and patients, etc. are provided with a pleasurable experience while at Hancock Wellness Center.

It is imperative that all security officers realize that their role has a dual objective, the first being security/safety related issues and the second, and equally important, public relations.

In the following pages are critical instructions for security personnel performance. They



should be thoroughly and carefully read. If you have any questions, comments or concerns regarding your post instructions contact your on-duty supervisor or site manager.

1.5 MANUAL SPECIFICATIONS

Please note this Security Procedures Manual defines the joint security protocols of Phoenix Investigations Technology Division, and Allied Barton providing the uniformed security personnel.

Section 2: Contact Lists

2.1 EMERGENCY

Fire, Medical, Police: 911

Site Contact: (203) 393-6868

2.2 ALLIED BARTON SECURITY SERVICES CONTACTS

Position Title	Contact Name	Office	Cellular	Alternate
Field Operations Manager	Michael Antonacci	East Hartford	203-209-4067	860-291-8206
Client Value Manager	Erica Bergami	East Hartford		860-291-8206
Site Supervisor	TBD	East Hartford		860-291-8206

2.3 SITE CONTACTS

Position Title	Contact Name	Office	Cellular	Alternate
Phoenix Investigations	James Cornwell	Middletown	860-754-8481	



Section 3: Shift Duties

3.1 DUTIES COMMON TO ALL SHIFTS

- Overview**
- Building access and security
 - Perimeter access and security
 - Security regulations for employees, patients, & contractors
 - CCTV surveillance
 - Comprehensive alarm system monitoring
 - Environmental Monitoring
- Monitoring Activity**
- Monitoring of CCTV systems of both interior and exterior of the facility
 - Monitoring of access control systems to include biometric and electromagnetic.
 - Environmental Monitoring

Interaction Security Officers will interact with employees, contractors and vendors of Hancock Wellness Center only on the interior of the building.

Radio Usage Operate your radio on the proper channel as designated in your daily post instructions, and make only necessary transmissions. Think before you speak. Don't press the Push-to-Talk (PTT) button until you know what you want to say in your transmission. Hold your radio with the antenna "vertical" for best results. Before you press the PTT button, listen to the channel to make sure the channel is clear. Don't interfere with traffic in progress. Hold your radio an inch or two from your mouth and use a normal tone of voice when speaking. Keep your transmissions short, and speak clearly. Use radio identifiers, not personal names, when talking to another radio. When calling another radio, say its identifier first and then your own radio identifier. After



you press the PTT button, pause a second or two for speaking. This gives the repeater time to respond to your radio and prevents the first part of your transmission from being cut off. Likewise, do not release the Push-to-Talk button until you have finished speaking. If you are often asked to repeat part of your message, you may be inadvertently cutting off part of your transmission. Before you finish your conversation, be sure to end with your radio identifier and 'Clear', as in 'B2 Clear'. This lets the person you are talking to know that the conversation is done. It also lets other potential radio users know that the radio is available for a new conversation.

**Lost &
Found**

Lost and found property will be turned into the security officer on duty at the first floor security desk. The security officer shall complete a lost/found property log and indicate the date, time, location, description of the property, who located the property, date and time of property release and the name of the person claiming the property. Property shall only be released after proper identification is presented. Security shall in the event that the property is a wallet/purse have a member of Hancock Wellness Center management present when looking for identification of the owner.



3.1.2 0700-1500, All Days

Access Control Officer:

0700

- Issue to employees security ID cards for access into the facility
- Maintain a list of all persons within the facility
- Control entrance into the facility
- Maintain employee and patient logs
- Issue temporary patient passes
- Collect patient identification
- Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones
- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

1500 End of shift. Brief on-coming personnel and never leave post without being properly relieved.

3.2.1 1500-2300, All Days

Access Control Officer:

1500

- Issue to employees security ID cards for access into the facility
- Maintain a list of all persons within the facility
- Control entrance into the facility
- Maintain employee and patient logs
- Issue temporary patient passes
- Collect patient identification
- Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones
- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

2300 End of shift. Brief on-coming personnel and never leave post without being properly relieved.



3.2.2 2300-0700, All Days

Access Control Officer:

2300

- Issue to employees security ID cards for access into the facility
- Maintain a list of all persons within the facility
- Control entrance into the facility
- Maintain employee and patient logs
- Issue temporary patient passes
- Collect patient identification
- Maintain a shift log

CCTV Control Room Officer:

- Monitor all cameras at the facility both interior and exterior
- Monitor vault, product zones, transport zones
- Monitor comprehensive alarm systems to include duress, panic hold up, automatic voice dialer and failure notification systems
- Control access for the secure receiving compound and sally port

0700 End of shift. Brief on-coming personnel and never leave post without being properly relieved.

3.2 TOUR PURPOSE – SAFETY & SECURITY TOURS

Exterior and Interior Facility Tours are designed to deter criminal activity by maintaining a highly visible security presence and to heighten security by providing early detection of maintenance problems.

3.2.1 You must check for the following on all interior tours:

Security officers are expected to start their foot patrol tours on the basement level and work clockwise around the building. When this first phase of the tour is complete, the officer is to tour the ground level floor, in a clockwise motion, followed by the outside of the facility, also in a clockwise motion. The last phase of this tour should be conducted on the upper floor of the building. It is important to note any safety or security hazards



you identify in your post notes. Once a foot patrol tour is complete, it must be repeated starting back at the basement level.

3.2.2 Common safety hazards that you should be alert for on all tours:

- Slippery floors, stairwells, main entrances
- Obstructed doorways
- Weather Hazards (Ice, high wind)
- Evacuation routes not clearly marked
- Combustible debris or storage of combustibles
- Dangerously stacked materials
- Grounds hazards
- Loose railings
- Broken lighting
- Water leaks
- Broken glass or doors
- Smoking in non-smoking areas

Incident Reports are to be generated for, and management notified of, all maintenance problems and safety hazards that were observed during your tour.

Section : Access Control

4.1 EMPLOYEE IDS

Policy All employees are required to have a photo ID permanently affixed to their electronic access card. Entry into the facility for employees requires four (4) cognitive actions to gain access to the interior of the facility. First, the employee must swipe their electronic access card creating an immediate and permanent record on the server of attempt to gain access. Second, the employee must then enter a PIN code into the key pad, thus creating a secondary and redundant permanent time/dated record. This second action allows the first door to open into a sally port. The second door in the sally port providing entry into the interior of the building cannot be accessed until the first entry door is closed and



automatically electronically locked. The second door is also equipped with a double access entry pad, requiring the employee to swipe the card reader and enter their PIN code. At this point, access from the sally port into the interior of the building is granted.

This method of controlled access provides double redundancy and produces (4) four permanent time dated records of entry into the controlled facility. Once inside, the employee must physically sign in with the first floor security officer, creating a recorded written record of the employee's arrival. This record is given to the security shift supervisor daily and is stored in a locked filed cabinet in the security station file room located on the second floor of the facility. The security station file room is mechanically locked and equipped with an electronic double entry key pad.



4.2 PATIENT ACCESS

Patients coming to the dispensary are by appointment only. A valid form of a government-issued photo ID is required. Upon the patient's arrival to the entry point consisting of a sally port is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a patient has arrived). The first floor security officer has a secondary monitor, again providing visual optimization and optical redundancy; the first floor security officer, at his post, can visually observe the patient; the patient can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door to the sally port. Once the patient is inside the sally port, the officer manually locks the first door, and then manually overrides the second door reader. This opens the second door, allowing the patient into the building. At this point the patient is required to produce their government-issued valid photo ID to the security officer; in return, the patient is issued a medical dispensary patient ID Tag which must be worn and visible at all times while in the facility. The patient is then greeted by Hancock Wellness staff personnel who can attend to their specific needs. Please note, patients are required to sign in and sign out with a time-dated written record. The patient returns their patient ID badge to the security officer



upon signing out. Upon exiting the patient is physically escorted through the sally port, ensuring the patient leaves the facility. All written patient visitation logs are stored in a separate double locked file room on the second floor where only authorized Hancock Wellness Center personnel have access (see diagram below).



4.3 CONTRACTOR/MAINTENANCE ACCESS

Contractors/Maintenance coming to the dispensary are by appointment only. A valid form of a government-issued photo ID is required. Upon the contractor's arrival to the entry point consisting of a sally port is under constant observation by 3.0 megapixel cameras with dual observation control (meaning that the security officer on the second floor in the control room has visual confirmation that a contractor has arrived). The first floor security officer has a secondary monitor, again providing visual



optimization and optical redundancy; the first floor security officer, at his post, can visually observe the contractor; the contractor can use the call button to notify the officer and the officer can then manually by way of an electronic push button solenoid momentarily override the access control reader to allow entry through the first door to the sally port. Once the contractor is inside the sally port, the officer manually locks the first door, and then manually overrides the second door reader. This opens the second door, allowing the contractor into the building. At this point the contractor is required to produce their government-issued valid photo ID to the security officer; in return, the contractor is issued a temporary ID Tag which must be worn and visible at all times while in the facility. The contractor is escorted by a security officer at all times. Please note, all contractors are required to sign in and sign out with a time-dated written record. The contractor returns their ID badge to the security officer upon signing out. Upon exiting the contractor is physically escorted through the sally port, ensuring that the contractor leaves the facility. All written contractor visitation logs are stored in a locked file cabinet inside the security station.

4.4 VEHICLE ACCESS

Patient parking is designated in the front of the building, nearest to the facility's entry point and is under constant observation by a security officer in the control room located on the second floor. Contractors, and employees have separate parking areas, also under constant observation by

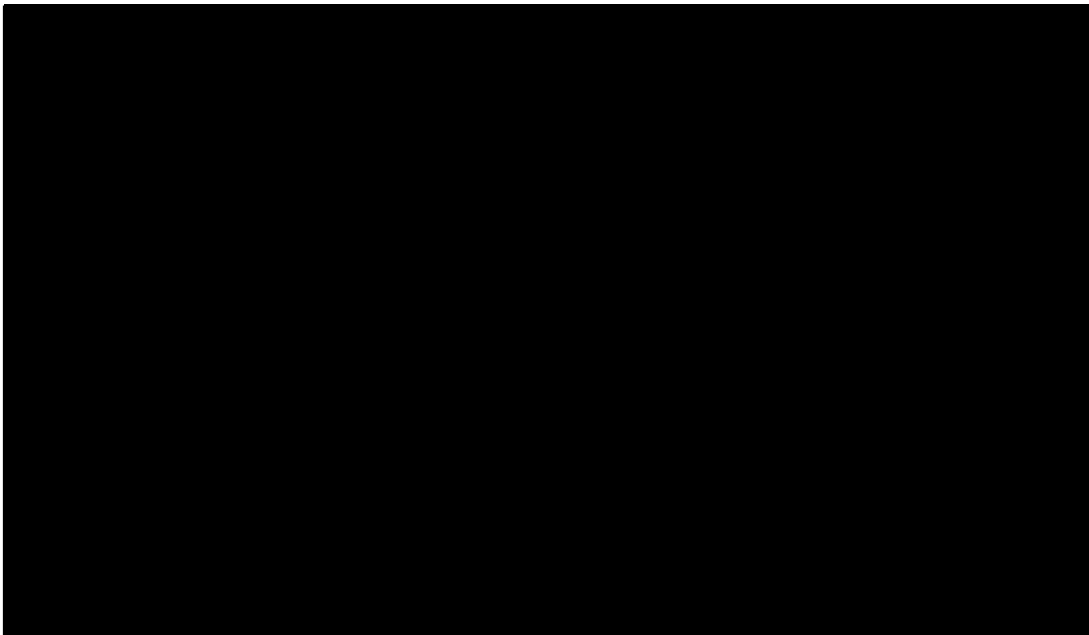


the security officer in the control room – please refer to the site diagram

4.5 DELIVERIES OF MEDICAL GRADE MARIJUANA FROM THE GROWER TO THE DISPENSARY

All deliveries to the facility are pre-scheduled and strictly controlled by onsite security personnel. During these deliveries, two additional security officers are required. All deliveries are received in the receiving compound located at the rear of the facility. Please refer to the site plan below for exact location.





The procedures for receiving are as follows and must be strictly adhered to without exception.

- 1) Onsite security personnel are notified of the estimated time of arrival of the shipment and are on high alert.

- 2) The grower's delivery driver(s) are required to proceed to the gated security receiving compound where they are physically met by no less than two (2) additional security personnel. The security officers at the receiving area are in radio communication with the second floor control center operator and the first floor security officer. Once the driver has provided the proper identification, the security officer in the receiving area notifies the control center and authorizes the opening of the secured electronically controlled entry gate. Note that the exit gate remains



locked. The grower's delivery driver pulls in to the receiving area and the first gate automatically closes via an electronic control circuit in conjunction with a motion sensor and proximity detector identifying that the vehicle is in the correct position.

3) Once the vehicle and shipment are retained within the secure compound receiving area the first floor security officer is notified. The first floor security officer then escorts out the authorized Hancock Wellness Center person(s) to receive the shipment and verify the manifest. All three (3) security officers accompany the authorized Hancock personnel to the secure entry port leading to the vault area.

NOTE: The receiving compound has continual visual monitoring via 3.0 megapixel cameras with an additional dedicated camera 3.0 megapixel; this camera is positioned as to monitor person(s) approaching the entry port. The entry port is equipped with a double redundancy entry key pad requiring two (2) cognitive actions: first, the electronic access card must be swiped and a separate PIN code must be entered by the Hancock authorized personnel, and only he or she has access to the entry port door PIN code. The port leads directly to the vault area. The vault is equipped with a separate and individual card reader and a keypad entry device where a separate PIN code (different from the entry port door) is required for entry. The product is now secured within the specialized containment area. The security officers are re-stationed once the shipment has been secured, exiting the containment area, with the first floor security officer



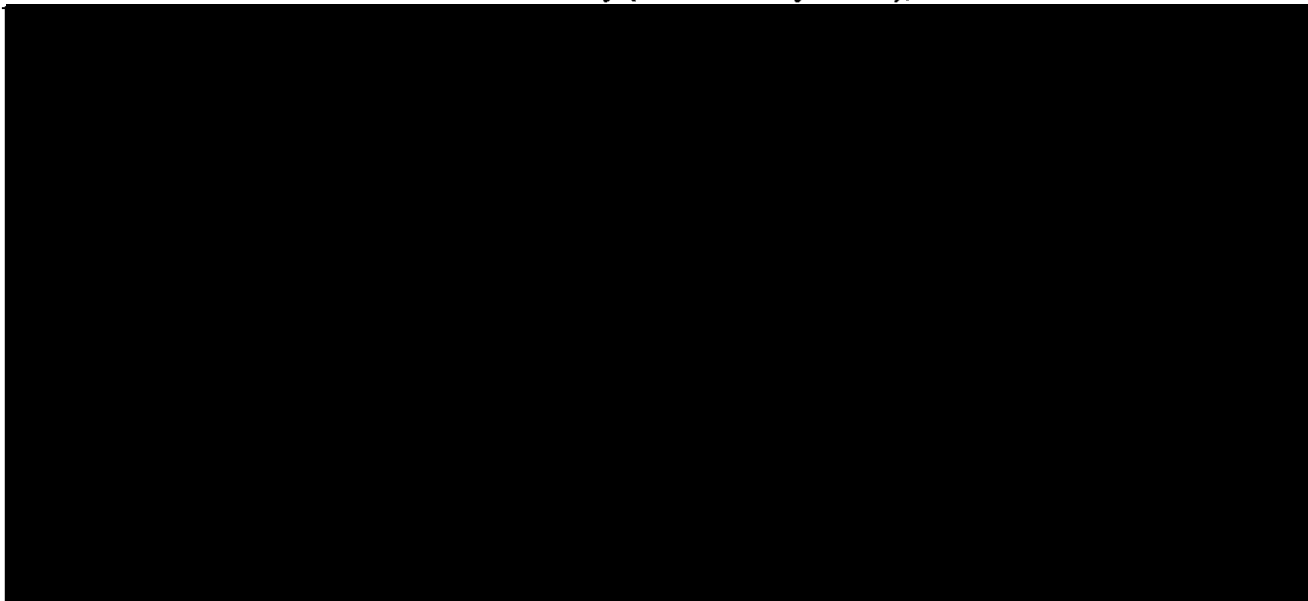
returning to his/her post and the two remaining security officers returning to the receiving compound area. The authorized Hancock Wellness Center individual can now enter the vault using an electronic swipe card for access and a separate PIN code. Once the shipment has been secured in the vault the authorized Hancock personnel notifies the first floor security officer that the product is now secure. NOTE: The doors to the entry port are interlocked, ensuring that the vault cannot be accessed unless all port doors are secure and locked. Once this condition exists and the product has been secured, the two security officers in the receiving area are notified and the second floor control center operator opens the exit gate, allowing the delivery driver to exit the area. The two security officers remain in the secure compound area until the delivery vehicle has left and the interlocking gate is secured. Once the shipment has been securely received and delivered, the presence of these two officers is no longer required and they are relieved of their post. All cameras located in the secure port and vault area automatically do individual 10-second clip downloads each time the door is accessed, providing a 3.0 megapixel positive ID image (PID) of any and all individuals entering the secure port or the vault. The interior of the vault is continually monitored with a 360° view 24 hours a day, 7 days a week.



Section 5: Equipment

5.1 KEY LIST

Each time a master key is used it must be signed out in the master key log. You must include the following information on the log: Date, Time Out, Your Name, The Reason for U: _____ the Key (if other than yourself), and Time In.



5.2

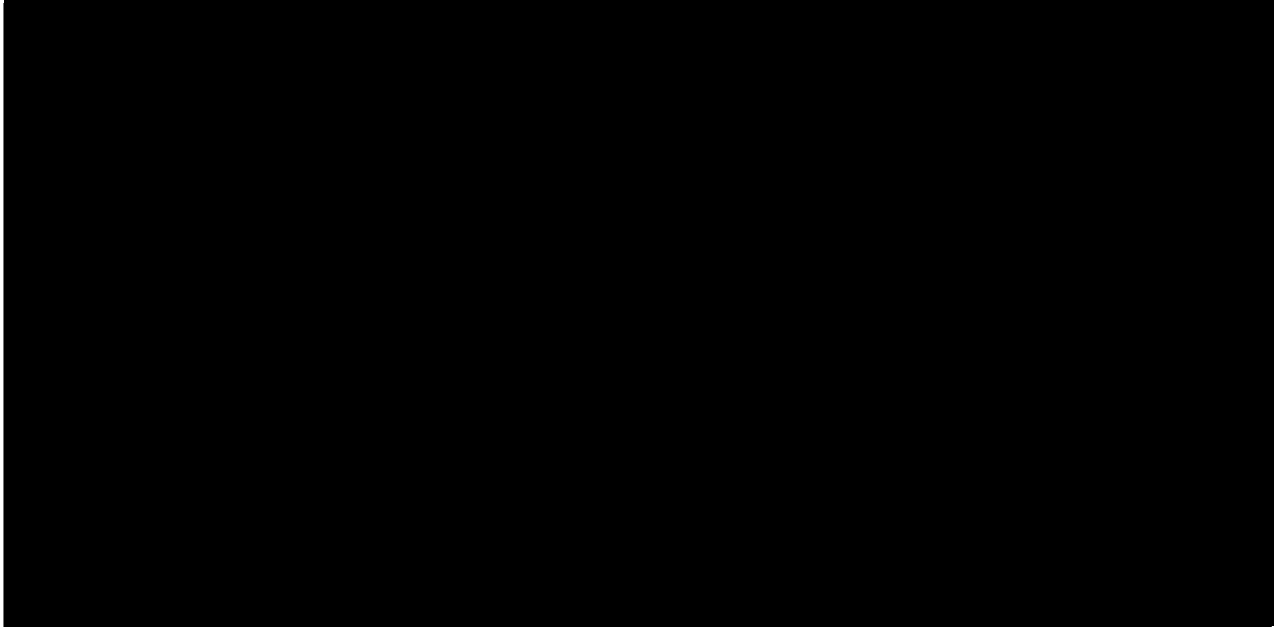
ATION AND REQUIREMENT

- Channels** Your radio should be kept on, on Channel 1, at all times to keep you alert to the activity of the facility and in touch with other security officers' staff.
- Low Battery** If your battery is low, the radio will intermittently sound a high-pitched beep. Replace the battery and place the other on the charging station.
- Transmitting & Receiving Broadcasts** To transmit a broadcast, depress the large button on the side of the radio and announce your post to the post you are calling. For example, Post 1



might transmit: "Post 1 to Supervisor", then release the transmit button to again receive broadcasts.

If you have a long or sensitive transmission, request a phone call supervisor/manager response.



Section 6: Incident Report Writing

6.1 QUESTIONS. When completing Incident Reports, check to make sure you have answered the following:

WHO

Who was involved in the incident?
Who reported the incident?
Who discovered the incident?
Who were the witnesses?
Who was notified of the incident?

WHERE

Where did the incident take place?
Where are the witnesses located?
Where were the parties involved in the incident at the time of the incident?

WHAT

What happened?
What do the witnesses know?
What was the nature of the incident?
What evidence was obtained?
What items were used?
What action was taken to remedy this situation?

WHEN

When did the incident take place?
When was the incident discovered?



Where are the parties involved in the incident now?

When did you arrive on the scene?

HOW

How did the incident happen?

How was the incident reported?

How was the incident discovered?

How were the parties involved identified?

6.2 PERSONAL DESCRIPTIONS. When describing unidentified persons in an

Incident Report, record the following information:

- Sex
- Height
- Age
- Speech characteristics
- Mannerisms or gestures
- Hair color, length and style (note if hair appears to be a wig or hairpiece)
- Facial characteristics (facial hair, glasses, scars, facial structure, earrings, tattoos, etc.)
- Unusual physical characteristics (limp, hump, artificial limb, facial tics, etc.)
- Race
- Weight
- Eye color
- Clothing (including style and color)
- Body type (tall, stocky, heavy set, thin, etc.)

Example:

Suspect was a white male, 6 feet 2 inches tall, weighing about 230 pounds, stocky build and muscular. Apparent age of 20 - 23. Suspect had short, blonde hair in a crewcut, a narrow face with a light brown moustache, black plastic rim glasses, blue eyes and a gold post earring in his left ear. Suspect was wearing a blue denim jacket with a "Harley-Davidson" logo on the back, dirty white T-shirt, faded blue jeans and brown boots. Suspect also had several rings on both hands and nicotine stains on right forefingers and thumb. Suspect's voice was deep and gravelly. Suspect walked with a slight limp and a slouched posture and frequently sniffed as if he had a nasal problem.

6.3 VEHICLE DESCRIPTIONS. When describing vehicles in an Incident Report, record the following information:



- Type of vehicle
- Make (manufacturer name)
- Model
- Number of doors
- Body style (sedan, station wagon, convertible, van, etc.)
- Color (primary color first, then secondary colors and location of secondary colors)
- Important identifying characteristics (ski racks, location of dents, missing hubcaps, bumper stickers, body decay or rust, etc.)
- License Plate number (always identify state)
- Expiration date of registration sticker
- Year of manufacture
- Number of people in the vehicle

Example:

Suspect vehicle was a 2006 Chevy Blazer, two doors, red with a black top, Vehicle had a silver ski rack, a large rusted dent in the passenger side door, a noisy muffler and a "Red Sox" bumper sticker on the left rear bumper. Plate number was Massachusetts, 123-ABC and registration sticker on plate expires December 2012.

Section 7: Public Relations

Overview Your primary functions while assigned at Hancock Wellness Center are to help maintain the security and safety of the facility, and provide assistance to staff & patients.

The image that you portray is directly reflective on the overall impression that employees and patients form of Hancock Wellness Center staff, Phoenix Investigations and Allied Barton Security Services. Greet each person with a smile and a welcome – it will make their experience more enjoyable and a smile and pleasant demeanor are long remembered.

Appearance The way you dress and hold yourself sets the tone for your day and has a direct impact on your overall effectiveness at work. You should concentrate each day on putting the following habits into practice:



- Make eye contact
- Stand at an erect but comfortable posture
- Keep a smiling face & a warm, pleasant tone of voice
- Be highly attentive & responsive to your surroundings
- Consistently have highly shined shoes
- Have a crisply pressed and neatly worn uniform

**Telephone
Operation**

Always be courteous, polite, and friendly while speaking on the phone.

Answer phone as follows:

“Good Morning/Afternoon/Evening, Hancock Wellness Center Security. Your name speaking. How may I help you?”

Confidentiality

In your capacity as a security officer assigned to Hancock Wellness Center, you will constantly have access to sensitive information, both of a professional and personal nature. You must **NEVER** divulge personal, proprietary or confidential information, including information contained in your procedural and logbooks, to anyone but the proper persons.

**Post
Appearance**

All security personnel assigned to each post are responsible for its cleanliness. Both you and your surroundings are representative of a person’s initial impression of Hancock Wellness Center personnel, Phoenix Investigations, and Allied Barton Security Services. To maintain the neatness of the post, please dispose of old journals & stray pieces of paper and remove all personal belongings at the end of your shift.



Section 8: Memorandums and Log Books

These items are designed to keep you abreast of any changes, temporary or permanent, which are in effect at the site. Any questions regarding this material should be directed to your on-duty supervisor or account manager.

8.1 MEMORANDUMS

The contents of these memos vary, but usually contain a clarification of an existing procedure or an additional procedure to be followed on a temporary or permanent basis.

This information comes directly from Hancock Wellness Center, Phoenix Investigations & Allied Barton Management.

8.2 PASS-DOWN LOG

Proper Usage This log serves as a tool for site security officers to efficiently relay information on areas of concern or other issues in the building to officers on upcoming shifts. At the beginning of each shift, you are to review the log and initial any new entries to indicate that you have read and understand the provided information. This does not replace the verbal update each officer provides his/her relief but is merely an additional step to ensure all officers are aware of building problems.

Examples Entries in the log should include but are not limited to maintenance concerns such as clogged drains, elevator problems, employee/contractor activity or other information that has been passed



on from building management or maintenance.

Necessity for Incident Reports Remember – if building management is not yet aware of a maintenance or building concern, an Incident Report (*see Section 6*) should still be generated to advise Facility & Allied Barton Management.

Section 9: Emergency Procedures

9.1 FIRE & TROUBLE ALARM PROCEDURES

9.1.1 What's the difference between the two?

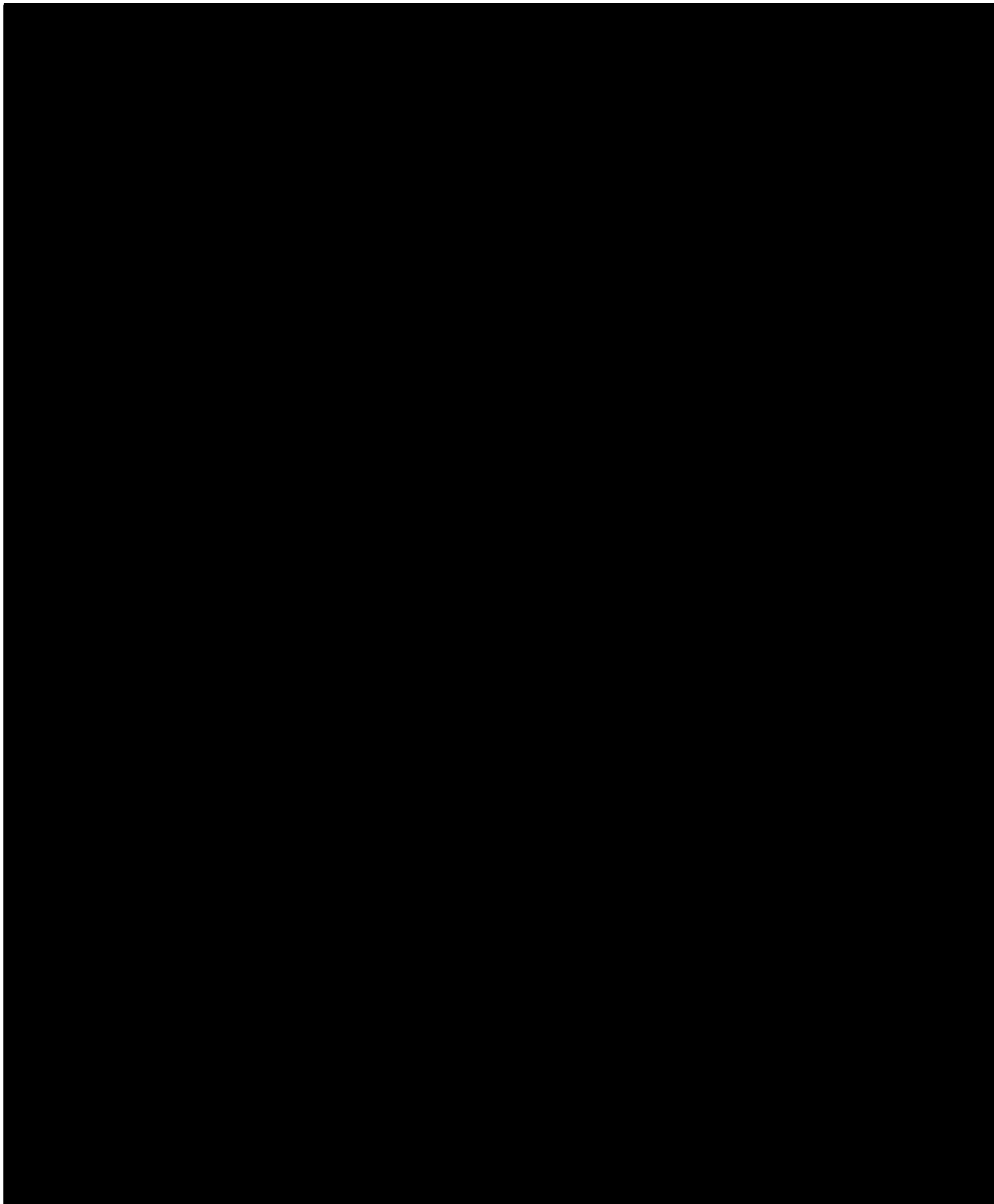
When a trouble alarm annunciates, the sound is localized to that building's Fire Panel and **will not** resonate throughout that building. An example of what might cause a trouble alarm to sound is a smoke detector in the building that has a low battery. When the fire alarm goes off, the alarm will resonate from **both** that building's Fire Panel and from enunciators throughout that building and strobe lights will go off on all floors.

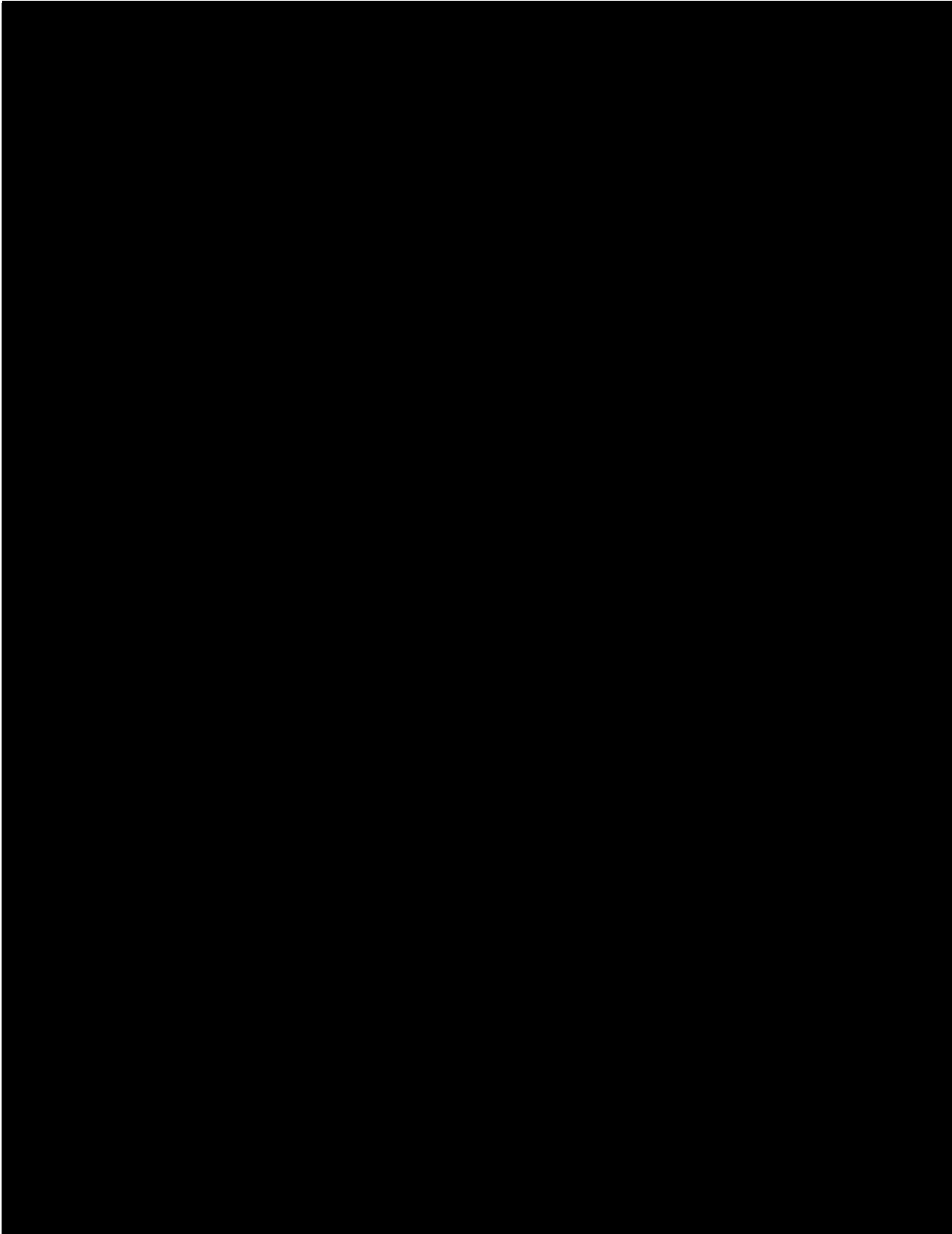
9.1.2 Reading the Panel. If you need to review the panel for the location of the alarm, look for the description with the red (for fire) or yellow (for trouble) light next to it and write down exactly what is indicated. **Do not reset the panel.**

9.1.3 Fire Panel Locations. The fire panel (shown on the next page) is located on the basement level floor in the maintenance room; see the diagram below for exact



location.





Remote Annunciator

RA-1000

The RA-1000 is a remote annunciator used to operate and program IFP-series fire alarm control panels (FACPs). The RA-1000's keypad and display match the built-in annunciator of the IFP-1000 control panel. The remote annunciator connects to the control panel via the RS-485 system bus. When the system is in normal operation and has AC power, the Power LED is lit and all other LEDs are off. The other LEDs turn on as alarms, supervisories, troubles, system silenced and AC power losses occur.

Features

- 80-character backlit LCD display (4 lines with 20 characters on each line)
- Tactile and audible feedback
- Accepts user codes or fire fighter's key
- Larger keypad buttons for system reset and silence
- RS-485 interface to panel
- Operation and appearance is identical to IFP-1000 built-in annunciator
- Install up to eight RA-1000s per FACP
- Support for simultaneous use of multiple RA-1000s
- On-board piezo sounder audibly indicates alarms, troubles, and supervisories
- Five status LEDs for alarm, supervisory, trouble, silence and AC power conditions
- Available in red or light gray
- Wiring lengths up to 6000 ft. from the FACP (depending on wire gauge and number of devices on SBUS)
- UL listed, complies with NFPA 72
- CSFM approved
- MEA



9.1.4 Fire Alarm Procedure

Overview How you react in the event of fire is essential to ensuring the safety of yourself and others. Therefore, you should become very familiar with the evacuation routes and exits of Hancock Wellness Center. Ensure that all employees are familiar with the procedure to follow in the event of an emergency as outlined in the company's Emergency Plan.

Procedure In the event of an alarm "RACE":

1. **R:** Remove anyone from immediate danger
2. **A:** Activate the building fire alarm system and call 911
3. **C:** Confine the fire by closing all windows and doors
4. **E:** Evacuate, leave the building

Extinguish the fire only if it can be done safely

How to Survive a Building Fire:

1. Crawl If There's Smoke
2. Feel Doors Before Opening
3. Go To The Nearest Exit
4. Always Use An Exit Stair, Not An Elevator
5. Close Doors
6. Use a fire extinguisher if the fire is very small and you know how to use it safely
7. If you are on fire - Stop, Drop and Roll
8. If You Get Trapped
 1. Close the door
 2. Seal cracks
 3. Open the windows if safe



4. Signal for help and phone 911
5. Don't jump; the fire department will reach you

If You are Physically Impaired:

1. If you are disabled (even temporarily), you should do the following:
 - a) Learn about fire safety
 - b) Plan ahead for fire emergencies
 - c) Be aware of your own capabilities and limitations
2. Look for "areas of refuge" like stair enclosures or other side of corridor fire doors. Elevators are not safe during fires.

Sometimes it may be safer to stay in your room. Follow the advice for being trapped.
3. If there is an immediate threat to safety, ask others near you for assistance. If no help is available, seek refuge in a room with a window or stairway. If possible, call "911" to report your location and receive instructions from the Emergency Operator.

Documentation The security officer(s) on duty must fill out an incident report with any known details of how the fire started and pertinent information regarding the fire.



9.1.5 *Trouble & Supervisor Alarm Procedure*

Verify Location Write down the location alarm point as indicated on the Fire Panel.

Notification Notify the local fire authority first. Next, call the Hancock Wellness Center maintenance supervisor and your account manager.

Documentation The security officer(s) on duty must fill out an incident report with any known details of how the fire started and pertinent information regarding the fire.

9.2 **MEDICAL EMERGENCY**

9.2.1 You witness a medical emergency:

Respond Determine the cause and extent of the emergency and note visible signs of distress. Calm the victim by speaking in a quiet, confident, and reassuring manner. Protect yourself before attempting to rescue another:

- In cases of electrocution, be extremely careful of live wires and do not approach unless you can safely turn the current off.
- Never touch bodily fluids (blood, saliva or urine) without using rubber gloves

Notification Call 911 and request Emergency Medical Services (EMS). Describe the nature of the injury/illness and direct them to the appropriate facility entrance



Ambulance Arrival	Dispatch the patrol officer to meet the ambulance & direct the EMTs to the patient.
Crowd Control	All personnel not directly associated to giving medical aid should be cleared from the area.
Information	Get any remaining identifying information regarding the victim from the EMTs, Fire Rescue, or Police Department when doing so does not intrude on their duties.
Notification & Documentation	<p>If the emergency might have been caused by a discrepancy in the building (slippery floor, etc.) or the grounds survey the area and provide a description of what you observe. Call your on-duty supervisor via landline to brief him/her on the situation, to include any apparent problems associated with the building.</p> <p>Generate a complete and detailed Incident Report.</p>

9.2.2 A medical emergency is reported to you:

Response	If the emergency was called in to you & you did not witness it, take down all relevant details (location, nature of problem, witness's name, call-back number).
Notification	Call 911 and request Emergency Medical Services (EMS). Describe the nature of the injury/illness and direct them to the appropriate entrance. If it is away from your area of direct response, notify the



patrol officer/supervisor to respond and meet emergency personnel.

Ambulance Arrival Meet the ambulance upon arrival (site-specific) and direct the EMTs to the patient.

Crowd Control All personnel not directly associated with giving medical aid should be cleared from the area.

Information Obtain any remaining identifying information regarding the victim from the EMTs, Fire Rescue, or Police Department when doing so does not intrude on their duties.

Notification & Documentation If the emergency might have been caused by a discrepancy in the building (slippery floor, etc.) survey the area and provide a description of what you observe. Call your on-duty supervisor via landline to brief him/her on the situation, to include any apparent problems associated with the building.

Generate a complete and detailed Incident Report.

9.3 CRIMINAL ACTIVITY

Criminal activity can take two general forms. Appropriate response is as follows:

9.3.1 Non-violent (Trespass, Theft, Vandalism, etc.)

- Crime in Progress, Suspects Present**
1. Without endangering yourself, verbally challenge the suspects to cease their activity. Notify your account manager or Rover for immediate response.



2. Call 911. Relate the details of the incident and follow their instructions.
3. Generate a complete and detailed Incident Report.

Crime Has Already Occurred, Suspects Have Gone

1. If it is possible to investigate the incident to determine the immediate facts (nature of the unlawful activity, location of suspect, extent of injuries, etc.), obtain this information.
2. Contact the Shift Supervisor & relay all pertinent info.
3. Contact the Police Department, relate the details of the incident and follow their instructions.
4. Generate a complete and detailed Incident Report.

9.3.2 Violent (Assault, Robbery, etc.)

1. Call 911. Call available rovers and your shift supervisor for assistance.
2. If possible, without endangering yourself, attempt to assist the victim and interrupt the crime.
3. You or an available officer should meet BPD at the main entrance, direct them to the location of the crime, & follow their direction.
4. Generate a complete and detailed Incident Report.



9.4 WEATHER EMERGENCIES

General Severe weather conditions are usually anticipated and facility management will typically have ample opportunity to consider appropriate responses. However, you have the most direct visual of weather threats to your location and should relay any concerns. You may also receive direct communication regarding localized problems due to the visibility of your location; relaying this information is essential in preventing harm to persons or damage to property.

Hazardous Conditions

1. Snow accumulation of more than 1 inch
2. Icing conditions
3. Damaging winds or rain
4. Fallen trees or tree limbs
5. Any potential threat to person or property

Notification Contact (maintenance number) with any weather-related concerns.

9.5 MAINTENANCE ON-CALL EMERGENCIES

Overview Any unsafe conditions should be reported immediately to help prevent costly damage to the facility and interruption to the normal way of business. It is very important that all officers remain alert to such conditions. Any indication of leaking (water damage on ceilings or floors, dripping pipes, mildew marks) should be reported to your supervisor immediately.



Examples The following is a list of some malfunctions and emergencies that maintenance should be called for:

- The smell of gas or smoke
- Water leaking & frozen pipes
- Toilet or sink overflowing or stopped up
- No heat or air conditioning/convector
- Air conditioning or convector leak
- All fire or trouble alarms
- Any elevator problems

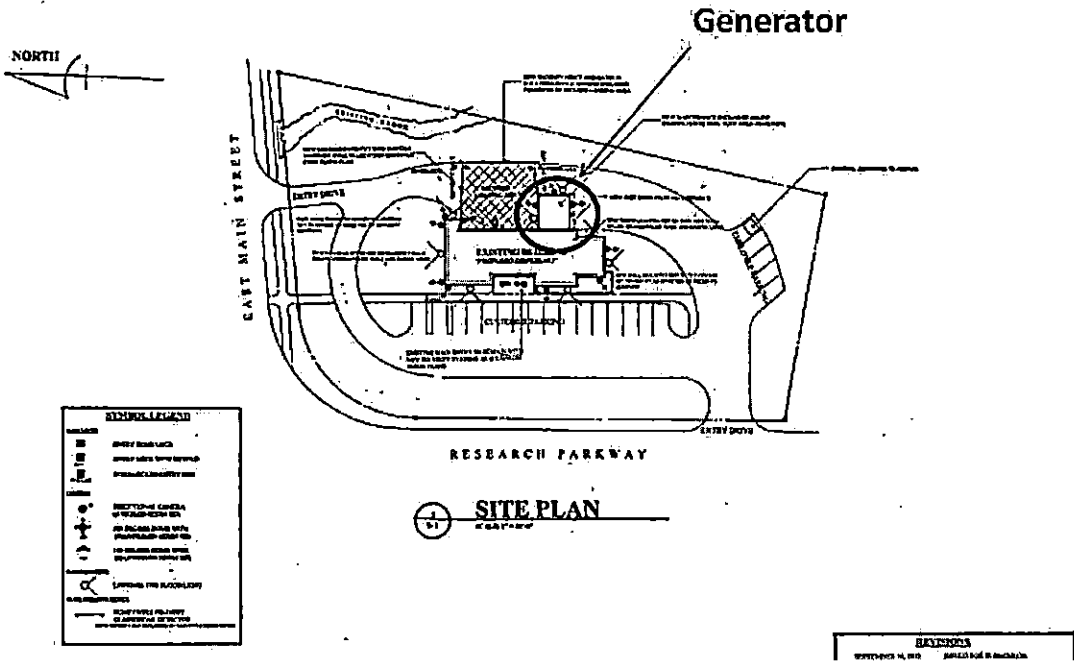
Security Equipment & Card Readers Notify your on-duty supervisor of all problems relating to security equipment

Any questions regarding when and to whom any calls should be made can be directed to your Account Manager.

9.6 POWER OUTAGE

In the event of a power failure, Hancock Wellness Center is equipped with an uninterrupted power supply (UPS) and an emergency generator, located in the facilities maintenance room next to the secured loading area (refer to the site map below). If there is a power failure, all access control systems and all cameras/monitoring equipment will continue to function uninterrupted until the emergency generator is automatically activated within 10 seconds of a detected electrical interruption. The emergency electrical generator is sized at 80KW and in excess of the 400 amp service to the building therefore Hancock Wellness Center can operate fully-functional and autonomously for extended periods of time, only requiring period refueling of the generator.

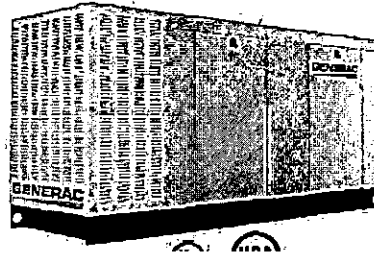




CONTACT HANCOCK WELLNESS CENTER FACILITIES MANAGER

Notification & Documentation

- Notify maintenance & your on-duty supervisor and follow their instructions.
- If you are questioned by building personnel, inform them that the above contacts have been notified. Tell them the nature of the problem and the estimated time of repair if you know it.
- Generate a complete and detailed Incident Report.



9.7 FACILITY ELEVATORS

9.7.1 *Elevator Operation*

Requirements Emergencies and special client requests requiring the elevator to be on independent service are handled by the shift supervisor on duty.

Operation Using the barrel key, turn the Independent Service switch to “off”. The elevator will now not stop at any floor except for those hit inside of the elevator. Remember that the doors will remain open until you depress the Door Close button. You will need to hold the “Door Close” button until the doors are completely shut and the elevator has started moving.

Medical Emergencies Take the elevator off of Independent Service (as above) and stand by on the ground floor to wait for emergency personnel to arrive. After you take them to the floor of the emergency, wait until they return. DO NOT allow passengers on the elevator during the emergency.

VIPs (N/A) Operate as above. When holding the elevator for VIPs, do not allow non-associated passengers on the elevator unless you have been specifically authorized to do so.

9.7.2 *Elevator Malfunctions, Non-Entrapment*

If an elevator breaks down and you can verify that there is no one inside, adhere to the following: **NOTIFY HANCOCK WELLNESS CENTER FACILITY MANAGER**

Information Determine which elevator is stuck and, if possible, which floor the elevator is stuck on.



Notification *NOTIFY HANCOCK WELLNESS CENTER FACILITY MANAGER*

Documentation Indicate the following on an Incident Report:

- The time/date that the malfunction was observed
- The time that the elevator repair company was notified
- The time/date the problem was corrected
- The cause of the problem, as reported by the elevator technicians

9.8 ELEVATOR ENTRAPMENT

Information Determine which elevator is stuck and, if possible, which floor the elevator is stuck on. Find out how many people are in the elevator and get a description of the problem.

Notification Contact your on-duty supervisor and rover to respond. Contact the maintenance department at Hancock Wellness Center facility manager.

Await Assistance The rover should meet the elevator company at the main entrance to bring them to the elevator location.

Emergency! If the person inside of the elevator panics or suffers a medical emergency, call 911 immediately and request an emergency extraction.

Documentation Generate a complete and detailed Incident Report.



9.9 CIVIL DISTURBANCE

Contact Management & Police In the event of a civil disturbance such as a riot, demonstration, picket, etc., contact your on-duty supervisor and Account Manager immediately. Contact the police department to advise them of the activity, the number of people, if assistance is needed, and what the demonstration appears to be in regard to.

Secure Entryways **ALLOW ONLY AUTHORIZED PERSONNEL TO ENTER THE FACILITY**

Interaction Advise employees & patients entering or exiting the building to avoid confrontation with demonstrators. Refrain from making any comments to the media.

Documentation Generate a complete and detailed Incident Report.

9.10 BOMB THREAT

You may become aware of a bomb threat in multiple ways: you can visually see or someone reports a suspicious physical device or the bomb threat can be called or messaged in directly.

9.10.1 *You receive the call:*

Phone Call Attempt to keep the caller on the line as long as you can. Obtain as much information as possible & focus on remaining calm.

- Ask the caller to repeat the message.
- Write down every word that spoken by the person but do not try to use any recording devices. This is a Title 3 violation and is illegal in the state of Connecticut.



- Ask when the device will detonate.
- Ask the location of the device.
- Pay particular attention to background noises, which might give a clue as to where the call is being made from.
- Pay close attention to the speech and voice patterns of the caller.

Record Info As soon as the caller hangs up, complete a **Bomb Threat**

Questionnaire.

Notification First Call 911. Next, call the Building Manager and your account manager to relay the bomb threat information.

Questions... If questioned by people about police activity, advise them that the facility has received a bomb threat and the police and bomb squads have been notified. Further advise them that all persons entering or remaining do so at their own risk. **Do NOT deny entrance to the building unless you have been directed to do so by the Police Department. Keep vigilance for anything that strikes you as unusual.**

Cleared Once the bomb squad has cleared the threat, resume normal procedures.

Documentation Generate a complete and detailed Incident Report.



9.10.2 SOMEONE ELSE RECEIVES THE CALL:

Record Info Have the person complete a **Bomb Threat Questionnaire** form.

Notification While the person is filling out the form, call 911. Next call the Building Manager and your Account Manager to relay to them the threat information.

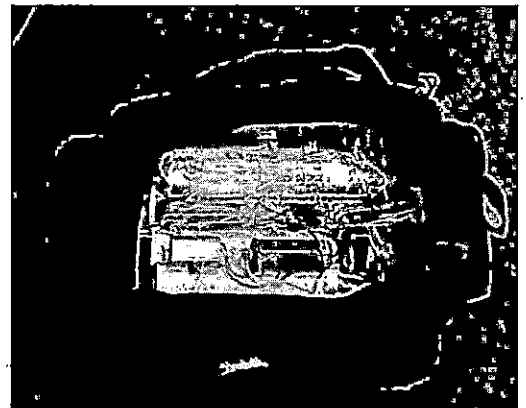
The person who reported the call will need to stand-by and await police arrival. While waiting, record that person's name, department & other relevant information.

Questions... If questioned by people about police activity, advise them that the facility has received a bomb threat and the police and bomb squads have been notified. Further advise them that all persons entering or remaining do so at their own risk. **Do NOT deny entrance to the building unless you have been directed to do so by the Police Department. Keep vigilance for anything that strikes you as unusual.**

Cleared Once the bomb squad has cleared the threat, resume normal procedures.

Documentation Generate a complete and detailed Incident Report.

9.10.3 Actions Around Suspicious Devices *If a suspicious object is discovered, officers will need to*

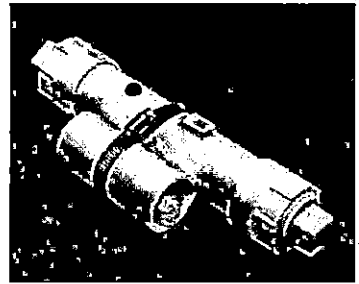


barricade off the area in order to prevent public access.

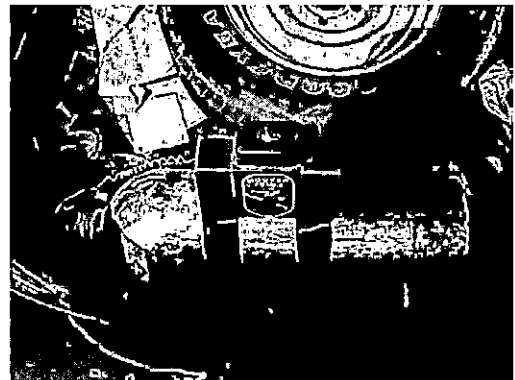
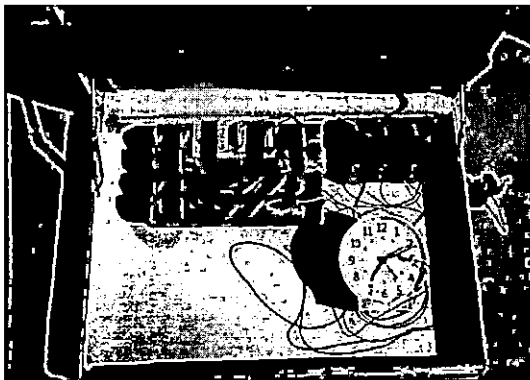
Your Account Manager will assist you in this process.

Adhere to the following when dealing with potential explosive devices:

- Do not touch, open, kick or otherwise make contact with the object.
- Do not smoke.
- Do not transmit on portable radios, cell phone, or use any electronic devices.
- Make all notifications by landline telephone.
- Clear the area of occupants at least 300 feet from the object.
- Ventilate by opening doors and windows.
- Do not submerge an object in water.
- Do not cut any strings or other protruding material.
- Do not turn a cylindrical object.
- Do not lay a bottle on its side.
- Do not unscrew a cover or cap.
- Do not lift the cover or lid of a box.
- Do not use metallic tools in the area of the package.
- Do not accept marking or warnings as legitimate.



9.10.4 Examples of Explosive Devices





Medical Marijuana Program

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E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section I.

Section A: Backer Information

1. Backer business type:						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other:
2. Legal Name of Backer: Jerry Farrell, Jr. (Gerald E. Farrell, Jr.)						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): business address: 6 North Main Street, Suite 202						
5. City: Wallingford				6. State: CT	7. Zip Code: 06492	
8. Daytime Telephone Number: (203) 804-9188		9. Fax Number: (203) 265-1640			10. E-mail Address: jerryfarrell68@gmail.com	

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership interest



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Section C: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State CT	14. Issue Date (month/year): 12 / 1993 Expiration Date (month/year): /	15. Type: Attorney	16. Number: Juris # 408649
17. State	18. Issue Date (month/year): / Expiration Date (month/year): /	19. Type:	20. Number:

Section D: Legal Proceedings

21. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

22. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

23. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

24. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section F: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:

▶ *Jerry Farrell D.*

27. Date Signed:

9-10-2015

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

28. Signature:

▶ *Jerry Farrell D.*

29. Date Signed:

9-10-2015



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Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section I.

Section A: Backer Information

1. Backer business type:						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other:
2. Legal Name of Backer: Joseph M. Nardecchia						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 506 Ridgeview Rd						
5. City: Orange				6. State: CT	7. Zip Code: 06477	
8. Daytime Telephone Number: (203) 640-4413		9. Fax Number:			10. E-mail Address: jn@nardecchiafinancial.com	

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership interest



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Section C: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State CT	14. Issue Date (month/year): 01 / 15 Expiration Date (month/year): 12 / 15	15. Type: CPA	16. Number: 14354
17. State	18. Issue Date (month/year): / Expiration Date (month/year): /	19. Type:	20. Number:

Section D: Legal Proceedings

21. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

22. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

23. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

24. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section F: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:

▶ *[Handwritten Signature]*

27. Date Signed:

8/26/15

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

28. Signature:

▶ *[Handwritten Signature]*

29. Date Signed:

8/26/15



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Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section I.

Section A: Backer Information

1. Backer business type:						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other:
2. Legal Name of Backer: Gregory Hancock						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 840 East Main Street						
5. City: Meriden				6. State: CT	7. Zip Code: 06450	
8. Daytime Telephone Number: (203) 235-6323		9. Fax Number:			10. E-mail Address: greg@hancockpharmacy.com	

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership interest



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Section C: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): /	15. Type:	16. Number:
	Expiration Date (month/year): /		See attached
17. State	18. Issue Date (month/year): /	19. Type:	20. Number:
	Expiration Date (month/year): /		

Section D: Legal Proceedings

21. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?
 Yes No
 If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

22. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?
 Yes No
 If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

23. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?
 Yes No
 If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

24. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?
 Yes No
 If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No
 If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section F: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:

▶ *Grey Hancock*

27. Date Signed:

9/14/15

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

28. Signature:

▶ *Grey Hancock*

29. Date Signed:

9/14/15



State of Connecticut

Lookup Detail View

Contact Name

Name
GREGORY L HANCOCK

Credential Information
Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason	First Effective Date
PCT.0006281	PHARMACIST	02/01/2014	01/31/2016	ACTIVE	NONE	02/01/2006

Generated on: 9/14/2015 12:40:37 PM



State of Connecticut

Lookup Detail View

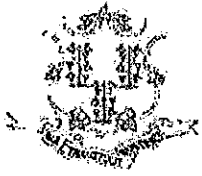
Name and Address

Name	License Address
HANCOCK'S PHARMACY AND SURGICAL CENTER	840 E MAIN ST MERIDEN, CT 06450-6008

Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0000897	PHARMACY	09/01/2015	08/31/2016	ACTIVE	NONE

Generated on: 9/14/2015 12:24:29 PM



State of Connecticut

Lookup Detail View

Name and Address

Name	License Address
HANCOCK PHARMACY AT LONG WHARF, INC	1 LONG WHARF DR STE 116 NEW HAVEN, CT 06511-5991

Credential Information

Credential Information					
Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0002211	PHARMACY	09/01/2015	08/31/2016	ACTIVE	NONE

Generated on: 9/14/2015 12:26:09 PM



State of Connecticut

Lookup Detail View

Name and Address

Name	License Address
HANCOCK LTC INC	29 GRAVLE ST MERIDEN, CT 06450

Credential Information

Credential Information					
Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0002306	PHARMACY			PENDING	NEW APPLICATION REVIEW REQUIRED

Generated on: 9/14/2015 12:25:36 PM



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Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section 1.

Section A: Backer Information

1. Backer business type:						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other:
2. Legal Name of Backer: <i>Adam Stern</i>						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): <i>90 Terrell Farms Pl</i>						
5. City: <i>Cheshire</i>			6. State: <i>CT</i>		7. Zip Code: <i>06410</i>	
8. Daytime Telephone Number: <i>203-393-6868</i>		9. Fax Number: <i>203-265-1640</i>			10. E-mail Address: <i>astern01@gmail.com</i>	

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership interest



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Section C: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): /	15. Type:	16. Number:
	Expiration Date (month/year): /		
17. State	18. Issue Date (month/year): /	19. Type:	20. Number:
	Expiration Date (month/year): /		

Section D: Legal Proceedings

21. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

22. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

23. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

24. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section F: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:

▶

27. Date Signed:

Sep / 11 / 2015

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

28. Signature:

▶

29. Date Signed:

Sep / 11 / 2015



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Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section I.

Section A: Backer Information

1. Backer business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other:
2. Legal Name of Backer: Canyon Drive Associates, LLC						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 200 Pratt Street						
5. City: Meriden				6. State: CT	7. Zip Code: 06540	
8. Daytime Telephone Number: (203) 639-5121		9. Fax Number: (203) 235-6557			10. E-mail Address: N/A	

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last): Christina Carabetta	12. Percentage of ownership interest 50%
Joseph F. Carabetta, III	50%



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Section C: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

13. State	14. Issue Date (month/year): N/A / Expiration Date (month/year): N/A /	15. Type:	16. Number:
17. State	18. Issue Date (month/year): / Expiration Date (month/year): /	19. Type:	20. Number:

Section D: Legal Proceedings

21. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

22. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

23. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on your ability to serve as a backer for the applicant.

24. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section E: Criminal Actions

25. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.



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Section F: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:

▶ *Cristina Carabetta*
Cristina Carabetta

27. Date Signed:

September 4, 2015

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

28. Signature:

▶ *Cristina Carabetta*
Cristina Carabetta

29. Date Signed:

September 4, 2015



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information

1. Name (First, Middle, Last): Jerry Farrell, Jr. (Gerald E. Farrell, Jr.)		
2. Street Address (including Apartment or Suite #): business address: 6 North Main Street, Suite 202		
3. City: Wallingford	4. State: CT	5. Zip Code: 06492
6. Title: Chief Operations Officer	7. Telephone Number: (203) 804-9188	8. E-mail Address: jerryfarrell68@gmail.com
9. Date of Birth:	10. Social Security Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: Self Law Office of Jerry Farrell, Jr.		13. Date of Employment: Start Date: 03 / / 12 End Date: :00 / 00 / 00	
14. Employer Address (including Apartment or Suite #): 6 North Main Street, Suite 202			
15. City: Wallingford		16. State: CT	17. Zip Code: 06492
18. Telephone Number: (203) 804-9188	19. Fax Number: (203) 265-1640	20. E-mail Address: jerryfarrell68@gmail.com	

Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22. Are you currently associated with a pharmacy in any state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved.



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section E: Other Relevant Business Experience

27. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

28. If you answered "yes" to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section F: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

29. State CT	30. Issue Date (month/year): 12 / 93	31. Type: Attorney	32. Number: Juris # 408649
33. State	34. Issue Date (month/year): /	35. Type:	36. Number:
	Expiration Date (month/year): /		



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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identity of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

40. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

43. Date Signed:

9-10-2015



Medical Marijuana Program

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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:



Jerry Farrell J

45. Date Signed:

9-10-2015



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information				
1. Name (First, Middle, Last): Gregory Hancock				
2. Street Address (including Apartment or Suite #): 840 East Main Street				
3. City: Meriden			4. State: CT	5. Zip Code: 06450
6. Title: Dispensary Pharmacist		7. Telephone Number: (203) 235-6323		8. E-mail Address: greg@hancockpharmacy.com
9. Date of Birth: / /		10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information		
12. Current or Most Recent Employer: Self - Hancock's Pharmacy		13. Date of Employment: Start Date: / / 1986 End Date: 000f 00 / 00
14. Employer Address (including Apartment or Suite #): 840 East Main Street		
15. City: Meriden		16. State: CT
		17. Zip Code: 06450
18. Telephone Number: (203) 235-6323	19. Fax Number:	20. E-mail Address: greg@hancockpharmacy.com

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved. 	



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section E: Other Relevant Business Experience

27. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

28. If you answered "yes" to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section F: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

29. State	30. Issue Date (month/year): /	31. Type:	32. Number:
	Expiration Date (month/year): /		See attached
33. State	34. Issue Date (month/year): /	35. Type:	36. Number:
	Expiration Date (month/year): /		



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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

40. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

43. Date Signed:

9/14/15



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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:

▶ *Greg Hancock*

45. Date Signed:

9/14/15



State of Connecticut

Lookup Detail View

Contact Name

Name
GREGORY L HANCOCK

Credential Information
Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason	First Effective Date
PCT.0006281	PHARMACIST	02/01/2014	01/31/2016	ACTIVE	NONE	02/01/2006

Generated on: 9/14/2015 12:40:37 PM



State of Connecticut

Lookup Detail View

Name and Address

Name	License Address
HANCOCK'S PHARMACY AND SURGICAL CENTER	840 E MAIN ST MERIDEN, CT 06450-6008

Credential Information

Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0000897	PHARMACY	09/01/2015	08/31/2016	ACTIVE	NONE

Generated on: 9/14/2015 12:24:29 PM



State of Connecticut

Lookup Detail View

Name and Address

Name	License Address
HANCOCK PHARMACY AT LONG WHARF INC	1 LONG WHARF DR STE 116 NEW HAVEN, CT 06511-5991

Credential Information

Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0002211	PHARMACY	09/01/2015	08/31/2016	ACTIVE	NONE

Generated on: 9/14/2015 12:26:09 PM



State of Connecticut

Lookup Detail View

Name and Address

Name	License Address
HANCOCK LTC INC	29 GRAVLE ST MERIDEN, CT 06450

Credential Information

Credential	Credential Type	Effective Date	Expiration Date	Status	Reason
PCY.0002306	PHARMACY			PENDING	NEW APPLICATION REVIEW REQUIRED

Generated on: 9/14/2015 12:25:36 PM



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information			
1. Name (First, Middle, Last): Joseph M. Nardecchia			
2. Street Address (including Apartment or Suite #): 506 Ridgeview Rd			
3. City: Orange		4. State: CT	5. Zip Code: 06477
6. Title:		7. Telephone Number: (203) 640-4413	8. E-mail Address: jn@nardecchiafinancial.com
9. Date of Birth:	10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information			
12. Current or Most-Recent Employer: Nardecchia Financial LLC		13. Date of Employment: Start Date: 07 / 01 / 15 End Date: : / /	
14. Employer Address (including Apartment or Suite #): 653 Orange Center Rd			
15. City: Orange		16. State: CT	17. Zip Code: 06477
18. Telephone Number: (203) 640-4413		19. Fax Number:	20. E-mail Address: jn@nardecchiafinancial.com

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved. 	



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section E: Other Relevant Business Experience

27. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

28. If you answered "yes" to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section F: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

29. State	30. Issue Date (month/year):	1 / 15	31. Type:	32. Number:
CT	Expiration Date (month/year):	12 / 15	CPA	14354
33. State	34. Issue Date (month/year):	/	35. Type:	36. Number:
	Expiration Date (month/year):	/		



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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control; had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

40. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

43. Date Signed:

8/26/15



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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:



[Handwritten Signature]

45. Date Signed:

8/26/15

Medical Marijuana Program

Joseph M. Nardecchia

Appendix C, Section E, 28

Business name: Balance Point Capital Partners

Services offered: Mezzanine financing and private equity company

Business location: 8 Church Lane, Suite 200, Westport, CT 06880

Titles and responsibilities:

Controller, December 2012 – December 2013:

- Monitor and coordinate day-to-day treasury functions of all entities
- Prepare capital call notices to investors
- Prepare distributions to investors
- Record all general and adjusting journal entries
- Perform monthly, quarterly, and annual closings of the books and records
- Perform monthly bank reconciliations
- Prepare GAAP financial statements
- Prepare annual and 5-year budget of the management company
- Maintain compliance with U.S. Small Business Administration regulatory filing requirements
- Coordinate annual GAAP audit with external auditors
- Coordinate tax processes with external tax preparers
- Oversee human resources functions such as onboarding and exiting employees
- Direct annual profit sharing process
- Coordinate accounts payable process
- Coordinate accounts receivable process

Chief Financial Officer, January 2013 – July 2015:

- Same duties as above.

I resigned from Balance Point Capital Partners ("Balance Point") on my own accord to form an accounting, bookkeeping, and tax company. I have been retained by Balance Point in a consulting fashion to train the new controller in her day-to-day duties with the company. My current consulting agreement with Balance Point expires on December 31, 2015.

Balance Point was never alleged to have violated the laws or regulations of the state or country in which it operates during the time period when I was associated with the business.

As I will be the Chief Financial Officer of the applicant with whom I am associated with, my above experience with Balance Point is relevant to the department's evaluation of the RFA response as many of my duties and responsibilities with the applicant will be similar to the duties and responsibilities of my prior role at Balance Point. I am aware of the financial and accounting needs of a business and can apply my experience and skillset towards the positive performance of the applicant.

Joseph M. Nardecchia, CPA
506 Ridgeview Rd., Orange, CT 06477-2736
Cell: (203) 640-4413; E-mail: jn@nardecchiafinancial.com

EXPERIENCE

Nardecchia Financial LLC
President

Orange, CT
July 2015 – Present

- Owner and founder of accounting, bookkeeping, and tax firm.
- Perform accounting and bookkeeping functions for small businesses.
- Prepare Federal Form 1040 and Connecticut Form CT-1040 tax returns.

Balance Point Capital Partners
Chief Financial Officer

Westport, CT
December 2012 – July 2015

- Responsible for the day-to-day accounting and reporting of three private equity funds with \$400.0MM of assets under management.
- Monitor and coordinate day-to-day treasury functions of all entities.
- Prepare capital call notices to investors.
- Prepare distributions to investors.
- Record all general and adjusting journal entries.
- Perform monthly, quarterly, and annual closings of the books and records.
- Perform monthly bank reconciliations.
- Prepare quarterly/annual GAAP financial statements including Balance Sheet, Schedule of Investments, Income Statement, Schedule of Partners' Capital, Statement of Cash Flows, and footnotes.
- Prepare annual and 5-year budget of the management company.
- Maintain compliance with U.S. Small Business Administration regulatory filing requirements.
- Coordinate annual GAAP audit with external auditors.
- Coordinate tax processes with external tax preparers.
- Oversee human resources functions such as onboarding and exiting employees.
- Direct annual profit sharing process.
- Coordinate accounts payable process.
- Coordinate accounts receivable process.
- Wire funds to portfolio companies.
- Review portfolio company investment agreements to determine investment holdings for disclosure in the financial statements.
- Open bank accounts as necessary.
- Interact with partners, investment team, legal firms, and accounting firms.

Lime Rock Partners
Accounting Manager

Westport, CT
November 2004 – December 2012

- Responsible for the day-to-day accounting and reporting of two private equity funds with \$1.2B of assets under management.
- Prepare quarterly/annual consolidated GAAP financial statements including Balance Sheet, Schedule of Investments, Income Statement, Schedule of Partners' Capital, Statement of Cash Flows, and footnotes.
- Prepare cash, prepaid expense, accrued expense, interest/dividend income, management fee, and partners' capital work papers of the funds.
- Prepare GP work papers and financial statements.
- Reconcile daily cash activity and book activity into QuickBooks.
- Prepare budgets to estimate future expenses of entities and call capital based on need.
- Analyze general ledger income and expenses for reasonableness.
- Assess and record quarterly accruals of tax, audit, and bank fees.
- Assess and record prepaid insurance and prepaid management fees.
- Prepare quarterly "waterfall model" to determine fund carry.

- Review quarterly portfolio company investment valuation spreadsheets for accuracy of share amounts, FX rates, and correctness of formulas.
- Consolidate blocker corporation activity into fund financial statements.
- Prepare and communicate capital call and distribution announcements to investors.
- Report fund financials and fund announcements to investors.
- Receive and respond to investor inquiries relating to the funds and investor capital balances.
- Wire funds to portfolio companies.
- Enter into FX contracts for use with investments.
- Review portfolio company investment agreements to determine investment holdings for disclosure in the financial statements.
- Supervise one individual on the preparation of blocker and holding company work papers including cash, investments, income, and expenses.
- Supervise one individual on the completion of LP audit confirmation requests.
- Supervise one individual on updating the company LP contact database.
- Assist auditors with annual audit.
- Open bank accounts as necessary.
- Perform A/P functions: invoice approximately fifteen portfolio companies on a quarterly basis.
- Perform A/R functions: process payment of approximately fifty invoices a week including coding of expenses and processing of checks.
- Interact with CFO, VP of Finance, Controller, investment team, legal department, and IT department.

Paloma Partners Management Company
Senior Portfolio Accountant

Greenwich, CT
May 2004 – August 2004

- Prepare daily hedge fund profit and loss reports for various portfolios and reconcile to trader P&L.
- Coordinate with departments to ensure proper booking of trades, corporate actions (e.g. dividends), and account fees.
- Close monthly general ledger accounts including booking of accruals, depreciation, and trader expenses.

Deloitte and Touche LLP
Staff Accountant

Stamford, CT
Sept. 2002 – May 2004

- Assist in audit functions such as testing of cash, fixed assets, prepaid expenses, and accounts payable.
- Assist in preparing and supporting information of SEC filings such as 10-K, 10-Q, and 8-K.
- Perform analysis of Hyperion consolidating financial statement accounts.
- Document existing tax department internal controls in accordance with Sarbanes/Oxley requirements and recommend improvements based on findings.
- Prepare detail documentation of tax compliance, tax controversy, and tax provision processes in accordance with Sarbanes/Oxley requirements and recommend improvements based on findings.

Venman & Co., CPA's
Intern

Shelton, CT
June 1998 – June 2002

- Prepare corporate, personal, partnership, and not for profit organization tax returns
- Prepare payroll tax returns and annual personal property tax returns
- Assist in compilations for: account coding of receipts and disbursements, cash reconciliation, and preparation of financial statements
- Audit experience including testing cash, revenues, and fixed assets
- Utilize fixed asset programs (Creative Solutions Depreciation Solutions) to enter fixed assets and create depreciation journal entries and reports
- Prepare investment schedules tracking principle changes and interest/dividend returns

EDUCATION

Quinnipiac University
M.B.A., Financial Management, GPA 3.4 **May 2002**

Quinnipiac University
B.S., Accounting, GPA 3.3 **May 2001**

COMPETENCIES

- Microsoft Excel
 - Microsoft Word
 - QuickBooks
 - IntraLinks web-based reporting workspace
 - Microsoft Visio (flowchart software)
 - Microsoft PowerPoint
-



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information				
1. Name (First, Middle, Last): <i>Adam M. Stein</i>				
2. Street Address (including Apartment or Suite #): <i>90 Terrell Farms Pl</i>				
3. City: <i>Cheshire</i>			4. State: <i>CT</i>	5. Zip Code: <i>06410</i>
6. Title: <i>CEO</i>		7. Telephone Number: <i>203-343-6868</i>		8. E-mail Address: <i>amstein07@gmail.com</i>
9. Date of Birth:		10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information				
12. Current or Most Recent Employer: <i>Innovative Health Plan</i>			13. Date of Employment: Start Date: <i>03/02/2015</i> End Date: <i>/ /</i>	
14. Employer Address (including Apartment or Suite #): <i>46 Prince St.</i>				
15. City: <i>New Haven</i>			16. State: <i>CT</i>	17. Zip Code: <i>06514</i>
18. Telephone Number: <i>866-342-8152</i>		19. Fax Number: <i>203-361-9478</i>		20. E-mail Address: <i>a.stein@innovativehealthplan.com</i>

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved. 	



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section E: Other Relevant Business Experience

27. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

28. If you answered "yes" to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section F: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

29. State	30. Issue Date (month/year): /	31. Type:	32. Number:
	Expiration Date (month/year): /		
33. State	34. Issue Date (month/year): /	35. Type:	36. Number:
	Expiration Date (month/year): /		



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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

40. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

43. Date Signed:

Sep / 11 / 2015



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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:



45. Date Signed:

Sep 11 / 2015



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information			
1. Name (First, Middle, Last): Cristina Carabetta			
2. Street Address (including Apartment or Suite #): 200 Pratt Street			
3. City: Meriden		4. State: CT	5. Zip Code: 06450
6. Title: Member of LLC, Owner		7. Telephone Number: (203) 639-5121	8. E-mail Address: N/A
9. Date of Birth:	10. Social Security Number:		11. Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female

Section B: Employment Information			
12. Current or Most Recent Employer: Law School Student at Quinnipiac University		13. Date of Employment: Start Date: 9 / 1 / 15 End Date: : / /	
14. Employer Address (including Apartment or Suite #): 275 Mt. Carmel Avenue			
15. City: Hamden		16. State: CT	17. Zip Code: 06518
18. Telephone Number: (203) 528-8200	19. Fax Number:	20. E-mail Address: N/A	

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, how those allegations were resolved. 	



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.

Section E: Other Relevant Business Experience

27. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

28. If you answered "yes" to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section F: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits or registrations ever held, current or expired, by you. Attach additional pages if necessary.

29. State	30. Issue Date (month/year): N/A/ Expiration Date (month/year): N/A/	31. Type:	32. Number:
33. State	34. Issue Date (month/year): / Expiration Date (month/year): /	35. Type:	36. Number:



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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

40. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

▶ *Cristina Carabetta*

43. Date Signed:

September 4, 2015



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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:



Cristina Caralotta

45. Date Signed:

September 4, 2015

Cristina A. Carabetta

187 Canyon Drive
Meriden, CT 06450
c.carabetta@yahoo.com
203.715.6444

EDUCATION:

QUINNIPIAC SCHOOL OF LAW, North Haven, Connecticut
Juris Doctor, May 2018

LYNN UNIVERSITY, Boca Raton, Florida
Bachelor of Science, May 2014 (GPA 3.45)

EXPERIENCE:

CARABETTA MANAGEMENT COMPANIES, Meriden, CT
*Legal Department Executive Assistant,
Seasonal, May 2010 – 2014*

Drafted and maintained spreadsheets of delinquent clients, reviewed client leases for alleged breach of contract complaints; Drafted payment plans for clients in need; Accompanied in-house counsel to housing court; Prepared HUD documents when necessary; Collected rents that were in arrears.

BLOOMINGDALES, Boca Raton, FL

Public Relations and Event Planning Intern, *Jan 2013-May 2013*

Assisted the Public Relations and Event Planning department in promotions of events online on bloomingdales.com; Managed the in store sponsor look-book while organizing by consolidation the event stock room. Aided with the in-store prom 2013 campaign promotion via online footprint; Assisted the in-store and offsite fashion shows; Charged with launching my own in store fashion show.

CROSS CULTURAL SOLUTIONS, Salvador da Bahia, Brazil

Volunteer – January 2012

Volunteered at the Madre Tereza Missionary. Mentored underprivileged children and aided elderly individuals; Assisted Sisters with meal prep for up to thirty children daily; helped prepare breakfast in the mornings and dinner in the evenings; Taught English to the children in the afternoons.

POSITIONS:

Stylist for Lynn University Fashion Show
Member Lynn University Fashion Management Association

AWARDS:

Dean's List Spring 2014
Dean's List Fall 2013
Dean's List Spring 2012
Dean's List Fall 2011
Dean's List Spring 2011
Dean's List Fall 2010



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Appendix C Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section J.

Section A: Personal Information			
1. Name (First, Middle, Last): Joseph F. Carabetta III			
2. Street Address (including Apartment or Suite #): 200 Pratt Street			
3. City: Meriden, CT		4. State: CT	5. Zip Code: 06450
6. Title: Member of LLC, Owner	7. Telephone Number: (203) 639-5121	8. E-mail Address: N/A	
9. Date of Birth:	10. Social Security Number:		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information			
12. Current or Most Recent Employer: Carabetta Management Co.		13. Date of Employment: Start Date: 6 / 7 / 10 End Date: / /	
14. Employer Address (including Apartment or Suite #): 200 Pratt Street			
15. City: Meriden		16. State: CT	17. Zip Code: 06450
18. Telephone Number: (203) 582-8200	19. Fax Number: (203) 235-6557	20. E-mail Address: N/A	

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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Section D: Marijuana Business Experience

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Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

26. If you answered "yes" to question 24 or 25, attach a statement setting forth the following information for each marijuana business with which you have been associated:

- The business name;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
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- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
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	Expiration Date (month/year):	N/A/		
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Section G: Legal Proceedings

37. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

38. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

39. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

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Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section H: Criminal Actions

41. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

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Section I: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

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43. Date Signed:

September 4, 2015



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I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

44. Signature:

45. Date Signed:

September 4, 2015

Joseph F. Carabetta III

187 Canyon Drive
Meriden, CT 06450
Jcarabetta9893@gmail.com
203-537-1300

Education

Middlesex Community College

-2012-2015 (Expected to Graduate In December 2015)

-General Studies Degree

Wilcox tech, Meriden, CT

-2007-2011

-3.0 GPA.

Work experience

Carabetta Companies, Meriden, CT 2012-Present

Sale/Rental/Management/Construction

- Order Inventory for apartment complexes.
- Provide excellent customer service to all tenants.
- I've been on million dollar construction projects start to finish.
- Experience in Yardi software
- Pursuing a City Council seat. (Meriden City Council November, 2015)

Volunteer Efforts/Extracurricular Activities

- Care for Kids
- Our Lady of Mount Carmel Varsity Assistant Coach
- Meriden Boys & Girls Club
- Completed over 200 Hour of community service.

Skills

Computer: Microsoft office – Word, Excel, PowerPoint, Email

Personal: Exceptional communication & sales abilities, self-motivated, team oriented, Work well with heavy equipment, Construction Based skills, Yardi software

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Section E, #28, Jerry Farrell, Jr.

Jerry Farrell, Jr. served as Connecticut Commissioner of Consumer Protection from 2006 to 2011. Previously, he served as Deputy Commissioner of Consumer Protection from 2004 to 2006.

During his seven years with DCP, and four plus years as Commissioner, Mr. Farrell worked directly with John Gadea, Director of Drug Control, and Xaviel Soto, as well as many other members of the Drug Control Division.

It was during Mr. Farrell's tenure that the legislature first passed legislation regarding medical marijuana, which was then vetoed by Governor Rell. Mr. Farrell became very familiar with how a medical marijuana regulatory system would be created, as a result of John Gadea and Gary Berner's work on the issue. Leaving DCP, Mr. Farrell already had a substantial knowledge base of how other states regulated medical marijuana and how Connecticut would likely proceed.

When the medical marijuana legislation was revisited and became law, Mr. Farrell became intimately familiar with the new laws and regulations and was part of an application by Central Connecticut Health Ventures for a medical marijuana producer license. As part of his due diligence in learning about the industry, Mr. Farrell traveled to Colorado and visited grow facilities and dispensaries first-hand. Certainly in producing the grower's application for Central Connecticut and understanding the many complicated features of compliance with Connecticut's medical marijuana laws and regulations makes Mr. Farrell significantly well versed and knowledgeable.

Mr. Farrell's years at DCP are experience no other applicant possesses. Mr. Farrell reviewed and signed off on numerous Drug Control investigations, worked with John Gadea and Xaviel Soto in the development of the Prescription Monitoring Program (PMP), undertook the "Lock Your Meds" campaign, and had weekly – if not daily – exposure to the issues that pharmacies encounter in their operation. Diversion, environmental controls, staffing numbers, bubble cards – these were all issues that Mr. Farrell became enmeshed in, working with John Gadea and the members of the Drug Control Division.

Mr. Farrell has been licensed as a lawyer in Connecticut for 22 years. In his post-DCP years, Mr. Farrell's law practice has focused on legal compliance issues, assisting clients of his law office – retailers, wholesalers, and other industry participants - in complying with Connecticut liquor control laws and regulations. Mr. Farrell also served on the Wallingford Town Council for 16 years.

So, in undertaking to operate a medical marijuana dispensary, as a lawyer, former regulator, former local legislator, Mr. Farrell has accumulated the background, intelligence about the issues, and practical understanding of the legal system under which Hancock Wellness Center must operate, and will make certain that HWC operates in exact compliance with Connecticut law.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Resume, Jerry Farrell, Jr.

Jerry Farrell, Jr. (*Gerald E. Farrell, Jr.*)

54 North Elm Street, Wallingford, CT. 06492

203-949-9372 (home), 203-804-9188 (cell), email: jerryfarrell68@gmail.com

Relevant skills:

Strong managerial ability in fiscal, personnel, and institutional advancement issues.

Significant, constant, and positive interaction with thousands of Connecticut's business leaders, government and political officials, and members of the state's legal community.

Successful fundraising experience, combined with knowledge of relevant state and federal tax law and compliance with public charities laws.

Public Educator, expanding the "educator" role of Commissioner of Consumer Protection to teach consumers about relevant marketplace issues; also worked on a local level as a community historian, teaching about the history and architecture of Connecticut.

Regulatory experience in professional and occupational licensing, including licensure of certain educational institutions, development and review of academic criteria\curriculum, development of testing criteria, and oversight of continuing professional education.

Extensive media experience, including television, print and social media, resulting in significant exposure to and credibility with Connecticut's 3.5 million residents.

Employment history:

Attorney, Law Offices of Jerry Farrell, Jr., February 2011-present. Re-entering the private sector after serving in state government, assisting a variety of clients in matters of regulatory compliance, particularly in the area of liquor and pharmaceutical licensing. Client base includes several national wholesalers.

Commissioner of Consumer Protection, December 2006-February 2011. Led the Connecticut Department of Consumer Protection to become recognized as a national and world leader in food safety, toy safety, drug control, liquor control, and public charities regulation.

Deputy Commissioner of Consumer Protection, Sept. 2004-Dec. 2006. Worked closely with the agency's 160 staff members, to improve their investigation, narrative writing, and computer skills.

Attorney, Farrell, Leslie and Grochowski, 1993-2004. Practice focused on trusts and estates, elder law, and non-profit corporations. Licensed to practice before all state and federal courts in Connecticut. Appeared before the Second Circuit, United States Court of Appeals.

Vice President, Raguin Associates, 1990-1996. Provided technical assistance to corporate clients, including the Archdiocese of Boston and Harvard University, regarding the historic restoration of religious buildings.

Educational background:

Juris Doctorate, Villanova University Law School, 1993.

While at Villanova, served as President of the Catholic Law Students Association. As president, organized activities for Catholic members of the law school community, including a legal symposium on advanced directives that brought together legal scholars and Catholic theologians to discuss end-of-life issues.

Bachelor of Arts, cum laude, College of the Holy Cross, 1990.

Double-majored in history and art history. In addition to graduating cum laude, was awarded two academic awards – the Saint Robert Bellarmine gold medal (for research on American religious history) and the Monsignor Kavanaugh award (for research on Catholic art history).

Student member of the college committee that approved faculty promotion and tenure, and worked with faculty members and administrators in balancing teaching ability, scholarship, and diversity issues in the decisions that committee made.

Holy Cross College's undergraduate fellow at the American Antiquarian Society in 1988. The focus of that year's fellows program was "The History of Health and Healthcare in America".

Holy Cross College's nominee for the Watson Fellowship in 1990.

Honors graduate, Choate Rosemary Hall, 1986.

Graduated with honors in history and the social sciences, behavior and ethics.

Public Service:

Municipal:

Member, Wallingford Town Council, Jan. 1996-Jan. 2012

Selectman, Town of Wallingford, 1993-1996

Justice of the Peace, Town of Wallingford, 1994-1996

Vice Chairman, Wallingford Historic District Study Committee, 1986-1991

State of Connecticut:

Chairman, Connecticut State Marshal Commission, 2003-2004, Vice Chairman, 2000-2003

Vice Chairman and Gubernatorial Trustee, Connecticut Trust for

Historic Preservation, 1995-2004

Gubernatorial Trustee, Connecticut Humanities Council, 2008-2010

Candidate for Connecticut Secretary of the State, January-November, 2010

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Resume, Jerry Farrell, Jr.

Religious:

Lector, Most Holy Trinity Church, 1982-present

Parish Historian, Most Holy Trinity Church, 1993-present

Chairman, Most Holy Trinity Church Building Restoration Committee, 2012-present. As chairman, overseeing a \$2 million restoration of the church edifice.

Member, Most Holy Trinity Church Parish Council, 2013-present

Charitable:

President, Wallingford Historic Preservation Trust, 1991-present

As President, have given dozens of lectures, tours of homes, neighborhoods, and churches, and other presentations related to Wallingford's historic architecture and history. Based on original, primary research, these presentations have been funded by grants from the National Endowment for the Humanities and Connecticut Humanities Council.

As President, oversaw the \$500,000 restoration of the Franklin Johnson Mansion in 2001 and the \$350,000 restoration of Nehemiah Royce House in 2012.

President, Center Street Cemetery Association, 1995-2013; board member, 1986-2013

Additional Honors:

December 2009 awarded Cavaliere del Ordine dei Santi Maurizio e Lazzaro (Knight of the Order of Saints Maurice and Lazarus). September 2013 promoted to Ufficiale at Capitolo Generale in Rome.

Recognized by the Hartford Business Journal, in September 2007, as one of the Hartford region's "Forty Under Forty" rising business leaders.

Recognized by the North American Olive Oil Association in 2009 for shepherding the passage of landmark regulations concerning the adulteration of olive oil.

2003 Wallingford Italian-American Citizen of the Year.

2012 Connecticut Italian-American Lawyer of the Year, awarded by the Connecticut Italian-American Bar Association.

Family:

Resides in Wallingford, with wife Natalie, daughter Emilia, and son Michael.

Memberships:

Religious: Most Holy Trinity Roman Catholic Church, Knights of Columbus Pinta Council #5

Legal: Connecticut Bar Association, New Haven County Bar Association, Connecticut Italian-American Bar Association

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Resume, Jerry Farrell, Jr.

Ethnic\Fraternal: Libero Pensiero Italian-American Society, Hungarian Community Club of Wallingford, Connecticut Irish American Historical Society

Historic: Wallingford Historical Society, Meriden Historical Society, Connecticut Historical Society, Connecticut Preservation Action, Antiquarian and Landmarks Society, Society for the Preservation of New England Antiquities, National Trust for Historic Preservation

References:

Available upon request.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Section C, #23, Greg Hancock

Gregory Hancock graduated from the University of Rhode Island in 1984 with a B.S. in Pharmacy.

Mr. Hancock shortly thereafter became licensed in Connecticut as a Pharmacist and in 1986 became the owner of Hancock's Pharmacy (840 East Main Street, Meriden, CT), which had been founded by his father in 1959. He continues to be the driving force of that business to this day, with other pharmacists and pharmacy technicians working for him. There have not been violations of the laws or regulations of Connecticut during Mr. Hancock's 29 years of ownership of this business, or Hancock Pharmacy at Long Wharf (1 Long Wharf Drive, New Haven, CT). Mr. Hancock is also in the process of applying for licensure of Hancock LTC (29 Gravel Street, Meriden, CT), a closed shop pharmacy. All of these businesses are wholly owned by Gregory Hancock.

Department of Consumer Protection – Dispensary-Facility RFA, September 2015
Appendix C, Section E, #28, Greg Hancock

Hancock Wellness Center is the creation of Gregory Hancock, who is not only a Pharmacist, but the owner of several pharmacies, including the largest independent pharmacy in Connecticut, Hancock's Pharmacy (840 East Main Street) in Meriden, which Mr. Hancock has owned and operated for 29 years. He also is the owner of Hancock Pharmacy at Long Wharf (1 Long Wharf Drive, New Haven, CT).

At Hancock's Pharmacy in Meriden, with which Greg has been associated since it was founded by his father in 1959, Mr. Hancock has learned about what it is to be a Community's pharmacist, dealing very directly with Meriden-area patients in the way that independent pharmacies understand. Mr. Hancock understands that being a Pharmacist is more than a mechanical function; it involves interacting with patients with kindness and sensitivity while still complying with all laws and business good practices.

Unlike many pharmacists who have worked for chain pharmacies, and work through a bureaucracy, Mr. Hancock has built two pharmacies basically from the ground-up. He has encountered and solved issues involved in the establishment and operation of a pharmacy that other pharmacists may never have encountered. This kind of intimate, hands-on experience gives Mr. Hancock the experience necessary to take what is now an empty building and transform it into a medical marijuana dispensary that will be fully compliant with Connecticut law and a benefit to Connecticut's patients.

Gregory L. Hancock R. Ph.

Multi-Business Owner

Hancock's Pharmacy and Surgical, Inc.
Hancock Pharmacy at Long Wharf, Inc.
Hancock Realty Corporation
Hancock LTC, Inc.

Profile: Greg Hancock has been a part of Hancock's Pharmacy for over 29 years, and began working in many capacities with his father Stanley J. Hancock Jr. who opened the pharmacy in 1959. Upon graduation, Greg immediately began putting his vision of creating a progressive pharmacy that maintained family values. In 1986, Greg took over the business and has made major renovations to the physical plant and numerous technological advances. From a small pharmacy to one that services retail customers and Long Term Care Facilities throughout the State of Connecticut, Hancock's is relied upon to provide all pharmaceutical services. Hancock's is the largest Independent Pharmacy in CT utilizing 18 vehicles for statewide delivery. The updated technology, state of the art equipment and Greg's knowledge of pharmaceuticals, makes him and Hancock's Pharmacy one of the most innovative and thriving pharmacies in the state even with competition of chain pharmacies that surround him. Greg's dedication to his community exemplifies his leadership in the Meriden area as well as the Pharmacy Industry.

Areas of Expertise: Retail Pharmacy, Long Term Care Pharmacy, Pharmacy Consulting Services, Home Care Medical Equipment, IV Services, Ostomy and Diabetic Specialties, Healthcare and Surgical Equipment

Education

1984 University of Rhode Island, B.S. Pharmacy
1979 Xavier High School, Middletown, CT

Professional Organizations

The Hundred Club
The Masons
The Meriden Chamber of Commerce
The New Haven Chamber of Commerce
The Shriners Directors Staff
Connecticut Pharmacist Association
American Society of Consultant Pharmacists

Awards

2013 Connecticut Pharmacist Association Bowl of Hygeia Award
2010 Sphinx Temple Shriners Appreciation Award
2003 St. Francis Xavier Award, Xavier High School

Accreditations

Accreditation Commission For Health Care, Inc.

Hancock's Pharmacy and Surgical, Inc. 840 East Main Street, Meriden, CT 06450
203-235-6323 800-499-6323 FAX 203-235-2411 FAX 800-603-2411
E-mail: info@hancockpharmacy.com

Hancock Pharmacy at Long Wharf, Inc. 1 Long Wharf Drive, New Haven, CT 06511
203-787-9908 FAX: 203-776-0240 E-mail: info@hancockpharmacy.com

Coming Soon: Hancock LTC, Inc. Closed Shop Pharmacy, located in Meriden, CT.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Section E, #28, Joseph Nardecchia

Medical Marijuana Program

Joseph M. Nardecchia

Appendix C, Section E, 28

Business name: Balance Point Capital Partners

Services offered: Mezzanine financing and private equity company

Business location: 8 Church Lane, Suite 200, Westport, CT 06880

Titles and responsibilities:

Controller, December 2012 – December 2013:

- Monitor and coordinate day-to-day treasury functions of all entities
- Prepare capital call notices to investors
- Prepare distributions to investors
- Record all general and adjusting journal entries
- Perform monthly, quarterly, and annual closings of the books and records
- Perform monthly bank reconciliations
- Prepare GAAP financial statements
- Prepare annual and 5-year budget of the management company
- Maintain compliance with U.S. Small Business Administration regulatory filing requirements
- Coordinate annual GAAP audit with external auditors
- Coordinate tax processes with external tax preparers
- Oversee human resources functions such as onboarding and exiting employees
- Direct annual profit sharing process
- Coordinate accounts payable process
- Coordinate accounts receivable process

Chief Financial Officer, January 2013 – July 2015:

- Same duties as above.

I resigned from Balance Point Capital Partners ("Balance Point") on my own accord to form an accounting, bookkeeping, and tax company. I have been retained by Balance Point in a consulting fashion to train the new controller in her day-to-day duties with the company. My current consulting agreement with Balance Point expires on December 31, 2015.

Balance Point was never alleged to have violated the laws or regulations of the state or country in which it operates during the time period when I was associated with the business.

As I will be the Chief Financial Officer of the applicant with whom I am associated with, my above experience with Balance Point is relevant to the department's evaluation of the RFA response as many of my duties and responsibilities with the applicant will be similar to the duties and responsibilities of my prior role at Balance Point. I am aware of the financial and accounting needs of a business and can apply my experience and skillset towards the positive performance of the applicant.

Joseph M. Nardecchia, CPA
506 Ridgeview Rd., Orange, CT 06477-2736
Cell: (203) 640-4413; E-mail: jn@nardecchiafinancial.com

EXPERIENCE

Nardecchia Financial LLC **President**

Orange, CT
July 2015 – Present

- Owner and founder of accounting, bookkeeping, and tax firm.
- Perform accounting and bookkeeping functions for small businesses.
- Prepare Federal Form 1040 and Connecticut Form CT-1040 tax returns.

Balance Point Capital Partners **Chief Financial Officer**

Westport, CT
December 2012 – July 2015

- Responsible for the day-to-day accounting and reporting of three private equity funds with \$400.0MM of assets under management.
- Monitor and coordinate day-to-day treasury functions of all entities.
- Prepare capital call notices to investors.
- Prepare distributions to investors.
- Record all general and adjusting journal entries.
- Perform monthly, quarterly, and annual closings of the books and records.
- Perform monthly bank reconciliations.
- Prepare quarterly/annual GAAP financial statements including Balance Sheet, Schedule of Investments, Income Statement, Schedule of Partners' Capital, Statement of Cash Flows, and footnotes.
- Prepare annual and 5-year budget of the management company.
- Maintain compliance with U.S. Small Business Administration regulatory filing requirements.
- Coordinate annual GAAP audit with external auditors.
- Coordinate tax processes with external tax preparers.
- Oversee human resources functions such as onboarding and exiting employees.
- Direct annual profit sharing process.
- Coordinate accounts payable process.
- Coordinate accounts receivable process.
- Wire funds to portfolio companies.
- Review portfolio company investment agreements to determine investment holdings for disclosure in the financial statements.
- Open bank accounts as necessary.
- Interact with partners, investment team, legal firms, and accounting firms.

Lime Rock Partners **Accounting Manager**

Westport, CT
November 2004 – December 2012

- Responsible for the day-to-day accounting and reporting of two private equity funds with \$1.2B of assets under management.
- Prepare quarterly/annual consolidated GAAP financial statements including Balance Sheet, Schedule of Investments, Income Statement, Schedule of Partners' Capital, Statement of Cash Flows, and footnotes.
- Prepare cash, prepaid expense, accrued expense, interest/dividend income, management fee, and partners' capital work papers of the funds.
- Prepare GP work papers and financial statements.
- Reconcile daily cash activity and book activity into QuickBooks.
- Prepare budgets to estimate future expenses of entities and call capital based on need.
- Analyze general ledger income and expenses for reasonableness.
- Assess and record quarterly accruals of tax, audit, and bank fees.
- Assess and record prepaid insurance and prepaid management fees.
- Prepare quarterly "waterfall model" to determine fund carry.

- Review quarterly portfolio company investment valuation spreadsheets for accuracy of share amounts, FX rates, and correctness of formulas.
- Consolidate blocker corporation activity into fund financial statements.
- Prepare and communicate capital call and distribution announcements to investors.
- Report fund financials and fund announcements to investors.
- Receive and respond to investor inquiries relating to the funds and investor capital balances.
- Wire funds to portfolio companies.
- Enter into FX contracts for use with investments.
- Review portfolio company investment agreements to determine investment holdings for disclosure in the financial statements.
- Supervise one individual on the preparation of blocker and holding company work papers including cash, investments, income, and expenses.
- Supervise one individual on the completion of LP audit confirmation requests.
- Supervise one individual on updating the company LP contact database.
- Assist auditors with annual audit.
- Open bank accounts as necessary.
- Perform A/P functions: invoice approximately fifteen portfolio companies on a quarterly basis.
- Perform A/R functions: process payment of approximately fifty invoices a week including coding of expenses and processing of checks.
- Interact with CFO, VP of Finance, Controller, investment team, legal department, and IT department.

Paloma Partners Management Company
Senior Portfolio Accountant

Greenwich, CT
May 2004 – August 2004

- Prepare daily hedge fund profit and loss reports for various portfolios and reconcile to trader P&L.
- Coordinate with departments to ensure proper booking of trades, corporate actions (e.g. dividends), and account fees.
- Close monthly general ledger accounts including booking of accruals, depreciation, and trader expenses.

Deloitte and Touche LLP
Staff Accountant

Stamford, CT
Sept. 2002 – May 2004

- Assist in audit functions such as testing of cash, fixed assets, prepaid expenses, and accounts payable.
- Assist in preparing and supporting information of SEC filings such as 10-K, 10-Q, and 8-K.
- Perform analysis of Hyperion consolidating financial statement accounts.
- Document existing tax department internal controls in accordance with Sarbanes/Oxley requirements and recommend improvements based on findings.
- Prepare detail documentation of tax compliance, tax controversy, and tax provision processes in accordance with Sarbanes/Oxley requirements and recommend improvements based on findings.

Venman & Co., CPA's
Intern

Shelton, CT
June 1998 – June 2002

- Prepare corporate, personal, partnership, and not for profit organization tax returns
- Prepare payroll tax returns and annual personal property tax returns
- Assist in compilations for: account coding of receipts and disbursements, cash reconciliation, and preparation of financial statements
- Audit experience including testing cash, revenues, and fixed assets
- Utilize fixed asset programs (Creative Solutions Depreciation Solutions) to enter fixed assets and create depreciation journal entries and reports
- Prepare investment schedules tracking principle changes and interest/dividend returns

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Appendix C, Resumes, Joseph Nardecchia

EDUCATION

Quinnipiac University M.B.A., Financial Management, GPA 3.4	May 2002
Quinnipiac University B.S., Accounting, GPA 3.3	May 2001

COMPETENCIES

- Microsoft Excel
- Microsoft Word
- QuickBooks
- IntraLinks web-based reporting workspace
- Microsoft Visio (flowchart software)
- Microsoft PowerPoint

Department of Consumer Protection – Dispensary Facility RFA, September, 2015
Appendix C, Section E, #28, Adam Stern

Mr. Adam Stern, Chief Executive Officer, will be responsible for all information security requirements. As his qualifications below indicate, he has an extensive Information Technology background. Specifically, in his present position with Innovative Insurance, he is specifically responsible for the safeguarding of all electronic data which that company, a healthcare insurance company, keeps in reference to its patients\insured parties.

ADAM M. Stern 90 Terrell farms road Cheshire CT 06410 203)-393-6868 amstern01@gmail.com

objective

To create opportunities for growth and development within the Interactive Entertainment Industry. I wish to leverage my existing industry knowledge and education to the benefit of the company, while increasing my capabilities on the job.

Qualifications Summary

- An experienced technologist with a business background and education that can bring together disparate stakeholders to create a product and/or revenue opportunity.
- A demonstrated thought leader in video game design, with experience in bringing product from concept to completion, and product launch
- A cross-team collaborator that can interface directly with principal developers, locally and off-shore, and multiple teams to communicate business and technical constructs, while driving towards a results oriented outcome.
- Effective communicator with the ability to harness resources to implement the goals and objectives of a mission. Adept at building and managing relationships in diverse cultural settings.
- Adaptable leader with a proven track record of community service. Traveled extensively to different cultures for humanitarian and scientific projects.
- Excellent verbal and written communication skills with experience at the executive level; trained in Acting, Public Speaking, & Social Psychology
- Proficient in most major commercial software, i.e. Word Processing, Spreadsheet Design, Presentation, & Graphic Design

Employment History and Experience

Innovative Health Plan, New Haven, CT

2015-Present

Innovative Health Plan is an established Country wide insurance provider that deals with claims ranging from 50 customer based companies to those in the hundreds and thousands.

Position: Marketing, Social Media, Office, and IT Manger. Works closely with IT department and web developers to ensure client information is safe and secure.

Adam Stern Consulting, Cheshire, CT

2013-Present

Adam Stern Consulting is a one year old company focused on increasing Interactive Entertainment and Medical Manufacturing Companies social media exposure, market shares, and overall success. Customers include AgCore Technologies and IHP.

Liquid Generation, Beverly Hills, CA

2011-2013

Liquid Generation is a ten year old company (www.liquidgeneration.com) which is a humor based, gaming and animation platform for interacting with likeminded individuals.

ACTV8 Inc. Beverly Hills, CA

2011-2013

ACTV8 Inc. (www.actv8.me) is a Business-to-Business multi-platform, multi-media, digital advertising company that connects buyers to advertisers by providing a richer user experience through the use of Next Generation TV technology.

Position: Marketing Manager and Technical Advisor reporting to the company President of the above integrated affiliates.

Major clients include: Fox, Oxygen, Virgin Mobil, ABC, NBC, America Movil and Telmex. Some examples of joint business initiatives include the companion applications for The Celebrity Apprentices, Fox's New Girl, The Word Series of Poker, The Football Hall of Fame, and The Ultimate Chef.

Major Job Responsibilities

Application and Game Envisioning, Q & A and Beta Testing, Market Research, and Go-to-Market Strategies.

Job Duties Include:

- Lead the development team of four from concept through completion of a new video game as well as contributing to in process applications and game development.
- Reviewed and analyzed game direction, resulting in final pathway to the largest market opportunity.
- Directed Marketing Strategy, based on extensive market research directed at favorable placement on a top twenty list.

- Determined business and price model, resulting in a subscription-based model with ramped pricing, rather than advertising and/or content sales. This involved substantial research efforts in reviewing the success and failure of similar games, e.g. “Angry Birds”, “Fruit Ninja”, “Where’s My Water”
- Performed Q&A (pre-Beta) testing and reported and tracked feedback for improvement
- Authored FAQ’s for multiple applications
- Authored “Tutorials” for multiple application/game websites.
- Authored “How to Register Your Application” for multiple applications/game website
- Co-authored trivia, polls, and factoids for multiple applications/games
- Authored tutorial overlay pages for investors and potential clients
- Determined “game build” design concepts on an ongoing basis through final revision and release, resulting in final product
- Researched multiple game review sites and identified best opportunities for active game reviews for product launch
 - Prioritized cost-efficacy of various ad-platforms, e.g. Facebook, iTunes, Twitter, and determined the pathway to capture relevant demographics
 - Researched how successful games conducted their Go-to-Market strategies and applied best practices model, i.e. Celebrity Endorsement, Offshore market presence, Ratings and Reviews strategy
 - Tracked competitors new game launches and trends to determine efficacy, points of success, and points of failure
- Worked continually with the CEO’s of both Active8 and LG to provide continuity on joint business initiatives and provide guidance for prioritization of resource allocation.
- Guided external Alliance initiatives including organizing and chairing executive mindshare between LG and CEO Carlos Slim Jr. of American Movil, leading to extended investment funding for LG, and a possible business alliance between the two companies
- Public Relations duties included authoring Press Release and working with Chief Editor
- Leveraged previous theatrical experience to provide direct voice-overs for game characters and assisted with production

Project Work

1. "Fat Kid Ninja" – A touch screen video game that combines action, adventure and comedy, which is targeted at millennials and is monetized by subscription. Released 5/2012
2. "New Girl" – A companion application to the hit television series "New Girl" (FOX NETWORK) which allows end-users to interact with the show in real time, episode by episode, and which monetizes through advertising and product placement. Released 4/2012
3. "The Celebrity Apprentice" – A companion application to the hit television series Donald Trump's "The Celebrity Apprentice" (NBC). The application uses fingerprint technology to coordinate a real-time experience which allows the end-users to interact with the application during an episode, and feeds targeted advertising based on known audience demographics. Released 1/2012.
4. "Pro-Football Live, In-play". A companion application for Sunday Night Football, which prompts viewers with statistics, trivia, fact and humor based questions, and provides live feedback. Tracks end users experience and provides incentives and targeted advertising. Release date 1/2013

References

1. Miguel Torruco Marques, Secretary of Tourism MX
2. Ronald Angelo, Commissioner of the Department of Economic Development CT
3. Robert Harris, Producer at Triangular Entertainment
4. Pat Carroll, Executive Chairman Valid Soft
5. Baldev Duggal, President and CEO of Duggal Visual Solutions
6. Carlos Slim Domit, CEO and Chairman, American Movil

Education

Lynn University, Boca Raton, FL 2011

Bachelors of Science (Business) – Deans List

George Washington University, Washington, DC 2006-2008

History Concentration

CHOATE ROSEMARY HALL, Wallingford, CT 2006

Department of Consumer Protection – Dispensary Facility RFA, September, 2015
Appendix C, Section E, #28, Adam Stern

Diploma with Honors

Volunteer Work and Accomplishments

President's Volunteer Service Award, President's Council on Service and Civic Participation

Bronze Award

Areas of focus included humanitarian aid, teaching, aiding families in crisis, school construction and protecting endangered aquatic species

National Collegiate Athletics Association Honors Class (by invitation)

NCAA Headquarters in Indianapolis, IN

NCAA's mission is to help protect student-athletes and to improve athletic and academic excellence

Worked directly and virtually with NCAA employees to educate, promote awareness and reduce the exploitation of student-athletes

2011 SUPER BOWL Experience Class, Arlington, TX

Worked with NFL staff and NFL alumni

Organized and hosted celebrity NFL Alumni dinner.

Assisted with the NFL Experience by volunteering for NFL Security team and manning exposition booths



Medical Marijuana Program

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Appendix D

Dispensary Facility Manager Information Form

This form must be completed and signed by the person who will serve as the dispensary facility manager if the applicant is awarded a dispensary facility license.

Section A: Dispensary Facility Manager Information			
1. Name (First, Middle, Last): Gregory Hancock			
2. Home Address (including Apartment or Suite #): 189 Mile Creek Road			3. City: Old Lyme
4. State: CT	5. Zip Code: 06371	6. Date of Birth:	7. Telephone Number: (203) 235-6323
8. Social Security Number:			9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
10. E-mail Address: greg@hancockpharmacy.com		11. Connecticut Pharmacist License Number: PCT6281	

Section B: Employment Information			
12. Current or Most Recent Employer: Self Hancock's Pharmacy		13. Date of Employment: Start Date: / / 1985 End Date: / / -	
14. Employer Address (including Apartment or Suite #): 840 East Main Street			
15. City: Meriden		16. State: CT	17. Zip Code: 06450
18. Daytime Telephone Number: (203) 235-6323	19. Fax Number:	20. E-mail Address: greg@hancockpharmacy.com	

Section C: Pharmacy Business Experience	
21. Do you have any experience controlling, managing, operating or working for a pharmacy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. Are you currently associated with a pharmacy in any state? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
23. If you answered "yes" to question 21 or 22, attach a statement setting forth, for each pharmacy with which you have been associated, the following information: <ul style="list-style-type: none"> • The pharmacy name; • The pharmacy's location; • All titles and responsibilities held by you at the pharmacy, including the time frame for each; • The dates of your association with the pharmacy; • Whether you currently have a role at the pharmacy and, if not, when your involvement terminated and why; and • Whether the pharmacy was ever alleged to have violated the laws or regulations of the state in which it operates during the time period when you were associated with the pharmacy and, if so, the nature and resolution of those allegations. 	



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Section D: Criminal Actions

24. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section E: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

25. Signature:



Greg Hercule

26. Date Signed:

9/14/15

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

27. Signature:



Greg Hercule

28. Date Signed:

9/14/15

Gregory Hancock graduated from the University of Rhode Island in 1984 with a B.S. in Pharmacy.

Mr. Hancock shortly thereafter became licensed in Connecticut as a Pharmacist and in 1986 became the owner of Hancock's Pharmacy (840 East Main Street, Meriden, CT), which had been founded by his father in 1959. He continues to be the driving force of that business to this day, with other pharmacists and pharmacy technicians working for him. There have not been violations of the laws or regulations of Connecticut during Mr. Hancock's 29 years of ownership of this business, or Hancock Pharmacy at Long Wharf (1 Long Wharf Drive, New Haven, CT). Mr. Hancock is also in the process of applying for licensure of Hancock LTC (29 Gravel Street, Meriden, CT), a closed shop pharmacy. All of these businesses are wholly owned by Gregory Hancock.



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Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information			
1. Name (First, Middle, Last): Jerry Farrell, Jr. (Gerald E. Farrell, Jr.)			
2. Street Address (including Apartment or Suite #): business address: 6 North Main Street, Suite 202			
3. City: Wallingford		4. State: CT	5. Zip Code: 06492
6. Daytime Phone Number: (203) 804-9188	7. Fax Number: (203) 265-1640	8. E-mail Address: jerryfarrell68@gmail.com	

Section B: Criminal Actions
9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check	
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.	
10. Signature: ▶ <i>Jerry Farrell Jr.</i>	11. Date Signed: 9-10-2015

I hereby certify that the above information is correct and complete.	
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.	
12. Signature: ▶ <i>Jerry Farrell Jr.</i>	13. Date Signed: 9-10-2015



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Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information			
1. Name (First, Middle, Last): Gregory Hancock			
2. Street Address (including Apartment or Suite #): 840 East Main Street			
3. City: Meriden		4. State: CT	5. Zip Code: 06450
6. Daytime Phone Number: (203) 235-6323	7. Fax Number:		8. E-mail Address: greg@hancockpharmacy.com

Section B: Criminal Actions
9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check	
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.	
10. Signature: 	11. Date Signed: 9/14/15

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.	
12. Signature: 	13. Date Signed: 9/14/15



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Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information

1. Name (First, Middle, Last): Joseph M. Nardecchia			
2. Street Address (including Apartment or Suite #): 506 Ridgeview Rd			
3. City: Orange		4. State: CT	5. Zip Code: 06477
6. Daytime Phone Number: (203) 640-4413		7. Fax Number:	8. E-mail Address: jn@nardecchiafinancial.com

Section B: Criminal Actions

9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

10. Signature: 	11. Date Signed: 8/26/15
--------------------	-----------------------------

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

12. Signature: 	13. Date Signed: 8/26/15
--------------------	-----------------------------



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Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information

1. Name (First, Middle, Last): Adam M. Stern				
2. Street Address (including Apartment or Suite #): 90 Terrell Farms Road				
3. City: Cheshire			4. State: CT	5. Zip Code: 06410
6. Daytime Phone Number: (203) 393-6868		7. Fax Number:		8. E-mail Address: astern01@gmail.com

Section B: Criminal Actions

9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

10. Signature: 	11. Date Signed: 9/14/15
--------------------	-----------------------------

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

12. Signature: 	13. Date Signed: 9/14/15
--------------------	-----------------------------



Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information			
1. Name (First, Middle, Last): Cristina Carabetta			
2. Street Address (including Apartment or Suite #): 200 Pratt Street			
3. City: Meriden		4. State: CT	5. Zip Code: 06450
6. Daytime Phone Number: (203) 639-5121	7. Fax Number: (203) 235-6557	8. E-mail Address: N/A	

Section B: Criminal Actions
9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check	
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.	
10. Signature: ▶ <i>Cristina Carabetta</i>	11. Date Signed: September 4, 2015

I hereby certify that the above information is correct and complete.	
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.	
12. Signature: ▶ <i>Cristina Carabetta</i>	13. Date Signed: September 4, 2015



Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information			
1. Name (First, Middle, Last): Joseph F. Carabetta, III			
2. Street Address (including Apartment or Suite #): 200 Pratt Street			
3. City: Meriden		4. State: CT	5. Zip Code: 06450
6. Daytime Phone Number: 203-639-5121	7. Fax Number: 203-235-6557	8. E-mail Address: N/A	

Section B: Criminal Actions
9. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section C: Criminal Background Check	
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.	
10. Signature: 	11. Date Signed: September 4, 2015

I hereby certify that the above information is correct and complete.	
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.	
12. Signature: 	13. Date Signed: September 4, 2015

Department of Consumer Protection – Dispensary Facility FRA – September 2015
Section A, Subsection 2, Statement of Qualifications

The establishment of a Medical Marijuana Dispensary, from the ground up, is a complicated endeavor.

But, Hancock Wellness Center, brings superb qualifications, experience, and industry knowledge into action. The organizers of Hancock Wellness Center are:

An Experienced Pharmacist and Pharmacy Owner – Gregory Hancock.

An Experienced Lawyer, Former Regulator, and Former Local Legislator – Jerry Farrell, Jr.

An Experienced Financial Professional – Joseph Nardecchia.

An Experienced Information Technology Specialist – Adam Stern.

Each of these individuals brings to Hancock Wellness Center the background and knowledge to make a Medical Marijuana Dispensary business grow and thrive.

Gregory Hancock, a Pharmacist and the owner of the largest Independent pharmacy in Connecticut, has over 30 years of experience in the pharmacy industry. He has built two independent pharmacies, and has numerous pharmacists and pharmacy technicians working for him, but remains very involved and hands-on in his businesses. Mr. Hancock is intimately familiar with how Controlled Substances must be treated, and the statutory and regulatory requirements involved.

Jerry Farrell, Jr. is a lawyer with 22 years of experience, and spent 7 years at the Department of Consumer Protection, including over 4 years as Commissioner of Consumer Protection. In conjunction with the Drug Control Division, he was intimately involved with all aspects of pharmacy and controlled substance regulation, helped to foster the growth of the Prescription Monitoring Program, and authorized numerous investigations, prosecutions, and dispositions involving the improper use or diversion of controlled substances. In addition to his work as a lawyer and Commissioner of Consumer Protection, Mr. Farrell spent 16 years on the Wallingford Town Council, learning well the intersection of law and public policy. After leaving the Department of Consumer Protection in 2011, Mr. Farrell opened

Department of Consumer Protection – Dispensary Facility FRA – September 2015
Section A, Subsection 2, Statement of Qualifications

a solo practitioner law office, relying on his own abilities to build a very successful business. In addition to his own business, each day he works to help liquor license applicants to create businesses from the ground-up, assisting clients in all of the filing requirements needed to create a corporation and the submission of a liquor license application. Once clients' businesses have been created and licensed, Mr. Farrell works with his clients during their formative business period, to insure that the trade practices of their individual businesses conform to state laws. Mr. Farrell has the background, knowledge, ability to think on his feet, and organizational skill to get Hancock Wellness Center up and running, once it is licensed.

Joseph Nardecchia is an experienced financial professional, who will guide the financial operations of Hancock Wellness Center. Mr. Nardecchia has an MBA in Financial Management, a B.S. in Accounting, and has 13 years of significant experience in financial positions, including as President of his own accounting firm, and as a Chief Financial Officer, Controller, Accounting Manager, Senior Portfolio Manager, and Staff Accountant of other financial companies. Given the complex intersection of Connecticut's medical marijuana program with federal tax and accounting procedures, Mr. Nardecchia's background in financial administration will be a definite asset.

Adam Stern is an experienced information technology specialist. He has been employed in many IT projects and currently serves as the key person at Innovative Insurance responsible for safeguarding the healthcare information which that company has for the many medical patients that it insures.

Beyond the people involved, Hancock Wellness Center has leased a building that is a perfect setting for a medical marijuana dispensary. A former bank building constructed in 2001, 1295 East Main Street is an extremely secure building to begin with. It has a large "safe deposit box" vault, where the medical marijuana will be held and stored. Hancock Wellness will install many additional security features, once

Department of Consumer Protection – Dispensary Facility FRA – September 2015
Section A, Subsection 2, Statement of Qualifications

it has license approval, including barred windows, numerous cameras, electronic alarms, as detailed in the sections of this application.

From a geographic standpoint, Hancock Wellness Center's location in Meriden, mere feet from the intersection of Interstates 91 and 691, Route 15 and Route 66, puts it within easy access for many people throughout Connecticut, being a 10 to 20 minute drive for most residents of New Haven County, as well as easily accessible from many locations in Hartford County and Middlesex County. Being logistically at "the crossroads of Connecticut", Hancock Wellness Center is in a position to serve a large section of Connecticut.

An experienced team, a building absolutely safe and secure, and an excellent geographic location are critical elements in creating and opening the dispensary expeditiously, operating within all of the unique factors such a business faces, and serving Connecticut's medical marijuana patients well. For all of these reasons, Hancock Wellness Center should be chosen as a successful applicant.

The pro forma is presented as a four-year operating budget. Hancock Wellness Center, LLC (“Hancock Wellness” or the “Company”) anticipates being able to commence sales in early 2016.

Assumptions:

Patient Population: Hancock Wellness estimates steady growth in the population of medical marijuana patients in CT. The Company estimates sales to an average of 500 patients per month in 2016, 550 patients per month in 2017, and 650 patients per month in 2018. *Please note that these estimates refer to the Hancock Wellness Center, LLC patients and not the state of Connecticut’s population of eligible patients.*

Patient Consumption: Our research indicates that each patient will purchase approximately 1.50 ounces of product on a monthly basis. Our financial estimates reflect this finding.

Product Pricing: The Company estimates an average sale price of \$300 per ounce. There is fluctuation in the prices for medical marijuana, however, given the relatively modest number of producers and patients and it is anticipated that price stability will characterize the industry’s financial basis.

Capital requirements: Capital requirements relating to outfitting the retail location and commencing business will be funded as necessary by the members of Hancock Wellness.

Expenses: The Company has used its best judgement in estimating expenses based on operating a retail business in its designated location. It is estimated that the purchases of medical grade marijuana will average approximately \$150 per ounce. Thus, we estimate that the cost of goods sold for year 2016, 2017, and 2018 are approximately \$1.4 million, \$1.5 million, and \$1.8 million, respectively.

Wages and salaries: The estimates of wages and salaries are based upon an analysis of comparable positions in New England’s medical manufacturing industry and pharmaceutical industry as well. The enterprise will employ both full-time and part-time positions.

Adjustments to the plan: Every enterprise “startup” experiences deviations from its original operating and financial plans regardless of the care and planning that preceded the enterprise launch. Our team is comprised of individuals with varied business backgrounds as well as numerous individuals with experiences in business launches. We are confident that we can manage effectively through the typical challenges that new enterprises face.

Department of Consumer Protection – Dispensary Facility RFA, September, 2015
Section A, Subsection 3, Financial Statement

We recognize that we will recruit and train a workforce and we are aware that we have a responsibility to provide a quality retail experience and educate the patient market relating to the use of medical marijuana. Recognizing these issues, we have built sufficient capital reserves into our plans and a “conservative” approach to estimating revenues and pricing. It is likely that the market will grow as patients experience desirable benefits of medical marijuana products and as such, we have sufficient space within our facility to service over 1,000 patients per month. Furthermore, our plans indicate that the enterprise will have adequate cash flow and reserves should additional expansion be required.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 1, Location

Hancock Wellness Center will be located at 1295 East Main Street, Meriden, Connecticut 06450.

This location is within a few thousand feet of the Meriden Interchange, where I-91, Route 15, and I-691 intersect. Route 66 is located a few thousand feet in the opposite direction. This makes HWC within easy traveling distance of ten to twenty minutes to most locations in New Haven County, as well as a short distance from many locations in Hartford and Middlesex counties.

1295 East Main Street was constructed as a bank building in 2001. It is a strong brick building, with many inherent security attributes, including a sizeable "safe deposit vault", which will be used for the storage of the medical marijuana.

The building's corner location is at the intersection of East Main Street, a commercial area, and Research Parkway, an area with many mid-size businesses and factories. The building is a free-standing structure, with significant lawn and landscaping on all sides. No other business will occupy any part of the building.

Given these various attributes, the coming and going of patients to the wellness center will have minimal impact on the area, while being easily accessible to patients.

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Secretary of State

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

08/31/2015

GERALD E. FARRELL, JR
54 NORTH ELM ST
WALLINGFORD, CT 06492

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name:
HANCOCK WELLNESS CENTER LLC

Type of Request:
ARTICLES OF ORGANIZATION

Work Order Number	: 2015233222-001	Business Filing Number	
Filing Date/Time	: 08/31/2015 12:00 PM	Effective Date/Time	: 08/31/2015 12:00 PM
Work Order Payment Total	: \$170.00	Payment Received	: \$170.00
Credit on Account	: \$0.00	Customer ID	: 002659925
Business ID			

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

ATIYA LANZA
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Secretary of State



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06108
PHONE: 860-509-8003 WEBSITE: www.concord-sols.ct.gov

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY - DOMESTIC**

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Gerald E. Farrell, Jr. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		FILING FEE: \$120 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.) HANCOCK WELLNESS CENTER LLC		
2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED: ATTACH 8 1/2 X 11 SHEETS IF NECESSARY. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be formed under the Connecticut Limited Liability Company Act.		
3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED: (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		
4. MAILING ADDRESS, IF DIFFERENT THAN #3: PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE. ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492		
5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED: (COMPLETE A OR B NOT BOTH) <input checked="" type="checkbox"/> A. IF AGENT IS AN INDIVIDUAL, PRINT OR TYPE FULL LEGAL NAME: Gerald E. Farrell, Jr.		
BUSINESS ADDRESS (P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"		CONNECTICUT RESIDENCE ADDRESS (P.O. BOX NOT ACCEPTABLE)
ADDRESS: 6 North Main Street, Suite 202 CITY: Wallingford STATE: CT ZIP: 06492		ADDRESS: 54 North Elm Street CITY: Wallingford STATE: CT ZIP: 06492
SIGNATURE ACCEPTING APPOINTMENT: 		

Department of Consumer Protection – Dispensary Facility RFA, September 2015
 Section B, Subsection 2, Secretary of State

B. IF AGENT IS A BUSINESS:
 PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)
 ADDRESS:
 CITY:
 STATE: ZIP:
 SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:
 PRINT NAME & TITLE OF PERSON SIGNING:

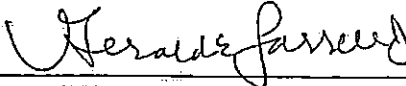
6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)
 ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Gerald E. Farrell, Jr.	Member	6 North Main Street, Suite 202 Wallingford, CT 08492	54 North Elm Street Wallingford, CT 08492

7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES
 MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

8. ENTITY EMAIL ADDRESS-REQUIRED: (IF NONE, MUST STATE "NONE.")
 Jerryfarrell88@gmail.com

9. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)
 DATED THIS 19th DAY OF August, 2015

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Gerald E. Farrell, Jr.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov.
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

Department of Consumer Protection – Dispensary Facility RFA, September 2015
Section B, Subsection 2, Secretary of State

Commercial Recording Division

Page 1 of 1

Business Inquiry

 HOME  HELP

Business Details

Business Name: **HANCOCK WELLNESS
CENTER LLC**

Citizenship/State
Inc: **Domestic/CT**

Business ID: **1184693**

Last Report Filed
Year: **NONE**

Business Address: **54 NORTH ELM ST,
WALLINGFORD, CT, 06492**

Business Type: **Domestic Limited Liability
Company**

Mailing Address: **54 NORTH ELM ST,
WALLINGFORD, CT, 06492**

Business Status: **Active**

Date Inc/Registration: **Aug 31, 2015**

Principals Details

Name/Title	Business Address	Residence Address
GERALD E. FARRELL, JR. MEMBER	6 NORTH MAIN ST STE 202, WALLINGFORD, CT, 06492	54 NORTH ELM ST, WALLINGFORD, CT, 06492

Agent Summary

Agent Name **GERALD E. FARRELL, JR.**

Agent Business
Address **6 NORTH MAIN ST STE 202, WALLINGFORD, CT, 06492**

Agent Residence
Address **54 NORTH ELM ST, WALLINGFORD, CT, 06492**

[Back](#)

[View Filing History](#)

[View Name History](#)

[View Shares](#)



DENISE W. MERRILL
CONNECTICUT SECRETARY OF THE STATE

Business Inquiry

HOME HELP

Business Details

Business Name: **CANYON DRIVE ASSOCIATES LLC** Citizenship/State Inc: **Domestic/CT**

Business ID: Last Report Filed Year: **NONE**

Business Address: **200 PRATT STREET, MERIDEN, CT, 06450** Business Type: **Domestic Limited Liability Company**

Mailing Address: **NONE** Business Status: **Active**

Date Inc/Registration: **Jul 01, 2015**

Principals Details

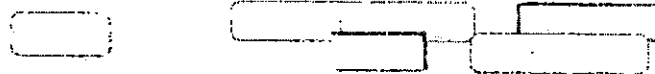
Name/Title	Business Address	Residence Address
JOSEPH F. CARABETTA, JR. MEMBER	200 PRATT STREET, MERIDEN, CT, 06450	187 CANYON DRIVE, MERIDEN, CT, 06450

Agent Summary

Agent Name **JOSEPH F. CARABETTA, JR.**

Agent Business Address **200 PRATT STREET, MERIDEN, CT, 06450**

Agent Residence Address **187 CANYON DRIVE, MERIDEN, CT, 06450**



Tax Returns for Canyon Drive Associates, LLC



Tax Returns for Joseph Carabetta III and Christina Carabetta



For the year Jan. 1-Dec. 31, 2013, or other tax year beginning . 2013, ending , 20 See separate instructions.

Your first name and initial **JOSEPH** Last name **CARABETTA Jr** Your social security number

If a joint return, spouse's first name and initial **ANNA B.** Last name **CARABETTA** Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. **187 CANYON DRIVE** Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below. **MERIDEN, CT 06450**

Foreign country name Foreign province/state/country Foreign postal code You Spouse

Filing Status 1 Single 4 Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above and full 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 6b Spouse

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) If child under age 17 qualifying for child tax credit
GIOVANNI	CARABETTA		SON	
CECELIA A	CARABETTA		DAUGHTER	X
CELINA	CARABETTA		DAUGHTER	X

d Total number of exemptions claimed

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13 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 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 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 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22

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 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 37 Subtract line 36 from line 22. This is your adjusted gross income 37

Tax and Credits

Standard Deduction for - People who check any box on line 39a or 39b of who can be claimed as a dependent, see instructions.

All others: Single or Married filing separately, \$6,100 Married filing jointly or Qualifying widow(er), \$12,200 Head of household, \$8,950

38 Amount from line 37 (adjusted gross income)
39a Check [] You were born before January 2, 1949, [] Blind. Total boxes checked -> 39a
if: [] Spouse was born before January 2, 1949, [] Blind.
b If your spouse itemizes on a separate return or you were a dual-status alien, check here -> 39b
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)
41 Subtract line 40 from line 38
42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see inst.
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-
44 Tax. Check if any from: a [] Form(s) 8814 b [] Form 4972 c []
45 Alternative minimum tax. Attach Form 6251
46 Add lines 44 and 45
47 Foreign tax credit. Attach Form 1116 if required
48 Credit for child and dependent care expenses. Attach Form 2441
49 Education credits from Form 8863, line 19
50 Retirement savings contributions credit. Attach Form 8880
51 Child tax credit. Attach Schedule 8812, if required
52 Residential energy credits. Attach Form 5695
53 Other credits from Form: a [] 3800 b [] 8801 c []
54 Add lines 47 through 53. These are your total credits
55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-

Other Taxes

56 Self-employment tax. Attach Schedule SE
57 Unreported social security and Medicare tax from Form: a [] 4137 b [] 8919
58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required
59a Household employment taxes from Schedule H
b First-time homebuyer credit repayment. Attach Form 5405 if required
60 Taxes from: [] Form 8959 n 8960 c [] Inst.; enter code(s)
61 Add lines 55 through 60. This is your total tax

Payments

If you have a qualifying child, attach Schedule EIC.

62 Federal income tax withheld from Forms W-2 and 1099
63 2013 estimated tax payments and amount applied from 2012 return
64a Earned income credit (EIC)
b Nontaxable combat pay election 64b
65 Additional child tax credit. Attach Schedule 8812
66 American opportunity credit from Form 8863, line 8
67 Reserved
68 Amount paid with request for extension to file
69 Excess social security and tier 1 RRTA tax withheld Stmt 14
70 Credit for federal tax on fuels. Attach Form 4136
71 Credits from Form: a [] 2439 b [] Reserved c [] 8885 d []
72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments

Refund

Direct deposit? See instructions.

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid
74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here
Routing number [] Type: [] Checking [] Savings [] Account number []
75 Amount of line 73 you want applied to your 2014 estimated tax

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)

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 -> KURT J DENEGRIS Phone no -> 203-238-9500 Personal identification number (PIN) []

Sign Here

Joint return? See instructions. 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 [] Daytime phone number []
Spouse's signature, if a joint return, both must sign. Date [] Spouse's occupation [] If the IRS sent you an Identity Protection PIN, enter it here []

Paid Preparer Use Only
Print/Type preparer's name Richard J. Carabetta Preparer's signature [] Date 10/13/14 Check [] self-employed [] PTIN []
Firm's name -> R.J. CARABETTA & CO., P.C. Firm's EIN []
35 PLEASANT STREET - 3C Phone no. 203-238-9500
Firm's address -> MERIDEN, CT 06450

** Total Due

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (999)
Name(s) shown on Form 1040

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0074

2013
Attachment
Sequence No. 07

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see instructions)	1	
2	Enter amount from Form 1040, line 38	2	
3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	
Taxes You Paid	5 State and local (check only one box): a <input type="checkbox"/> Income taxes, or b <input type="checkbox"/> General sales taxes	5	See Statement 17
6	Real estate taxes (see instructions)	6	
7	Personal property taxes	7	
8	Other taxes. List type and amount	8	
9	Add lines 5 through 8	9	
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	11	
Note. Your mortgage interest deduction may be limited (see instructions).	12 Points not reported to you on Form 1098. See instructions for special rules	12	
13 Mortgage insurance premiums (see instructions)	13		
14 Investment interest. Attach Form 4952 if required. (See instructions.)	14		
15	Add lines 10 through 14	15	
Gifts to Charity	16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	
If you made a gift and got a benefit for it, see instructions.	17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
18 Carryover from prior year	18		
19	Add lines 16 through 18	19	
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)	21	
22	Tax preparation fees	22	
23	Other expenses - investment, safe deposit box, etc. List type and amount	23	
24	Add lines 21 through 23	24	
25	Enter amount from Form 1040, line 38	25	
26	Multiply line 25 by 2% (.02)	26	
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	
Other Miscellaneous Deductions	28 Other - from list in instructions. List type and amount	28	
Total Itemized Deductions	29 Is Form 1040, line 38, over \$150,000? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.	29	
30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>		

LHA 319501 12-17-13

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule A (Form 1040) 2013

RABJJ

CARABETTA, JOSEPH

CARABJJ1

SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074

2013

Attachment
Sequence No. 08

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040A or 1040.

▶ Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/scheduleb.

Name(s) shown on return

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

**Part I
Interest**

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

- 2** Add the amounts on line 1
- 3** Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
- 4** Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶

Note. If line 4 is over \$1,500, you must complete Part III.

**Part II
Ordinary
Dividends**

5 List name of payer ▶

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶

Note. If line 6 is over \$1,500, you must complete Part III.

**Part III
Foreign
Accounts
and
Trusts**

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

7a At any time during 2013, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions. If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), formerly TD F 90-22.1 to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements

b If you are required to file FinCen Form 114, enter the name of the foreign country where the financial account is located ▶

8 During 2013, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions

	Yes	No
7a		
b		
8		

327501
09-30-13

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule B (Form 1040A or 1040), 2013

CARABJJ

CARABETTA, JOSEPH

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**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. 1545-0044

2013

Attachment
Sequence No. 09

Name of proprietor
JOSEPH CARABETTA Jr

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)
COIN OPERATED WASHER/DRYERS

B Enter code from instructions

C Business name. If no separate business name, leave blank.
C & C VENDING LLC

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.)
City, town or post office, state, and ZIP code

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) _____

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses Yes No

H If you started or acquired this business during 2013, check here Yes No

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file 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 <input type="checkbox"/>	1
2 Returns and allowances	2
3 Subtract line 2 from line 1	3
4 Cost of goods sold (from line 42)	4
5 Gross profit. Subtract line 4 from line 3	5
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

Part II Expenses

Enter expenses for business use of your home only on line 30.

8 Advertising	8	18 Office expense	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
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	26 Wages (less employment credits)	26
29 Tentative profit or (loss). Subtract line 28 from line 7	29	27 a Other expenses (from line 4B)	27a
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	b Reserved for future use	27b
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31		
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 checked the box on line 1, see the line 31 instructions). 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.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040) 2013

320001 10-28-13

CARABJJ

CARABETTA, JOSEPH

CARABJJ1

**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. 1545-0045

2013

Attachment
Sequence No. 09

Name of proprietor
JOSEPH CARABETTA Jr

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)
FARM

B Enter code from instructions

C Business name. If no separate business name, leave blank.
CARABETTA FARM LLC

D Employer ID number (EIN) from instr.

E Business address (including suite or room no.)
City, town or post office, state, and ZIP code

F Accounting method: (1 Cash (2 Accrual (3 Other (specify))

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses Yes No

H If you started or acquired this business during 2013, check here

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file 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	<input type="checkbox"/>	1
2	Returns and allowances		2
3	Subtract line 2 from line 1		3
4	Cost of goods sold (from line 42)		4
5	Gross profit. Subtract line 4 from line 3		5
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

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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
			27 a	Other expenses (from line 48)	27a
			b	Reserved for future use	27b

28	Total expenses before expenses for business use of home. Add lines 8 through 27a	28
29	Tentative profit or (loss). Subtract line 28 from line 7	29

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).
Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____
Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.
• If a loss, you must go to line 32.

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 checked the box on line 1, see the line 31 instructions). 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.

LHA For Paperwork Reduction Act Notice, see the separate instructions. Schedule C (Form 1040) 2013

**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. 1545-0047

2013

Attachment
Sequence No. 09

Name of proprietor: **ANNA B. CARABETTA**

Social security number (SSN): _____

A Principal business or profession, including product or service (see instructions):
ZUMBA INSTRUCTOR

B Enter code from instructions:

C Business name. If no separate business name, leave blank.
STAR STUDIO LLC

D Employer ID number (EIN). (see instr.): _____

E Business address (including suite or room no.) ▶ _____
City, town or post office, state, and ZIP code _____

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses Yes No

H If you started or acquired this business during 2013, check here

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file 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 <input type="checkbox"/>	1	
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3	5	
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	

Part II Expenses Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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	20a	a Vehicles, machinery, and equipment	
12	Depletion	12	20b	b Other business property	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	21	Repairs and maintenance	
14	Employee benefit programs (other than on line 19)	14	22	Supplies (not included in Part III)	
15	Insurance (other than health)	15	23	Taxes and licenses	
16	Interest:		24	Travel, meals, and entertainment:	
16a	a Mortgage (paid to banks, etc.)	16a	24a	a Travel	
16b	b Other	16b	24b	b Deductible meals and entertainment (see instructions)	
17	Legal and professional services	17	25	Utilities	
25			26	Wages (less employment credits)	
26			27a	a Other expenses (from line 48)	
27a			27b	b Reserved for future use	
27b			28	Total expenses before expenses for business use of home. Add lines 8 through 27a	
28			29	Tentative profit or (loss). Subtract line 28 from line 7	
29			30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	
31			32a	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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	
32			32b		

SCHEDULE E

(Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

Attach to Form 1040, 1040NR, or Form 1041.

Information about Schedule E and its separate instructions is at www.irs.gov/schedulee

OMB No. 1545-0074

2013

Attachment Sequence No. 13

Name(s) shown on return

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) B If "Yes," did you or will you file required Forms 1099?

1a Physical address of each property (street, city, state, ZIP code) A 54 STONEYCREST DRIVE, MERIDEN, CT 06450 B 2067 N BROAD STREET, MERIDEN, CT 06450 C 24 OAKLAND COURT, MERIDEN, CT 06450

Table with columns: 1b Type of Property, 2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions. Fair Rental Days, Personal Use Days, QJV.

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental 2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Main income/expense table with columns: Income, Properties, A, B, C. Rows include Rents received, Royalties received, Advertising, Auto and travel, Cleaning and maintenance, Commissions, Insurance, Legal and other professional fees, Management fees, Mortgage interest, Other interest, Repairs, Supplies, Taxes, Utilities, Depreciation, Total expenses, and Total income/loss.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2013

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee

OMB No. 1545-0074

2013

Attachment
Sequence No. 13

Name(s) shown on return

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40

A Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No
B If "Yes," did you or will you file required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)
A CONDO UNIT 21 TERRACE GARDENS, WALLINGFORD, CT 06492

1b	Type of Property (from list below)	2	For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days		Personal Use Days	QJV
				A	B	C	<input type="checkbox"/>
A							<input type="checkbox"/>
B							<input type="checkbox"/>
C							<input type="checkbox"/>

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3			
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21			
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c			
d Total of all amounts reported on line 18 for all properties	23d			
e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2013

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

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 column (e) on line 28 and attach Form 6198. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, 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 instructions before completing this section.

Table with 5 columns: (a) Name, (b) Enter P for partnership or S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Check if any amount is not at risk. Rows A, B, C, D.

Table with 5 columns: (f) Passive loss allowed, (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. Rows A, B, C, D, 29a Totals, 29b Totals, 30, 31, 32.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows A, B.

Table with 4 columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Rows A, B, 34a Totals, 34b Totals, 35, 36, 37.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 38, 39.

Part V Summary

Table with 2 columns: Description, Amount. Rows 40, 41, 42, 43.

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.
Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

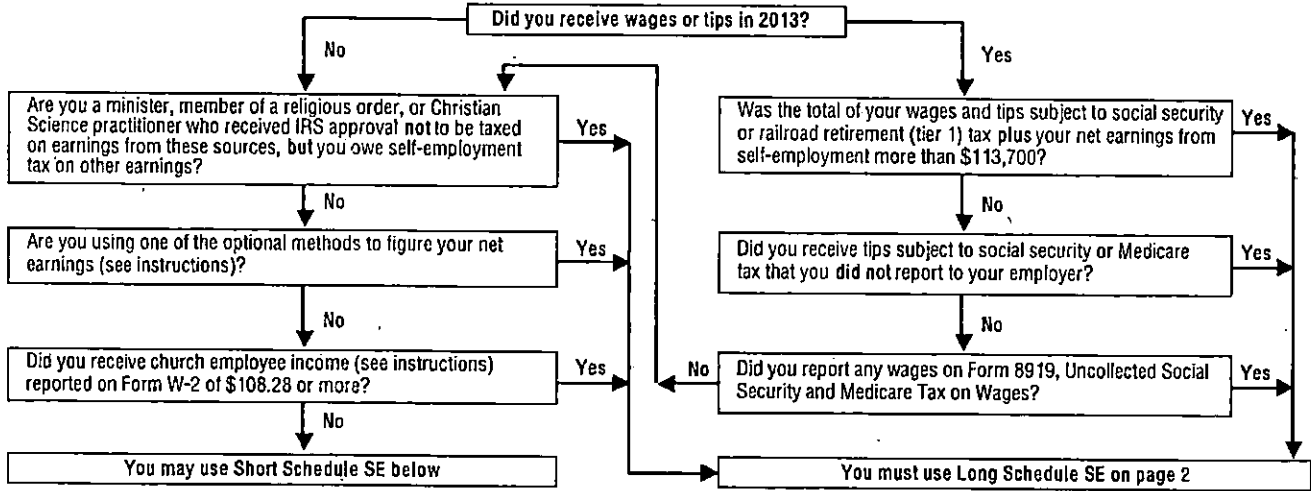
2013
Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040) ANNA B. CARABETTA	Social security number of person with self-employment income
--	--

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	
3 Combine lines 1a, 1b, and 2	3	
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b	4	
Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5 Self-employment tax. If the amount on line 4 is: • \$113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$113,700, multiply line 4 by 2.9% (.029). Then, add \$14,098.80 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	
6 Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2013

Name of person with self-employment income (as shown on Form 1040)

Social security number of person with self-employment income

JOSEPH CARABETTA Jr

Section B - Long Schedule SE

Part I Self-Employment Tax

Note. If your only income subject to self-employment tax is church employee income, see instructions. Also see instructions for the definition of church employee income.

A If you are a minister, member of a religious order, or Christian Science practitioner and you filed Form 4361, but you had \$400 or more of other net earnings from self-employment, check here and continue with Part I

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A. Note. Skip lines 1a and 1b if you use the farm optional method (see instructions)	1a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1, Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report. Note. Skip this line if you use the nonfarm optional method (see instructions) See Statement 25	2	
3 Combine lines 1a, 1b, and 2	3	
4a If line 3 is more than zero, multiply line 3 by 92.35% (.9235). Otherwise, enter amount from line 3. Note. If line 4a is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4a	
b If you elect one or both of the optional methods, enter the total of lines 15 and 17 here	4b	
c Combine lines 4a and 4b. If less than \$400, stop; you do not owe self-employment tax. Exception. If less than \$400 and you had church employee income, enter -0- and continue	4c	
5a Enter your church employee income from Form W-2. See instructions for definition of church employee income	5a	
b Multiply line 5a by 92.35% (.9235). If less than \$100, enter -0-	5b	
6 Add lines 4c and 5b	6	
7 Maximum amount of combined wages and self-employment earnings subject to social security tax or the 6.2% portion of the 7.65% railroad retirement (tier 1) tax for 2013	7	
8a Total social security wages and tips (total of boxes 3 and 7 on Form(s) W-2) and railroad retirement (tier 1) compensation. If \$113,700 or more, skip lines 8b through 10, and go to line 11	8a	
b Unreported tips subject to social security tax (from Form 4137, line 10)	8b	
c Wages subject to social security tax (from Form 8919, line 10)	8c	
d Add lines 8a, 8b, and 8c	8d	
9 Subtract line 8d from line 7. If zero or less, enter -0- here and on line 10 and go to line 11	9	
10 Multiply the smaller of line 6 or line 9 by 12.4% (.124)	10	
11 Multiply line 6 by 2.9% (.029)	11	
12 Self-employment tax. Add lines 10 and 11. Enter here and on Form 1040, line 56, or Form 1040NR, line 54	12	
13 Deduction for one-half of self-employment tax. Multiply line 12 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	13	

Part II Optional Methods To Figure Net Earnings (see instructions)

Farm Optional Method. You may use this method only if (a) your gross farm income ¹ was not more than \$6,960, or (b) your net farm profits ² were less than \$5,024.	
14 Maximum income for optional methods	14
15 Enter the smaller of: two-thirds (2/3) of gross farm income ¹ (not less than zero) or \$4,640. Also include this amount on line 4b above	15
Nonfarm Optional Method. You may use this method only if (a) your net nonfarm profits ³ were less than \$5,024 and also less than 72.189% of your gross nonfarm income ⁴ , and (b) you had net earnings from self-employment of at least \$400 in 2 of the prior 3 years. Caution. You may use this method no more than five times.	
16 Subtract line 15 from line 14	16
17 Enter the smaller of: two-thirds (2/3) of gross nonfarm income ⁴ (not less than zero) or the amount on line 16. Also include this amount on line 4b above	17

¹ From Sch. F, line 9, and Sch. K-1 (Form 1065), box 14, code B.

² From Sch. F, line 34, and Sch. K-1 (Form 1065), box 14, code A - minus the amount you would have entered on line 1b had you not used the optional method.

³ From Sch. C, line 31; Sch. C-EZ, line 3; Sch. K-1 (Form 1065), box 14, code A; and Sch. K-1 (Form 1065-B), box 9, code J1.

⁴ From Sch. C, line 7; Sch. C-EZ, line 1; Sch. K-1 (Form 1065), box 14, code C; and Sch. K-1 (Form 1065-B), box 9, code J2.

Alternative Minimum Tax - Individuals

Department of the Treasury
Internal Revenue Service (99)

► Information about Form 6251 and its separate instructions is at www.irs.gov/form6251.
► Attach to Form 1040 or Form 1040NR.

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1	
2	Medical and dental. If you or your spouse was 65 or older, enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	
6	If Form 1040, line 38, is \$150,000 or less, enter -0-. Otherwise, see instructions	6	
7	Tax refund from Form 1040, line 10 or line 21	7	
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Alternative tax net operating loss deduction	11	
12	Interest from specified private activity bonds exempt from the regular tax	12	
13	Qualified small business stock (7% of gain excluded under section 1202)	13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16	
17	Disposition of property (difference between AMT and regular tax gain or loss)	17	
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18	
19	Passive activities (difference between AMT and regular tax income or loss)	19	
20	Loss limitations (difference between AMT and regular tax income or loss)	20	
21	Circulation costs (difference between regular tax and AMT)	21	
22	Long-term contracts (difference between AMT and regular tax income)	22	
23	Mining costs (difference between regular tax and AMT)	23	
24	Research and experimental costs (difference between regular tax and AMT)	24	
25	Income from certain installment sales before January 1, 1987	25	
26	Intangible drilling costs preference	26	
27	Other adjustments, including income-based related adjustments	27	
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately and line 28 is more than \$238,550, see instructions.)	28	

Part II Alternative Minimum Tax (AMT)

29	Exemption. (If you were under age 24 at the end of 2013, see instructions.) IF your filing status is... AND line 28 is not over... THEN enter on line 29... Single or head of household \$115,400 \$51,900 Married filing jointly or qualifying widow(er) 153,900 80,800 Married filing separately 76,950 40,400 If line 28 is over the amount shown above for your filing status, see instructions.	29	
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30	
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 60 here. • All others: If line 30 is \$179,500 or less (\$89,750 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,590 (\$1,795 if married filing separately) from the result.	31	
32	Alternative minimum tax foreign tax credit (see instructions)	32	
33	Tentative minimum tax. Subtract line 32 from line 31	33	
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Sch J	34	
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	

Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for line 31		36
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37	
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38	
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39	
40	Enter the smaller of line 36 or line 39		40
41	Subtract line 40 from line 36		41
42	If line 41 is \$179,500 or less (\$89,750 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract \$3,590 (\$1,795 if married filing separately) from the result		42
43	Enter: <ul style="list-style-type: none"> • \$72,500 if married filing jointly or qualifying widow(er), • \$36,250 if single or married filing separately, or • \$48,600 if head of household. 	43	
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter the amount from Form 1040, line 43; but do not enter less than -0-	44	
45	Subtract line 44 from line 43. If zero or less, enter -0-	45	
46	Enter the smaller of line 36 or line 37	46	
47	Enter the smaller of line 45 or line 46. This amount is taxed at 0%	47	
48	Subtract line 47 from line 46	48	
49	Enter the amount from the Line 49 Worksheet in the instructions	49	
50	Enter the smaller of line 48 or line 49	50	
51	Multiply line 50 by 15% (.15)		51
52	Add lines 47 and 50	52	
If lines 52 and 36 are the same, skip lines 53 through 57 and go to line 58. Otherwise, go to line 53.			
53	Subtract line 52 from line 46	53	
54	Multiply line 53 by 20% (.20)		54
If line 38 is zero or blank, skip lines 55 through 57 and go to line 58. Otherwise, go to line 55.			
55	Add lines 41, 52, and 53	55	
56	Subtract line 55 from line 36	56	
57	Multiply line 56 by 25% (.25)		57
58	Add lines 42, 51, 54, and 57		58
59	If line 36 is \$179,500 or less (\$89,750 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract \$3,590 (\$1,795 if married filing separately) from the result		59
60	Enter the smaller of line 58 or line 59 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31		60

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s)

Social Security Number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Adjustment

Form 6251
Other Adjustment

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s)

Social Security Number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Form 6251
Other Adjustment

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s) JOSEPH CARABETTA Jr & ANNA B. CARABETTA	Social Security Number
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Form Name	Description	Income	Adjustment				
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment
	*						
	*						
	*						
	*						
	*						
	*						

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s) JOSEPH CARABETTA Jr & ANNA B. CARABETTA	Social Security Number -
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Form Name	Description	Income	Adjustment				Form 6251 Other Adjustment
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired			AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment

Additional Medicare Tax

2013

Attachment
Sequence No. 71

Department of the Treasury
Internal Revenue Service

- ▶ If any line does not apply to you, leave it blank. See separate instructions.
- ▶ Attach to Form 1040, 1040NR, 1040-PR, or 1040-SS.
- ▶ Information about Form 8959 and its instructions is at www.irs.gov/form8959

Name(s) shown on Form 1040

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Your social security number

Part I Additional Medicare Tax on Medicare Wages

1 Medicare wages and tips from Form W-2, box 5. If you have more than one Form W-2, enter the total of the amounts from box 5	1			
2 Unreported tips from Form 4137, line 6	2			
3 Wages from Form 8919, line 6	3			
4 Add lines 1 through 3	4			
5 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	5			
6 Subtract line 5 from line 4. If the result is zero or less, enter -0-			6	
7 Additional Medicare Tax on Medicare wages. Multiply line 6 by 0.9% (.009). Enter here and go to Part II			7	

Part II Additional Medicare Tax on Self-Employment Income

8 Self-employment income from Schedule SE (Form 1040), Section A, line 4, or Section B, line 6. If you had a loss, enter -0- (Form 1040-PR and Form 1040-SS filers, see instructions.)	8			
9 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	9			
10 Enter the amount from line 4	10			
11 Subtract line 10 from line 9. If zero or less, enter -0-	11			
12 Subtract line 11 from line 8. If the result is zero or less, enter -0-			12	
13 Additional Medicare Tax on self-employment income. Multiply line 12 by 0.9% (.009). Enter here and go to Part III			13	

Part III Additional Medicare Tax on Railroad Retirement Tax Act (RRTA) Compensation

14 Railroad retirement (RRTA) compensation and tips from Form(s) W-2, box 14 (see instructions)	14			
15 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	15			
16 Subtract line 15 from line 14. If zero or less, enter -0-			16	
17 Additional Medicare Tax on railroad retirement (RRTA) compensation. Multiply line 16 by 0.9% (.009). Enter here and go to Part IV			17	

Part IV Total Additional Medicare Tax

18 Add lines 7, 13, and 17. Also include this amount on Form 1040, line 60, (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions) and go to Part V			18	
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Part V Withholding Reconciliation

19 Medicare tax withheld from Form W-2, box 6. If you have more than one Form W-2, enter the total of the amounts from box 6	19			
20 Enter the amount from line 1	20			
21 Multiply line 20 by 1.45% (.0145). This is your regular Medicare tax withholding on Medicare wages	21			
22 Subtract line 21 from line 19. This is your Additional Medicare Tax withholding on Medicare wages			22	
23 Additional Medicare Tax withholding on railroad retirement (RRTA) compensation from Form W-2, box 14 (see instructions)			23	
24 Total Additional Medicare Tax withholding. Add lines 22 and 23. Also include this amount with federal income tax withholding on Form 1040, line 62 (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions)			24	

Net Investment Income Tax - Individuals, Estates, and Trusts

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8960 and its separate instructions is at www.irs.gov/form8960

Name(s) shown on Form 1040 or Form 1041

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Your social security number or EIN

Part I Investment Income

- Section 6013(g) election (see instructions)
 Regulations section 1.1411-10(g) election (see instructions)

1	Taxable interest (Form 1040, line 8a; or Form 1041, line 1)		1
2	Ordinary dividends (Form 1040, line 9a; or Form 1041, line 2a)		2
3	Annuities from nonqualified plans (see instructions)		3
4a	Rental real estate, royalties, partnerships, S corporations, trusts, etc. (Form 1040, line 17; or Form 1041, line 5)	4a	4c
b	Adjustment for net income or loss derived in the ordinary course of a non-section 1411 trade or business (see instructions)	4b	
c	Combine lines 4a and 4b		
5a	Net gain or loss from disposition of property from Form 1040, combine lines 13 and 14; or from Form 1041, combine lines 4 and 7	5a	5d
b	Net gain or loss from disposition of property that is not subject to net investment income tax (see instructions)	5b	
c	Adjustment from disposition of partnership interest or S corporation stock (see instructions)	5c	
d	Combine lines 5a through 5c		5d
6	Changes to investment income for certain CFCs and PFICs (see instructions)		6
7	Other modifications to investment income (see instructions)		7
8	Total investment income. Combine lines 1, 2, 3, 4c, 5d, 6, and 7		8

Part II Investment Expenses Allocable to Investment Income and Modifications

9a	Investment interest expenses (see instructions)	9a	9d
b	State income tax (see instructions)	9b	
c	Miscellaneous investment expenses (see instructions)	9c	
d	Add lines 9a, 9b, and 9c		
10	Additional modifications (see instructions)		10
11	Total deductions and modifications. Add lines 9d and 10		11

Part III Tax Computation

12	Net investment income. Subtract Part II, line 11 from Part I, line 8. Individuals complete lines 13-17. Estates and trusts complete lines 18a-21. If zero or less, enter -0-		12
Individuals:			
13	Modified adjusted gross income (see instructions)	13	16
14	Threshold based on filing status (see instructions)	14	
15	Subtract line 14 from line 13. If zero or less, enter -0-	15	
16	Enter the smaller of line 12 or line 15		16
17	Net investment income tax for individuals. Multiply line 16 by 3.8% (.038). Enter here and on Form 1040, line 60		17
Estates and Trusts:			
18a	Net investment income (line 12 above)	18a	19c
b	Deductions for distributions of net investment income and deductions under section 642(c) (see instructions)	18b	
c	Undistributed net investment income. Subtract line 18b from 18a (see instructions)	18c	
19a	Adjusted gross income (see instructions)	19a	19c
b	Highest tax bracket for estates and trusts for the year (see instructions)	19b	
c	Subtract line 19b from line 19a. If zero or less, enter -0-	19c	
20	Enter the smaller of line 18c or line 19c		20
21	Net investment income tax for estates and trusts. Multiply line 20 by 3.8% (.038). Enter here and on Form 1041, Schedule G, line 4		21

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Lines 9 and 10 - Application of Itemized Deduction Limitations on Deductions Properly Allocable to Investment Income Worksheet

Keep for Your Records

Part I - Application of Section 67 to Deductions Properly Allocable to Investment Income

1. Enter the amount of Miscellaneous Itemized Deductions properly allocable to investment income before any itemized deduction limitations (Description and Form 8960 line number where they will be reported):

	Description	Line	Amount
(a)	_____	_____	_____
(b)	_____	_____	_____

2. Enter the total of all items listed in line 1 2. _____
 3. Enter the amount of all Miscellaneous Itemized Deductions after the application of the section 67 limitation (Schedule A (Form 1040), line 27) 3. _____
 4. Enter the lesser of the total reported on line 2 or line 3 4. _____

Part II - Application of Section 67 Limitation to Specific Deductions

(A) Reenter the amounts and descriptions from Part I, line 1.			(B) IF line 3 is less than line 2; THEN divide line 3 by line 2 AND enter the amount in column (B). IF amounts reported on Part I, lines 2 and 4 are equal, THEN enter 1.00 in column (B).	(C) Multiply the individual amounts in column (A) by the amount in column (B).
	Description	Line	Amount	
(a)	_____	_____	_____	X _____ = _____
(b)	_____	_____	_____	X _____ = _____

TIP *Individuals - Use the amounts in column (C) on Part III, line 1, to determine the amount of these deductions that are allowable after the application of the section 68 limitation.*
Estates or trusts - Enter the amounts in column (C) in the appropriate location on lines 9 and 10. Do not complete Parts III or IV of this worksheet.

Lines 9 and 10 - Application of Itemized Deduction Limitations on Deductions Properly Allocable to Investment Income Worksheet -

Keep for Your Records

continued

Part III - Application of Section 68 to deductions properly allocable to investment income (In Individuals Only)

1. Enter the amount of Miscellaneous Itemized Deductions properly allocable to investment income from column (C) of Part II:

	Description	Line	Amount
(a)	_____	_____	_____
(b)	_____	_____	_____

2. Enter the amount of state, local, and foreign income taxes that are properly allocable to investment income 2. _____

3. Enter the amounts of other Itemized Deductions subject to the section 68 limitation and properly allocable to investment income before any itemized deduction limitations (Description and Form 8960 line number):

	Description	Line	Amount
(a)	_____	_____	_____
(b)	_____	_____	_____

4. Enter the total deductions properly allocable to investment income subject to the section 68 limitation. Enter the sum of lines 1 through 3 4. _____

5. Enter the amount of total itemized deductions reported on Form 1040, line 40 5. _____

6. Enter all other itemized deductions allowed but not subject to the section 68 deduction limitation:

(a)	Investment Interest Expense	_____	_____
(b)	Casualty Losses (other than losses described in section 165(c)(1))	_____	_____
(c)	Medical Expenses	_____	_____
(d)	Gambling Losses	_____	_____
(e)	Total of lines 6(a) through 6(d)	_____	_____

7. Subtract line 6e from line 5 7. _____

8. Enter the lesser of line 7 or line 4 8. _____

TIP This is the amount of itemized deductions that are properly allocable to investment income after the application of the sections 67 and 68 deduction limitations. Use Part IV of this worksheet to reconcile this amount to the individual deduction amounts reported on Form 8960, lines 9 and 10.

Part IV - Reconciliation of Schedule A Deductions to Form 8960, lines 9 and 10 (Individuals Only)

(A)
Reenter the amounts and descriptions from Part III, lines 1 - 3.

(B)
IF Part III, line 8 is less than Part III, line 4, THEN divide line 8 by line 4 AND enter the amount in column (B). IF the amounts reported on Part III, lines 4 and 8 are equal, THEN enter 1.00 in column (B).

(C)
Multiply the individual amounts in column (A) by the amount in column (B). Enter these amounts in the appropriate location on lines 9 and 10.

Miscellaneous Itemized Deductions properly allocable to investment income:

	Description	Line	Amount			
1.	(a) _____	_____	_____	X	_____	= _____
	(b) _____	_____	_____	X	_____	= _____
2.	State, local, and foreign income taxes	_____	_____	X	_____	= _____
Itemized Deductions Subject to Section 68 included on Line 3 of Part III:						
3.	(a) _____	_____	_____	X	_____	= _____
	(b) _____	_____	_____	X	_____	= _____

**Net Investment Income Tax -
Individuals, Estates, and Trusts**

2013

Connecticut

Name(s) **JOSEPH CARABETTA Jr & ANNA B. CARABETTA** Your social security number or EIN

Part I Investment Income Section 6013(g) election
 Regulations section 1.1411-10(g) election

1	Taxable interest (Form 1040, line 8a; or Form 1041, line 1)		1	
2	Ordinary dividends (Form 1040, line 9a; or Form 1041, line 2a)		2	
3	Annuities from nonqualified plans		3	
4a	Rental real estate, royalties, partnerships, S corporations, trusts, etc. (Form 1040, line 17; or Form 1041, line 5)	4a		
b	Adjustment for net income or loss derived in the ordinary course of a non-section 1411 trade or business	4b		
c	Combine lines 4a and 4b		4c	
5a	Net gain or loss from disposition of property from Form 1040, combine lines 13 and 14; or from Form 1041, combine lines 4 and 7	5a		
b	Net gain or loss from disposition of property that is not subject to net investment income tax	5b		
c	Adjustment from disposition of partnership interest or S corporation stock	5c		
d	Combine lines 5a through 5c		5d	
6	Changes in investment income for certain CFCs and PFICs		6	
7	Other modifications to investment income		7	
8	Total investment income. Combine lines 1, 2, 3, 4c, 5d, 6, and 7		8	

Part II State Income Tax Pro-ration

9	State total income	9	
10	State income tax deduction	10	
11	State income taxes attributable to investment income, line 8 divided by line 9 times line 10	11	

Form 8960 (2013)

Form **8801**

Credit for Prior Year Minimum Tax - Individuals, Estates, and Trusts

OMB No. 1545-1073

2013

Attachment
Sequence No. 74

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Form 8801 and its separate instructions is at www.irs.gov/form8801.
▶ Attach to Form 1040, 1040NR, or 1041.

Name(s) shown on return

Identifying number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I Net Minimum Tax on Exclusion Items

1	Combine lines 1 and 10 of your 2012 Form 6251. Estates and trusts, see instructions	1	
2	Enter adjustments and preferences treated as exclusion items (see instructions)	2	
3	Minimum tax credit net operating loss deduction (see instructions)	3	()
4	Combine lines 1, 2, and 3. If zero or less, enter -0- here and on line 15 and go to Part II. If more than \$232,500 and you were married filing separately for 2012, see instructions	4	
5	Enter: \$78,750 if married filing jointly or qualifying widow(er) for 2012; \$50,600 if single or head of household for 2012; or \$39,375 if married filing separately for 2012. Estates and trusts, enter \$22,500	5	
6	Enter: \$150,000 if married filing jointly or qualifying widow(er) for 2012; \$112,500 if single or head of household for 2012; or \$75,000 if married filing separately for 2012. Estates and trusts, enter \$75,000	6	
7	Subtract line 6 from line 4. If zero or less, enter -0- here and on line 8 and go to line 9	7	
8	Multiply line 7 by 25% (.25)	8	
9	Subtract line 8 from line 5. If zero or less, enter -0-. If under age 24 at the end of 2012, see instructions	9	
10	Subtract line 9 from line 4. If zero or less, enter -0- here and on line 15 and go to Part II. Form 1040NR filers, see instructions	10	
11	<ul style="list-style-type: none"> • If for 2012 you filed Form 2555 or 2555-EZ, see instructions for the amount to enter. • If for 2012 you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b (Form 1041, line 2b(2)); or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (lines 14a and 15, column (2), of Schedule D (Form 1041)), complete Part III of Form 8801 and enter the amount from line 45 here. Form 1040NR filers, see instructions. • All others: If line 10 is \$175,000 or less (\$87,500 or less if married filing separately for 2012), multiply line 10 by 26% (.26). Otherwise, multiply line 10 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2012) from the result. Form 1040NR filers, see instructions. 	11	
12	Minimum tax foreign tax credit on exclusion items (see instructions)	12	
13	Tentative minimum tax on exclusion items. Subtract line 12 from line 11	13	
14	Enter the amount from your 2012 Form 6251, line 34, or 2012 Form 1041, Schedule I, line 55	14	
15	Net minimum tax on exclusion items. Subtract line 14 from line 13. If zero or less, enter -0-	15	

LHA For Paperwork Reduction Act Notice, see instructions.

Form 8801 (2013)

Part II Minimum Tax Credit and Carryforward to 2014

16 Enter the amount from your 2012 Form 6251, line 35, or 2012 Form 1041, Schedule I, line 56	16	
17 Enter the amount from line 15	17	
18 Subtract line 17 from line 16. If less than zero, enter as a negative amount	18	
19 2012 credit carryforward. Enter the amount from your 2012 Form 8801, line 28	19	
20 Enter your 2012 unallowed qualified electric vehicle credit (see instructions)	20	
21 Combine lines 18 through 20. If zero or less, stop here and see the instructions	21	
22 Enter your 2013 regular income tax liability minus allowable credits (see instructions)	22	
23 Enter the amount from your 2013 Form 6251, line 33, or 2013 Form 1041, Schedule I, line 54	23	
24 Subtract line 23 from line 22. If zero or less, enter -0-	24	
25 Minimum tax credit. Enter the smaller of line 21 or line 24. Also enter this amount on your 2013 Form 1040, line 53 (check box b); Form 1040NR, line 50 (check box b); or Form 1041, Schedule G, line 2c	25	
26 Credit carryforward to 2014. Subtract line 25 from line 21. Keep a record of this amount because you may use it in future years	26	

Part III Tax Computation Using Maximum Capital Gains Rates

Caution. If you did not complete the 2012 Qualified Dividends and Capital Gain Tax Worksheet, the 2012 Schedule D Tax Worksheet, or Part V of the 2012 Schedule D (Form 1041), see the instructions before completing this part.

27	Enter the amount from Form 8801, line 10. If you filed Form 2555 or 2555-EZ for 2012, enter the amount from line 3 of the Foreign Earned Income Tax Worksheet in the instructions		27
<p>Caution. If for 2012 you filed Form 1040NR, 1041, 2555, or 2555-EZ, see the instructions before completing lines 28, 29, and 30.</p>			
28	Enter the amount from line 6 of your 2012 Qualified Dividends and Capital Gain Tax Worksheet, the amount from line 13 of your 2012 Schedule D Tax Worksheet, or the amount from line 22 of the 2012 Schedule D (Form 1041), whichever applies	28	
<p>If you figured your 2012 tax using the 2012 Qualified Dividends and Capital Gain Tax Worksheet, skip line 29 and enter the amount from line 28 on line 30. Otherwise, go to line 29.</p>			
29	Enter the amount from line 19 of your 2012 Schedule D (Form 1040), or line 14b, column (2), of the 2012 Schedule D (Form 1041)	29	
30	Add lines 28 and 29, and enter the smaller of that result or the amount from line 10 of your 2012 Schedule D Tax Worksheet	30	
31	Enter the smaller of line 27 or line 30		31
32	Subtract line 31 from line 27		32
33	If line 32 is \$175,000 or less (\$87,500 or less if married filing separately for 2012), multiply line 32 by 26% (.26). Otherwise, multiply line 32 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2012) from the result. Form 1040NR filers, see instructions		33
34	Enter: <ul style="list-style-type: none"> • \$70,700 if married filing jointly or qualifying widow(er) for 2012, • \$35,350 if single or married filing separately for 2012, • \$47,350 if head of household for 2012, or • \$2,400 for an estate or trust. Form 1040NR filers, see instructions	34	
35	Enter the amount from line 7 of your 2012 Qualified Dividends and Capital Gain Tax Worksheet, the amount from line 14 of your 2012 Schedule D Tax Worksheet, or the amount from line 23 of the 2012 Schedule D (Form 1041); whichever applies. If you did not complete either worksheet or Part V of the 2012 Schedule D (Form 1041), enter -0-. Form 1040NR filers, see instructions	35	
36	Subtract line 35 from line 34. If zero or less, enter -0-	36	
37	Enter the smaller of line 27 or line 28	37	
38	Enter the smaller of line 36 or line 37	38	
39	Subtract line 38 from line 37	39	
40	Multiply line 39 by 15% (.15)		40
<p>If line 29 is zero or blank, skip lines 41 and 42 and go to line 43. Otherwise, go to line 41.</p>			
41	Subtract line 37 from line 31	41	
42	Multiply line 41 by 25% (.25)		42
43	Add lines 33, 40, and 42		43
44	If line 27 is \$175,000 or less (\$87,500 or less if married filing separately for 2012), multiply line 27 by 26% (.26). Otherwise, multiply line 27 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2012) from the result. Form 1040NR filers, see instructions		44
45	Enter the smaller of line 43 or line 44 here and on line 11. If you filed Form 2555 or 2555-EZ for 2012, do not enter this amount on line 11. Instead, enter it on line 4 of the Foreign Earned Income Tax Worksheet in the instructions		45

* The 2012 Qualified Dividends and Capital Gain Tax Worksheet is in the 2012 Instructions for Form 1040. The 2012 Schedule D Tax Worksheet is in the 2012 Instructions for Schedule D (Form 1040) (or the 2012 Instructions for Schedule D (Form 1041)).

Form 1040 Department of the Treasury—Internal Revenue Service (99) U.S. Individual Income Tax Return 2014 OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning 2014, ending 20 See separate instructions.

Your first name and initial Adam Last name Stern Your social security number

If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions 90 Terrell Farm Place 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). Cheshire CT 06410 Presidential Election Campaign

Foreign country name Foreign province/state/country Foreign postal code You Spouse

Filing Status 1 Single 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above and his 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 6b Spouse Boxes checked on 6a and 6b

Table with 4 columns: (1) First name, Last name, (2) Dependent's social security number, (3) Dependent's relationship to you, (4) if child under age 17, qualify for child tax credit (see instr.). Includes instructions for dependents and a total count line.

d Total number of exemptions claimed Add numbers on lines above

Income section table with 22 rows. Columns include line number, description (e.g., Wages, salaries, tips, etc.), and a right-hand column for amounts.

Adjusted Gross Income section table with 13 rows. Columns include line number, description (e.g., Educator expenses, Health savings account deduction), and a right-hand column for amounts.

Form 1040 (2014) Adam Stern

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38

39a Check You were born before January 2, 1950, Blind. Total boxes checked 39a

if: Spouse was born before January 2, 1950, Blind.

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 6d. Otherwise, see instructions 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4372 c 44

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8962 46

47 Add lines 44, 45, and 46 47

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required 52

53 Residential energy credits. Attach Form 5695 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- 56

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax 63

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64

65 2014 estimated tax payments and amount applied from 2013 return 65

66a Earned income credit (EIC): NO 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b Reserved c Reserved d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments 74

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here 76a

Direct deposit? b Routing number c Type: Checking Savings

See instructions. d Account number

77 Amount of line 75 you want applied to your 2015 estimated tax 77 894

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions 78

79 Estimated tax penalty (see instructions) 79 37

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name _____ Personal identification number (PIN) _____

Phone no. _____

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.

Your signature _____ Date _____ Your occupation **Student** Daytime phone number _____

Spouse's signature. If a joint return, both must sign. _____ Date _____ Spouse's occupation _____

If the IRS sent you an Identity Protection PIN, enter it here (see instr.) _____

Paid **Karen Z Reims, CPA** Preparer's signature Date **09/15/15** Check if self-employed, PTIN _____

Preparer Firm's name **Reims & Associates, LLC** Firm's EIN _____

Use Only Firm's address **166 Main Street 2nd Floor Old Saybrook CT 06475-2386** Phone no. **860-577-2800**

SCHEDULE C (Form 1040)

Profit or Loss From Business

(Sole Proprietorship)

OMB No. 1545-0074

2014

Attachment Sequence No. 09

Department of the Treasury Internal Revenue Service (99)

Information about Schedule C and its separate instructions is at www.irs.gov/schedulec. Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

Adam Stern

Social security number (SSN)

A Principal business or profession, including product or service (see instructions) Consulting

B Enter code from instructions

C Business name. If no separate business name, leave blank. Adam Stern

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) 90 Terrell Farm Place City, town or post office, state, and ZIP code Cheshire CT 06410

F Accounting method: (1) X Cash (2) Accrual (3) Other (specify)

G Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on losses Yes

H If you started or acquired this business during 2014, check here

I Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions)

J If "Yes," did you or will you file required Forms 1099? Yes No

Part I Income

Table with 7 rows for income reporting: 1 Gross receipts or sales, 2 Returns and allowances, 3 Subtract line 2 from line 1, 4 Cost of goods sold, 5 Gross profit, 6 Other income, 7 Gross income.

Part II Expenses. Enter expenses for business use of your home only on line 30.

Table with 27 rows for expense reporting: 8 Advertising, 9 Car and truck expenses, 10 Commissions and fees, 11 Contract labor, 12 Depletion, 13 Depreciation and section 179 expense deduction, 14 Employee benefit programs, 15 Insurance, 16 Interest, 17 Legal and professional services, 18 Office expense, 19 Pension and profit-sharing plans, 20 Rent or lease, 21 Repairs and maintenance, 22 Supplies, 23 Taxes and licenses, 24 Travel, meals, and entertainment, 25 Utilities, 26 Wages, 27a Other expenses, 27b Reserved for future use.

28 Total expenses before expenses for business use of home. Add lines 8 through 27a

29 Tentative profit or (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: and (b) the part of your home used for business: Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. If a loss, you must go to line 32.

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 checked the box on line 1, see the line 31 instructions). 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

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

► Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2014

Attachment
Sequence No. 17

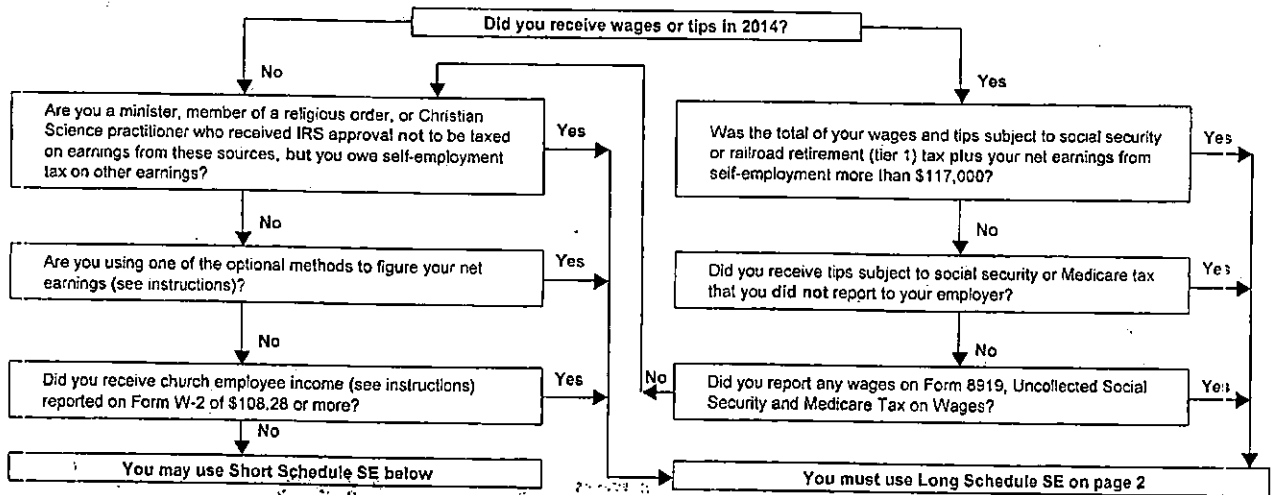
Name of person with self-employment income (as shown on Form 1040 or Form 1040NR)
Adam Stern

Social security number of person
with self-employment income. ►

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2
3	Combine lines 1a, 1b, and 2	3
4	Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4
5	Self-employment tax. If the amount on line 4 is: • \$117,000 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 57, or Form 1040NR, line 55 • More than \$117,000, multiply line 4 by 2.9% (.029). Then, add \$14,508 to the result. Enter the total here and on Form 1040, line 57, or Form 1040NR, line 55	5
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **1116**

Foreign Tax Credit
(Individual, Estate, or Trust)

OMB No. 1545-0121

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

2014

▶ Information about Form 1116 and its separate instructions is at www.irs.gov/form1116.

Attachment Sequence No. **19**

Name

Identifying number as shown on page 1 of your tax return

Adam Stern

Use a separate Form 1116 for each category of income listed below. See Categories of Income in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- Passive category income
- General category income
- Section 901(j) income
- Certain income re-sourced by treaty
- Lump-sum distributions

f Resident of (name of country) ▶ **US United States**

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

g Enter the name of the foreign country or U.S. possession ▶	Foreign Country or U.S. Possession				Total (Add cols. A, B, and C.)
	A	CA	B	C	
Canada					
1a Gross income from sources within country shown above and of the type checked above (see instructions):					1a
Dividends					
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, & you used an alternative basis to determine its source (see instructions) ▶ <input type="checkbox"/>					
Deductions and losses (Caution: See instructions):					
2 Expenses definitely related to the income on line 1a (attach statement)					
3 Pro rata share of other deductions not definitely related:					
a Certain itemized deductions or standard deduction (see instructions)					
b Other ded. (attach stmt.) st loan int					
c Add lines 3a and 3b					
d Gross foreign source income (see instructions)					
e Gross income from all sources (see instructions)					
f Divide line 3d by line 3e (see instructions)					
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense (see instructions):					
a Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5					6
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2					7

Part II Foreign Taxes Paid or Accrued (see instructions)

Country	Credit is claimed for taxes (you must check one) (h) <input checked="" type="checkbox"/> Paid (i) <input type="checkbox"/> Accrued	Foreign taxes paid or accrued							(s) Total foreign taxes paid or accrued (add cols (c) through (r))
		In foreign currency			(n) Other foreign taxes paid or accrued	In U.S. dollars			
		Taxes withheld at source on:				Taxes withheld at source on:			
	(j) Date paid or accrued	(k) Dividends	(l) Rents and royalties	(m) Interest	(o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	
A									
B									
C									

8 Add lines A through C, column(s). Enter the total here and on line 9, page 2

For Paperwork Reduction Act Notice, see instructions.

8

Adam Stern

Form 1116 (2014)

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9		
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11		
12	Reduction in foreign taxes (see instructions)	12		
13	Taxes reclassified under high tax kickout (see instructions)	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. Estates and trusts: Enter your taxable income without the deduction for your exemption Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.	18		
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19
20	Individuals: Enter the amounts from Form 1040, lines 44 and 46; if you are a nonresident alien, enter the amounts from Form 1040NR, lines 42 and 44; Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37 Caution: If you are completing line 20 for separate category e (lump-sum distributions), see instructions.			20
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV (see instructions)			22

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the smaller of line 20 or line 27			28
29	Reduction of credit for international boycott operations. See instructions for line 12			29
30	Subtract line 29 from line 28. This is your foreign tax credit. Enter here and on Form 1040, line 48; Form 1040NR, line 48; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a			30

Form **8880**

Credit for Qualified Retirement Savings Contributions

OMB No. 1545-0074

2014

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.

▶ Information about Form 8880 and its instructions is at www.irs.gov/form8880.

Attachment
Sequence No. **54**

Name(s) shown on return

Your social security number

Adam Stern

You cannot take this credit if either of the following applies.



- The amount on Form 1040, line 38; Form 1040A, line 22; or Form 1040NR, line 37 is more than \$30,000 (\$45,000 if head of household; \$60,000 if married filing jointly).
- The person(s) who made the qualified contribution or elective deferral (a) was born after January 1, 1997, (b) is claimed as a dependent on someone else's 2014 tax return, or (c) was a student (see instructions).

- 1 Traditional and Roth IRA contributions for 2014. Do not include rollover contributions
- 2 Elective deferrals to a 401(k) or other qualified employer plan, voluntary employee contributions, and 501(c)(18)(D) plan contributions for 2014 (see instructions)
- 3 Add lines 1 and 2
- 4 Certain distributions received after 2011 and before the due date (including extensions) of your 2014 tax return (see instructions). If married filing jointly, include both spouses' amounts in both columns. See instructions for an exception
- 5 Subtract line 4 from line 3. If zero or less, enter -0-
- 6 In each column, enter the smaller of line 5 or \$2,000
- 7 Add the amounts on line 6. If zero, stop; you cannot take this credit
- 8 Enter the amount from Form 1040, line 38*; Form 1040A, line 22; or Form 1040NR, line 37
- 9 Enter the applicable decimal amount shown below:

	(a) You	(b) Your spouse
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

If line 8 is—		And your filing status is—		
Over—	But not over—	Married filing jointly	Head of household	Single, Married filing separately, or Qualifying widow(er)
Enter on line 9—				
---	\$18,000	.5	.5	.5
\$18,000	\$19,500	.5	.5	.2
\$19,500	\$27,000	.5	.5	.1
\$27,000	\$29,250	.5	.2	.1
\$29,250	\$30,000	.5	.1	.1
\$30,000	\$36,000	.5	.1	.0
\$36,000	\$39,000	.2	.1	.0
\$39,000	\$45,000	.1	.1	.0
\$45,000	\$60,000	.1	.0	.0
\$60,000	---	.0	.0	.0

Note: If line 9 is zero, stop; you cannot take this credit.

- 10 Multiply line 7 by line 9
- 11 Limitation based on tax liability. Enter the amount from the Credit Limit Worksheet in the instructions
- 12 Credit for qualified retirement savings contributions. Enter the smaller of line 10 or line 11 here and on Form 1040, line 51; Form 1040A, line 34; or Form 1040NR, line 48

*See Pub. 590-A for the amount to enter if you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico.

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8880** (2014)

20

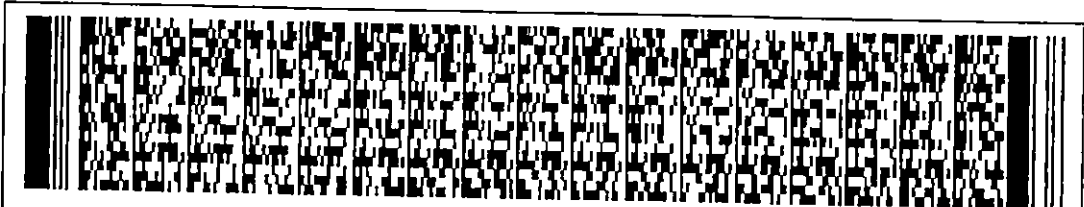
Form CT-1040 - 2014, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2014 and ending:
Y S N FJ N FS N HH N QW

ADAM STERN N Dec.
N Dec.
90 TERRELL FARM PL N CT-2210
N CT-8379 N CT-1040CRC
CHESHIRE CT 06410

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

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



↑

Form CT-1040, Page 2 of 4

17. Amount from Line 16

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.	•	
18b.	•	
18c.	•	
18d.	•	
18e.	•	

18f. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18f.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.

19. All 2014 estimated tax payments and any overpayments applied from a prior year 19.

20. Payments made with Form CT-1040 EXT 20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.

20b. Claim of right credit (from Form CT-1040CRC, Line 6) 20b.

21. Total payments: Add Lines 18, 19, 20, 20a, and 20b. 21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.

23. Amount of Line 22 you want applied to your 2015 estimated tax 23.

24. CHET contribution (from Schedule CT-CHET, Line 4) 24.

24a. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24a.

25. Refund: Lines 23, 24, and 24a subtracted from Line 22. 25.
 If you have not elected to direct deposit, the refund may be issued by debit card or check.

25a. Acct. type	25b. Rount. #	25c. Acct. #
25d. Refund going to a bank account outside the U.S.	25d. N	25e. Debit card

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.
 Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28.

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
Spouse's signature (if joint return)	Date	Daytime telephone number
Paid preparer's signature	Date	Preparer's SSN or PTIN
Firm's name, address, and ZIP code	Telephone number	FEIN

REIMS & ASSOCIATES, LLC
 166 MAIN STREET 2ND FLOOR
 OLD SAYBROOK, CT 06475-2386

09152015 • 8605772800

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)
-----------------	------------------	--------------------------------------

Sign Here
 Keep a copy for your records.

Form CT-1040, Page 3 of 4

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
	Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District	•	•	•
Description of Property	•	•	•
Date(s) Paid	•	•	•
Amount Paid	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. •
65. Lesser of Line 63 or Line 64.			65. •
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. •
67. Line 65 multiplied by Line 66.			67. •
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)		69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)		69b. •
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)		69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.		69. •

Schedule 5 - Contributions to Designated Charities

70a. AR		70a.
70b. OT		70b.
70c. ES/W		70c.
70d. BCR		70d.
70e. SNS		70e.
70f. MR		70f.
70g. CBS		70g.
70. Total Contributions: Add Lines 70a through 70g.		70. •
Taxpayer email		

Form 1040 U.S. Individual Income Tax Return 2013

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning 2013, ending 2013, ending 20 See separate instructions.

Your first name and initial Adam Last name Stern Your social security number

if a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions 90 Terrell Farm Place Apt no

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Cheshire CT 06410

Foreign country name Foreign province/state/county Foreign postal code Presidential Election Campaign

Filing Status 4 Head of household (with qualifying person) (See instructions) if the qualifying person is a child but not your dependent, enter the child's name here

Check only one box. 3 Married filing jointly (even if only one had income) 5 Qualifying widow(er) with dependent child

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse

Table with columns: (1) First name, Last name, (2) Dependent's social security number, (3) Dependent's relationship to you, (4) Child under age 17, tax credit. Includes instructions for dependents.

d Total number of exemptions claimed

Income section table with rows 7-22. Includes categories like Wages, salaries, tips, Tax-exempt interest, Ordinary dividends, etc.

Adjusted Gross Income section table with rows 23-37. Includes categories like Educator expenses, Health savings account deduction, etc.

Form 1040 (2013) Adam Stern

Tax and Credits

38 Amount from line 37 (adjusted gross income) **38**

39a Check You were born before January 2, 1949, Blind. Total boxes checked **39a**
 if: Spouse was born before January 2, 1949, Blind.

b If your spouse itemizes on a separate return or you were a dual-status alien, check here **39b**

Standard Deduction for—

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) **40**

41 Subtract line 40 from line 38 **41**

42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instructions **42**

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- **43**

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4972 c **44**

45 Alternative minimum tax (see instructions). Attach Form 6251 **45**

46 Add lines 44 and 45 **46**

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**

Other Taxes

56 Self-employment tax. Attach Schedule SE **56**

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 Taxes from: a Form 8959 b Form 8950 c Instructions; enter code(s) **60**

61 Add lines 55 through 60. This is your total tax **61**

Payments

62 Federal income tax withheld from Forms W-2 and 1099 **62**

63 2013 estimated tax payments and amount applied from 2012 return **63**

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 Reserved c 8885 d **71**

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments **72**

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid **73**

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 2014 estimated tax **75**

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)? Yes. Complete below. No

Designee's name Personal identification number (PIN) Phone no.

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.

Your signature Date Your occupation Daytime phone number

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

Paid Print/Type preparer's name Karen Z. Reims, CPA Preparer's signature Karen Z. Reims, CPA Date 09/15/15 Check PTIN self-employer

Preparer Use Only Firm's name Draskinis & Reims, P.C. Firm's EIN Firm's address 422 Highland Avenue, Office 5 Cheshire CT 06410 Phone no. 203-271-2285

SCHEDULE C (Form 1040)

Profit or Loss From Business

(Sole Proprietorship)

OMB No. 1545-0074

2013

Attachment Sequence No 09

Department of the Treasury Internal Revenue Service (99)

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.

Name of proprietor

Adam Stern

Social security number (SSN)

A Principal business or profession, including product or service (see instructions) Consulting

B Enter code from instructions

C Business name, if no separate business name, leave blank. Adam Stern

D Employer ID number (EIN), (see instructions)

E Business address (including suite or room no.) 90 Terrell Farm Place City, town or post office, state, and ZIP code Cheshire CT 06410

F Accounting method: (1) sh (2) Accrual (3) Other (specify)

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses

H If you started or acquired this business during 2013, check here

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions)

J If "Yes," did you or will you file required Forms 1099?

Yes No

Part I Income

Table with 7 rows for income calculation: 1 Gross receipts or sales, 2 Returns and allowances, 3 Subtract line 2 from line 1, 4 Cost of goods sold, 5 Gross profit, 6 Other income, 7 Gross income.

Part II Expenses

Enter expenses for business use of your home only on line 30.

Table with 32 rows for expense calculation: 8 Advertising, 9 Car and truck expenses, 10 Commissions and fees, 11 Contract labor, 12 Depletion, 13 Depreciation and section 179 expense deduction, 14 Employee benefit programs, 15 Insurance, 16 Interest, 17 Legal and professional services, 18 Office expense, 19 Pension and profit-sharing plans, 20 Rent or lease, 20a Vehicles, machinery, and equipment, 20b Other business property, 21 Repairs and maintenance, 22 Supplies, 23 Taxes and licenses, 24 Travel, meals, and entertainment, 24a Travel, 24b Deductible meals and entertainment, 25 Utilities, 26 Wages, 27a Other expenses, 27b Reserved for future use, 28 Total expenses before expenses for business use of home, 29 Tentative profit or (loss), 30 Expenses for business use of your home, 31 Net profit or (loss), 32 Investment risk.

**SCHEDULE D
(Form 1040)**

Capital Gains and Losses

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040 or Form 1040NR.
▶ Information about Schedule D and its separate instructions is at www.irs.gov/scheduled.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

2013
Attachment
Sequence No. 12

Name(s) shown on return

Adam Stern

Your social security number

Part I Short-Term Capital Gains and Losses -- Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the line: below.
This form may be easier to complete if you round off cents to whole dollars

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(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)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b.				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
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
7 Net short-term capital gain or (loss). Combine lines 1a 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

Part II Long-Term Capital Gains and Losses -- Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below.
This form may be easier to complete if you round off cents to whole dollars

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b.				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
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
13 Capital gain distributions. See the instructions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on the back				15

For Paperwork Reduction Act Notice, see your tax return instructions.

Adam Stern

Schedule D (Form 1040) 2013

Part III Summary

16 Combine lines 7 and 15 and enter the result	16	
<ul style="list-style-type: none"> 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? <input type="checkbox"/> Yes. Go to line 18. <input type="checkbox"/> 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? <input type="checkbox"/> 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. <input type="checkbox"/> 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	
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? res. 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). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.		

Name(s) shown on return (Name and SSN or taxpayer identification no. not required if shown on other side)

Social Security number Taxpayer identification number

Adam Stern

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 D, E, or F 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.

Note. You may aggregate all long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the total directly on Schedule D, line 8a; you are not required to report these transactions on Form 8949 (see instructions).

You must check Box D, E, or F 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.

Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)

(E) Long-term transactions reported on Form(s) 1099-B, showing basis was not reported to the IRS

(F) Long-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.		(h) Gain or (loss). Subtract column (e) from column (d); and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
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 8b (if Box D above is checked), line 9 (if Box E above is checked), or line 10 (if Box F above is checked) ▶							

Note. If you checked Box D 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.

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2013

Attachment
Sequence No. **17**

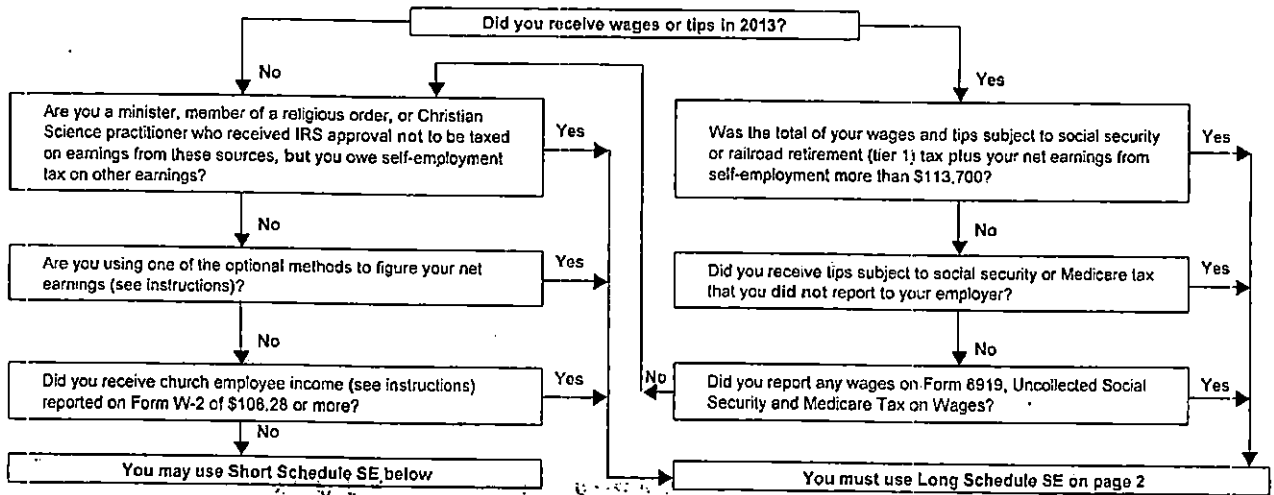
Name of person with self-employment income (as shown on Form 1040)
Adam Stern

Social security number of person
with self-employment income ▶

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2
3	Combine lines 1a, 1b, and 2	3
4	Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b. Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4
5	Self-employment tax. If the amount on line 4 is: • \$113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$113,700, multiply line 4 by 2.9% (.029). Then, add \$14,098.80 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **1116**

Foreign Tax Credit
(Individual, Estate, or Trust)

OMB No. 1545-0121

2013

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

▶ Information about Form 1116 and its separate instructions is at www.irs.gov/form1116.

Attachment Sequence No. **19**

Name

Identifying number as shown on page 1 of your tax return

Adam Stern

Use a separate Form 1116 for each category of income listed below. See Categories of Income in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a Passive category income
- b General category income
- c Section 901(j) income
- d Certain income re-sourced by treaty
- e Lump-sum distributions

f Resident of (name of country) ▶ **US United States**

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

g Enter the name of the foreign country or U.S. possession	Foreign Country or U.S. Possession			Total (Add cols. A, B, and C.)
	A	B	C	
1a Gross income from sources within country shown above and of the type checked above (see instructions):				1a
Dividends				
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, & you used an alternative basis to determine its source (see instructions) ▶ <input type="checkbox"/>				
Deductions and losses (Caution: See instructions)				
2 Expenses definitely related to the income on line 1a (attach statement)				
3 Pro rata share of other deductions not definitely related:				
a Certain itemized deductions or standard deduction (see instructions)				
b Other dedts. (attach stmt.)				
c Add lines 3a and 3b				
d Gross foreign source income (see instructions)				
e Gross income from all sources (see instructions)				
f Divide line 3d by line 3e (see instructions)				
g Multiply line 3c by line 3f				
4 Pro rata share of interest expense (see instructions):				
a Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)				
b Other interest expense				
5 Losses from foreign sources				
6 Add lines 2, 3g, 4a, 4b, and 5				6
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2				7

Part II Foreign Taxes Paid or Accrued (see instructions)

Country	Credit is claimed for taxes (you must check one) (h) <input type="checkbox"/> 1 (i) <input type="checkbox"/> Accrued	Foreign taxes paid or accrued								
		In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(n) Other foreign taxes paid or accrued	Taxes withheld at source on:			(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add col. (c) through (r)).
	(l) Date paid or accrued	(k) Dividends	(j) Rents and royalties	(m) Interest		(o) Dividends	(p) Rents and royalties	(q) Interest		
B										
C										

8 Add lines A through C, column(s). Enter the total here and on line 9, page 2 ▶ **8**

For Paperwork Reduction Act Notice, see instructions.

Adam Stern

Form 1116 (2013)

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9		
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11		
12	Reduction in foreign taxes (see instructions)	12		
13	Taxes reclassified under high tax kickout (see instructions)	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. Estates and trusts: Enter your taxable income without the deduction for your exemption Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.	18		
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19
20	Individuals: Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37 Caution: If you are completing line 20 for separate category e (lump-sum distributions), see instructions.			20
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV (see instructions)			22

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the smaller of line 20 or line 27			28
29	Reduction of credit for international boycott operations. See instructions for line 12			29
30	Subtract line 29 from line 28. This is your foreign tax credit. Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a			30

Federal Statements

Passive Income

Statement 1 - Form 1116, Line 10 - Carryback or Carryover

<u>Year</u>	<u>Fgn Taxes Pd/Accrued</u>	<u>Limit</u>	<u>Available to Carryover</u>
-------------	---------------------------------	--------------	-----------------------------------

\$ _____

Print in Gray

20

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2013 and ending:

Y S N FJ N FS N HH N QW

ADAM STERN N Dec.

N Dec.

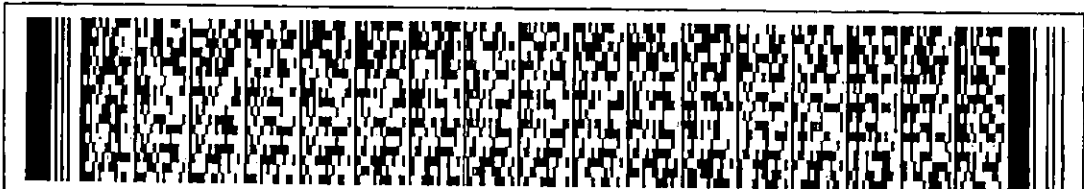
90 TERRELL FARM PL N CT-2210

N CT-8379 N CT-1040CRC

CHESHIRE CT 06410

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

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



↑

3 Form CT-1040, Page 2 of 4

17. Amount from Line 16 17. 4

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. •

18b. •

18c. •

18d. •

18e. •

18f. •

18g. •

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.

19. All 2013 estimated tax payments and any overpayments applied from a prior year 19.

20. Payments made with Form CT-1040 EXT 20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.

21. Total payments: Add Lines 18, 19, 20, and 20a. 21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.

23. Amount of Line 22 you want applied to your 2014 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 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. 2. 25e. Debit card

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered. 28.
 Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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 •	Home/cell telephone number •
Spouse's signature (if joint return) •	Date •	Daytime telephone number •
Paid preparer's signature • KAREN Z. REIMS, CPA	Date • 09152015	Telephone number • 2032712285
Firm's name, address, and ZIP code • DRASKINIS & REIMS, P.C. 422 HIGHLAND AVENUE, OFFICE 5 CHESHIRE, CT 06410		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) •
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Sign Here
Keep a copy for your records.

Form CT-1040, Page 3 of 4

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
	Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District	•	•	•
Description of Property	•	•	•
Date(s) Paid	•	•	•
Amount Paid	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63
64. Maximum property tax credit allowed			64. •
65. Lesser of Line 63 or Line 64.			65. •
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. •
67. Line 65 multiplied by Line 66.			67. •
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)		69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)		69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)		69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.		69. •

Schedule 5 - Contributions to Designated Charities

70a. AR		70a.
70b. OT		70b.
70c. ES/W		70c.
70d. BCR		70d.
70e. SNS		70e.
70f. MFRF		70f.
70. Total Contributions: Add Lines 70a through 70f.		70. •

Taxpayer email

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 2012 See separate instructions.

Your first name and initial Adam Last name Stern Your social security number.

If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. 90 Terrell Farm Place 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). Cheshire CT 06410 Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to the fund. Checking a box below will not change your tax or refund.

Foreign country name Foreign province/state/county Foreign postal code You Spouse

Filing Status 1 [X] 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 6b [] Spouse 6c Dependents: (1) First name Last name (2) Dependents' social security number (3) Dependents' relationship to you (4) [] if child under age 17 qualifies for child tax credit (see instr.) 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

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 8a Taxable interest. Attach Schedule B if required 8b Tax-exempt interest. Do not include on line 8a 9a Ordinary dividends. Attach Schedule B if required 9b Qualified dividends 10 Taxable refunds, credits, or offsets of state and local income taxes 11 Alimony received 12 Business income or (loss). Attach Schedule C or C-EZ 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 14 Other gains or (losses). Attach Form 4797 15a IRA distributions 15a Taxable amount 16a Pensions and annuities 16a Taxable amount 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 18 Farm income or (loss). Attach Schedule F 19 Unemployment compensation 20a Social security benefits 20a Taxable amount 21 Other income. List type and amount 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income

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

Tax and Credits

38 Amount from line 37 (adjusted gross income) 40

39a Check You were born before January 2, 1948, Blind. } Total boxes checked 39a
 if: Spouse was born before January 2, 1948, Blind. } 39b

b If your spouse itemizes on a separate return or you were a dual-status alien, check here

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. Multiply \$3,800 by the number on line 6d 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4572 c 962 etc. 44

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Add lines 44 and 45 46

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

Other Taxes

56 Self-employment tax. Attach Schedule SE 56

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

Payments

62 Federal income tax withheld from Forms W-2 and 1099 62

63 2012 estimated tax payments and amount applied from 2011 return 63

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 Reserved c 8801 d 8865 71

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments 72

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid 73

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a

b Routing number 74b

c Type: Checking Savings

d Account number 74c

75 Amount of line 73 you want applied to your 2013 estimated tax 75

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)? Yes. Complete below. No

Designee's name Personal identification number (PIN)

Phone no. Date

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.

Your signature Date Your occupation Daytime phone number

Spouse's signature, if a joint return, both must sign. Date Spouse's occupation

Student If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

Preparer

Print/Type preparer's name Preparer's signature Date Check if PTIN self-emp.

Karen Z. Reims, CPA Karen Z. Reims, CPA 09/15/15

Firm's name Firm's EIN

Draskinis & Reims, P.C. Phone no.

Firm's address CT 06410 203-271-2285

422 Highland Avenue, Office 5

Adam Stern

Schedule D (Form 1040) 2012

Part III Summary

16 Combine lines 7 and 15 and enter the result

16

- 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.

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21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:

21

- 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.

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
Name(s) shown on return

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
Social security number or taxpayer identification number

Adam Stern

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.

- 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.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	
Client File Copy								

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).

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**

Department of the Treasury
Internal Revenue Service
Name(s) shown on return

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
Adam Stern

Social security number or taxpayer identification number

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
- (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.		(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
						(f) Code(s) from instructions	(g) Amount of adjustment	

THE COPY

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).

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)

Attachment Sequence No. 12A Page 2

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

Adam Stern

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 this 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
(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

Table with 7 main columns: (a) Description of property, (b) Date acquired, (c) Date sold or disposed, (d) Proceeds (sales price), (e) Cost or other basis, (f) Adjustment, (g) Amount of adjustment, (h) Gain or (loss). Includes a shaded box for totals at the bottom.

Document file copy

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).

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.

**SCHEDULE D
(Form 1040)**

Capital Gains and Losses

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service (99)

▶ 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.

2012
Attachment
Sequence No. 12

Name(s) shown on return
Adam Stern

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				
2 Short-term totals from all Forms 8949 with box B checked in Part I				
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
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

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 2, 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				
9 Long-term totals from all Forms 8949 with box B checked in Part II				
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
13 Capital gain distributions. See the instructions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14
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

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

Form **1116**

Foreign Tax Credit
(Individual, Estate, or Trust)

OMB No. 1545-0121

2012

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

▶ Information about Form 1116 and its separate instructions is at www.irs.gov/form1116.

Attachment Sequence No. **19**

Name

Identifying number as shown on page 1 of your tax return

Adam Stern

Use a separate Form 1116 for each category of income listed below. See Categories of Income in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a Passive category income
- b General category income
- c Section 901(j) income
- d Certain income re-sourced by treaty
- e Lump-sum distributions

f Resident of (name of country) ▶ **US USA**

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

g Enter the name of the foreign country or U.S. possession ▶	Foreign Country or U.S. Possession			Total (Add cols. A, B, and C.)
	A OC	B	C	
1a Gross income from sources within country shown above and of the type checked above (see instructions):				1a
Dividends				
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is \$250,000 or more, & you used an alternative basis to determine its source (see instructions) ▶ <input type="checkbox"/>				
Deductions and losses (Caution: See instructions):				
2 Expenses definitely related to the income on line 1a (attach statement)				
3 Pro rata share of other deductions not definitely related:				
a Certain itemized deductions or standard deduction (see instructions)				
b Other ded's (attach stmt.)				
c Add lines 3a and 3b				
d Gross foreign source income (see instructions)				
e Gross income from all sources (see instructions)				
f Divide line 3d by line 3e (see instructions)				
g Multiply line 3c by line 3f				
4 Pro rata share of interest expense (see instructions):				
a Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)				
b Other interest expense				
5 Losses from foreign sources				
6 Add lines 2, 3g, 4a, 4b, and 5				6
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2				7

Part II Foreign Taxes Paid or Accrued (see instructions)

Country	Credit is claimed for taxes (you must check one) (h) <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	Foreign taxes paid or accrued								
		In foreign currency				In U.S. dollars				
		Taxes withheld at source on:				Taxes withheld at source on:				
	(j) Date paid or accrued	(k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	(o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (see cols. (c) through (r))
A										
B										
C										

8 Add lines A through C, column(s). Enter the total here and on line 9, page 2 ▶ **8**

For Paperwork Reduction Act Notice, see instructions.

Adam Stern

Form 1116 (2012)

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9		
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11		
12	Reduction in foreign taxes (see instructions)	12		
13	Taxes reclassified under high tax kickout (see instructions)	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	Individuals: Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. Estates and trusts: Enter your taxable income without the deduction for your exemption Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.	18		
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19
20	Individuals: Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37 Caution: If you are completing line 20 for separate category e (lump-sum distributions), see instructions.			20
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV (see instructions)			22

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the smaller of line 20 or line 27			28
29	Reduction of credit for international boycott operations. See instructions for line 12			29
30	Subtract line 29 from line 28. This is your foreign tax credit. Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a			30

20

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

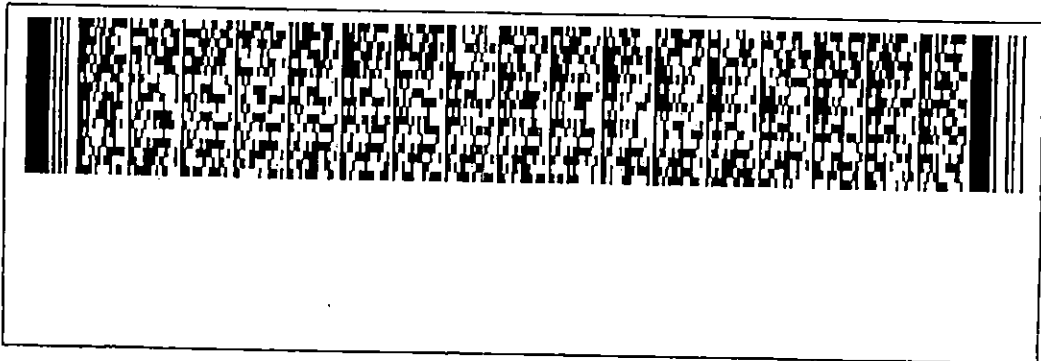
Other taxable year, beginning: 2012 and ending:

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

ADAM STERN N Dec.
N Dec.
90 TERRELL FARM PL N CT-2210
N CT-8379 N CT-1040CRC
CHESHIRE CT 06410

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 60) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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.
- 18b.
- 18c.
- 18d.
- 18e.
- 18f.
- 18g.

-
-
-
-
-
-
-

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3)

18h.

18. Total Connecticut income tax withheld: Amounts in Column C.

18.

19. All 2012 estimated tax payments and any overpayments applied from a prior year

19.

20. Payments made with Form CT-1040 EXT

20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16)

20a.

21. Total payments: Add Lines 18, 19, 20, and 20a.

21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.

22.

23. Amount of Line 22 you want applied to your 2013 estimated tax

23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70)

24.

25. Refund: Lines 20 and 24 subtracted from Line 22.

25.

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

25a. Acct. type

Ck.

Sv.

25b. Roul. #

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.

27. If late: Penalty entered, Line 26 multiplied by 10% (.10).

27.

28. If late: Interest entered.

Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

28.

29. Interest on underpayment of estimated tax (from Form CT-2210)

29.

30. Total amount due: Add Lines 26 through 29.

30.

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

Preparer's SSN or PTIN

• KAREN Z. REIMS, CPA

• 09152015 • 2032712285

Firm's name, address, and ZIP code

DRASKINIS & REIMS, P.C.
422 HIGHLAND AVENUE, OFFICE 5
CHESHIRE, CT 06410

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)

Sign Here
Keep a copy for your records.

Form CT-1040, Page 3 of 4

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 35)	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	48.
49. Other - specify	49.
50. Total subtractions: Add Lines 40 through 49.	50.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
	Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District
Description of Property
Date(s) Paid

Amount Paid

60.

61.

62.

63. Total property tax paid: Add Lines 60, 61, and 62.

63.

64. Maximum property tax credit allowed

64. •

65. Lesser of Line 63 or Line 64.

65. •

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.

66. •

67. Line 65 multiplied by Line 66.

67. •

68. Line 67 subtracted from Line 65.

68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)

69a.

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)

69b.

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)

69c.

69. Individual use tax: Add Lines 69a, 69b, and 69c.

69. •

Schedule 5 - Contributions to Designated Charities

70a. AR

70a.

70b. OT

70b.

70c. ES/W

70c.

70d. BCR

70d.

70e. SNS

70e.

70f. MFRF

70f.

70. Total Contributions: Add Lines 70a through 70f.

70. •

Taxpayer email

Your first name and initial JOSEPH		Last name CARABETTA	Your social security number
If a joint return, spouse's first name and initial		Last name	Spouse's social security number
Home address (number and street). If you have a P.O. box, see instructions. 187 CANYON DRIVE			▲ Make sure the SSN(s) above are correct. 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. <input type="checkbox"/> You <input type="checkbox"/> Spouse
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). MERIDEN, CT 06450			
Foreign country name		Foreign province/county	Foreign postal code

Income Attach Form(s) W-2 here.	1	Wages, salaries, and tips. This should be shown in box 1 of your Form(s) W-2. Attach your Form(s) W-2.	1
	2	Taxable interest. If the total is over \$1,500, you cannot use Form 1040EZ.	2
	3	Unemployment compensation and Alaska Permanent Fund dividends.	3
	4	Add lines 1, 2, and 3. This is your adjusted gross income .	4
	5	If someone can claim you (or your spouse if a joint return) as a dependent, check the applicable box(es) below and enter the amount from the worksheet on page 2. You <input type="checkbox"/> Spouse If no one can claim you (or your spouse if a joint return), enter \$9,500 if single; \$19,000 if married filing jointly.	5
	6	Subtract line 5 from line 4. If line 5 is larger than line 4, enter -0-. This is your taxable income .	6
Payments, Credits, and Tax	7	Federal income tax withheld from Form(s) W-2 and 1099.	7
	8a	Earned income credit (EIC).	8a
	9	Add lines 7 and 8a. These are your total payments and credits .	9
10	Tax. Use the amount on line 6 above to find your tax in the tax table in the instructions. Then, enter the tax from the table on this line.	10	
Refund	11a	If line 9 is larger than line 10, subtract line 10 from line 9. This is your refund . If Form 8888 is attached, check here <input type="checkbox"/>	11a
	b	Routing number	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	d	Account number	

Amount You Owe 12 If line 10 is larger than line 9, subtract line 9 from line 10. This is the amount you owe. For details on how to pay, see instructions. **12**

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

Designee's name **KURT J DENEGRIS** Phone no. **203-238-9500** Personal identification number (PIN)

Sign Here Under penalties of perjury, I declare that I have examined this return and, to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Joint return? See instr. Keep a copy for your records.	Your signature	Date	Your occupation	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	RICHARD J. CARABETTA		08/03/12		
	Firm's name R.J. CARABETTA & CO., P.C.	Firm's EIN	Phone no. 203-238-9500		
	Firm's address MERIDEN, CT 06450				

Use this form if

- Your filing status is single or married filing jointly. If you are not sure about your filing status, see instructions.
- You (and your spouse if married filing jointly) were under age 65 and not blind at the end of 2011. If you were born on January 1, 1947, you are considered to be age 65 at the end of 2011.
- You do not claim any dependents. For information on dependents, see Pub. 501.
- Your taxable income (line 6) is less than \$100,000.
- You do not claim any adjustments to income. For information on adjustments to income, use TeleTax topics 451-453 and 455-458 (see instructions).

• The only tax credit you can claim is the earned income credit (EIC). The credit may give you a refund even if you do not owe any tax. You do not need a qualifying child to claim the EIC. For information on credits, use TeleTax topics 601, 602, 607, 608, 610, 611 and 612 (see instructions).

• You had only wages, salaries, tips, taxable scholarship or fellowship grants, unemployment compensation, or Alaska Permanent Fund dividends, and your taxable interest was not over \$1,500. But if you earned tips, including allocated tips, that are not included in box 5 and box 7 of your Form W-2, you may not be able to use Form 1040EZ (see instructions). If you are planning to use Form 1040EZ for a child who received Alaska Permanent Fund dividends, see instructions.

Filling in your return

If you received a scholarship or fellowship grant or tax-exempt interest income, such as on municipal bonds, see the instructions before filling in the form. Also, see the instructions if you received a Form 1099-INT showing federal income tax withheld or if federal income tax was withheld from your unemployment compensation or Alaska Permanent Fund dividends.

For tips on how to avoid common mistakes, see instructions.

Remember, you must report all wages, salaries, and tips even if you do not get a Form W-2 from your employer. You must also report all your taxable interest, including interest from banks, savings and loans, credit unions, etc., even if you do not get a Form 1099-INT.

Worksheet for Line 5 - Dependents Who Checked One or Both Boxes

Use this worksheet to figure the amount to enter on line 5 if someone can claim you (or your spouse if married filing jointly) as a dependent, even if that person chooses not to do so. To find out if someone can claim you as a dependent, see Pub. 501.

A. Amount, if any, from line 1 on page 1 _____ + _____ ter total ▶ A. _____

B. Minimum standard deduction _____ B. _____

C. Enter the larger of line A or line B here _____ C. _____

D. Maximum standard deduction. If single, enter \$5,800; if married filing jointly, enter \$11,600 _____ D. _____

E. Enter the smaller of line C or line D here. This is your standard deduction _____ E. _____

F. Exemption amount. } F. _____

- If single, enter -0-
- If married filing jointly and —
 - both you and your spouse can be claimed as dependents, enter -0-
 - only one of you can be claimed as a dependent, enter \$3,700.

G. Add lines E and F. Enter the total here and on line 5 on page 1 _____ G. _____

(Keep a copy for your records)

- If you did not check any boxes on line 5, enter on line 5 the amount shown below that applies to you.
- Single, enter \$9,500. This is the total of your standard deduction (\$5,800) and your exemption (\$3,700).
 - Married filing jointly, enter \$19,000. This is the total of your standard deduction (\$11,600), your exemption (\$3,700), and your spouse's exemption (\$3,700).

Mailing Return

Mail your return by April 17, 2012. Mail it to the address shown on the last page of the instructions.

JOSEPH CARABETTA

FORM 1040EZ

WAGES RECEIVED AND TAXES WITHHELD

STATEMENT 1

T	AMOUNT	FEDERAL	STATE	CITY	FICA	MEDICARE
S EMPLOYER'S NAME	PAID	TAX	TAX	SDI	TAX	TAX
		WITHHELD	WITHHELD	TAX W/H		
T SERVICE MAINTENANCE COMPANY INC						
TOTALS						

CARABJOE

CARABETTA, JOSEPH

STATEMENT(S) 1
CARABJO1

Personal information section including name (JOSEPH CARABETTA), social security number, address (187 CANYON DRIVE, MERIDEN, CT 06450), and marital status options.

Income section (lines 1-6) detailing wages, interest, unemployment, and adjusted gross income.

Payments, Credits, and Tax section (lines 7-10) including federal income tax withheld, earned income credit, and total payments.

Refund section (lines 11a-d) for direct deposit, including routing and account numbers.

Amount You Owe section (line 12) for calculating the tax amount due.

Third Party Designee section for allowing another person to discuss the return with the IRS.

Sign Here section for the preparer and taxpayer signatures, including dates and occupations.

Paid Preparer Use Only section containing preparer name (RICHARD J. CARABETTA), firm name (R.J. CARABETTA & CO., P.C.), and contact information.

Use this form if

- Your filing status is single or married filing jointly. If you are not sure about your filing status, see instructions.
- You (and your spouse if married filing jointly) were under age 65 and not blind at the end of 2013. If you were born on January 1, 1949, you are considered to be age 65 at the end of 2013.
- You do not claim any dependents. For information on dependents, see Pub. 501.
- Your taxable income (line 6) is less than \$100,000.
- You do not claim any adjustments to income. For information on adjustments to income, use the TeleTax topics listed under *Adjustments to Income* at www.irs.gov/taxtopics (see instructions).
- The only tax credit you can claim is the earned income credit (EIC). The credit may give you a refund even if you do not owe any tax. You do not need a qualifying child to claim the EIC. For information on credits, use the TeleTax topics listed under *Tax Credits* at www.irs.gov/taxtopics (see instructions). If you received a Form 1098-T or paid higher education expenses, you may be eligible for a tax credit or deduction that you must claim on Form 1040A or Form 1040. For more information on tax benefits for education, see Pub. 970.
- You had only wages, salaries, tips, taxable scholarship or fellowship grants, unemployment compensation, or Alaska Permanent Fund dividends, and your taxable interest was not over \$1,500. But if you earned tips, including allocated tips, that are not included in box 5 and box 7 of your Form W-2, you may not be able to use Form 1040EZ (see instructions). If you are planning to use Form 1040EZ for a child who received Alaska Permanent Fund dividends, see instructions.

Filling in your return

If you received a scholarship or fellowship grant or tax-exempt interest income, such as on municipal bonds, see the instructions before filling in the form. Also, see the instructions if you received a Form 1099-INT showing federal income tax withheld or if federal income tax was withheld from your unemployment compensation or Alaska Permanent Fund dividends.

For tips on how to avoid common mistakes, see instructions.

Remember, you must report all wages, salaries, and tips even if you do not get a Form W-2 from your employer. You must also report all your taxable interest, including interest from banks, savings and loans, credit unions, etc., even if you do not get a Form 1099-INT.

Worksheet for Line 5 - Dependents Who Checked One or Both Boxes

Use this worksheet to figure the amount to enter on line 5 if someone can claim you (or your spouse if married filing jointly) as a dependent, even if that person chooses not to do so. To find out if someone can claim you as a dependent, see Pub. 501.

A. Amount, if any, from line 1 on page 1 + Enter total ► A.

B. Minimum standard deduction B.

C. Enter the larger of line A or line B here C.

D. Maximum standard deduction. If single, enter \$6,100; if married filing jointly, enter \$12,200 D.

E. Enter the smaller of line C or line D here. This is your standard deduction E.

F. Exemption amount. } F.

- If single, enter -0-.
- If married filing jointly and —
 - both you and your spouse can be claimed as dependents, enter -0-.
 - only one of you can be claimed as a dependent, enter \$3,900.

G. Add lines E and F. Enter the total here and on line 5 on page 1 G.

Keep a copy for your records

- If you did not check any boxes on line 5, enter on line 5 the amount shown below that applies to you.
- Single, enter \$10,000. This is the total of your standard deduction (\$6,100) and your exemption (\$3,900).
 - Married filing jointly, enter \$20,000. This is the total of your standard deduction (\$12,200), your exemption (\$3,900), and your spouse's exemption (\$3,900).

Mailing Return

Mail your return by April 15, 2014. Mail it to the address shown on the last page of the instructions.

JOSEPH CARABETTA

FORM 1040EZ

WAGES RECEIVED AND TAXES WITHHELD

STATEMENT

1

T	AMOUNT	FEDERAL	STATE	CITY	FICA	MEDICARE
S EMPLOYER'S NAME	PAID	TAX	TAX	SDI	TAX	TAX
		WITHHELD	WITHHELD	TAX W/H		
T SERVICE MAINTENANCE COMP						
TOTALS						

CARABJOE

CARABETTA, JOSEPH

STATEMENT(S) 1
CARABJO1

20

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2013 and ending:

Y S N FJ N FS N HH N QW

JOSEPH CARABETTA N Dec.

N Dec.

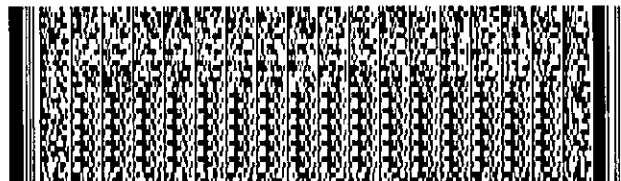
187 CANYON DRIVE N CT-2210

N CT-8379 N CT-1040CRC

MERIDEN CT 06450 -

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
- 2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
- 3. Add Line 1 and Line 2 3.
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
- 6. Income tax 6.
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
- 9. Connecticut alternative minimum tax (from Form CT-6251) 9.
- 10. Add Line 8 and Line 9. 10.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 6d) 11.
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
- 16. Total tax: Add Line 14 and Line 15. 16.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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.
18b.
18c.
18d.
18e.
18f.
18g.

•
•
•
•
•
•
•

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.
19. All 2013 estimated tax payments and any overpayments applied from a prior year 19.
20. Payments made with Form CT-1040 EXT 20.
20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
21. Total payments: Add Lines 18, 19, 20, and 20a. 21.
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.
23. Amount of Line 22 you want applied to your 2014 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
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. 25e. Debit card 25e. N

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered. 28.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
Spouse's signature (if joint return)		Date	Daytime telephone number
Paid preparer's signature		Date	Preparer's SSN or PTIN
Firm's name, address, and ZIP code		Telephone number	FEIN
• R.J. CARABETTA & CO., P.C. MERIDEN, CT 06450		• 041214	• 203 2389500

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)
•	•	•

Sign Here
Keep a copy for your records.

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.
--	-----

	Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	
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.

Schedule 3 - Property Tax Credit

<i>Qualifying Property</i>	<i>Primary Residence</i>	<i>Auto 1</i>	<i>Auto 2</i>
Name of Connecticut Tax Town or District ●	●	●	●
Description of Property ●	●	●	●
Date(s) Paid ●	●	●	●
Amount Paid 60.	61.	62.	
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. ●
65. Lesser of Line 63 or Line 64.			65. ●
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. ●
67. Line 65 multiplied by Line 66.			67. ●
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. ●

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70. ●

Taxpayer email

Form CT-1040

Do not send this sheet with your return.

Checklist for filing your Connecticut income tax return:

1. Be sure that Page 1 of your return is not printed on the back of this sheet.
2. Verify that the address lines on the return are correct and proper abbreviations are used.
3. If the Employer or Payer's Federal ID # is not listed on Page 2, Lines 18a through 18g, Column A, **all** withholding claimed will be disallowed and your return will not be successfully processed.
4. Do not attempt to remove or modify the solid boxes that print out on your return. Altering target marks may affect the processing of your return.
5. Do not send "Draft" or "Unapproved" versions of your return. This will delay or stop the processing of your return.
6. Do not make manual (hand written or typed) corrections to your return; this is a machine readable return. Changes may only be made by reentering information in your software and re-printing the return.
7. Do not use this return to change or amend previously filed returns. You must use Form CT-1040X to change or amend a previously filed Connecticut income tax return. (File Form CT-1040X electronically at www.ct.gov/TSC using the Taxpayer Service Center.)
8. Do not attach or send copies of forms W-2 or 1099.
9. Send **all** completed pages of CT-1040 and Schedule CT-EITC. Send **all** four pages of your completed return, both pages of your completed CT EITC schedule, and any other supporting schedules.
10. Make check payable to: Commissioner of Revenue Services
11. To ensure proper posting, write your SSN(s) (optional) and "2013 Form CT-1040" on your check.
12. To mail your return, use the following addresses:
For all tax returns with payment:
Department of Revenue Services
PO Box 2935
Hartford CT 06104-2935

For refunds and tax returns without payment:
Department of Revenue Services
PO Box 5002
Hartford CT 06102-5002
13. Verify that all fields print completely and any preparer information is filled out and legible before filing this return. If you find any errors, do not make manual changes. Re-enter information in your software and re-print the return.
14. If you wish to directly deposit a refund into a checking or savings bank account, confirm that Lines 25a through 25d have been completed. You **must** enter bank information on both the federal and Connecticut returns for each to be correctly deposited.

Do not send this sheet with your return.

Your first name and initial CRISTINA A	Last name CARABETTA	Your social security number -----
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
Home address (number and street). If you have a P.O. box see instructions. 187 CANYON DRIVE		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). MERIDEN, CT 06450		Make sure the SSN(s) above are correct. Presidential Election Campaign Check here if you, or your spouse if filing jointly, want S3 to go to this fund. Checking a box below will not change your tax or refund. <input type="checkbox"/> You <input type="checkbox"/> Spouse
Foreign country name	Foreign province/county	

Income Attach Form(s) W-2 here.	1	Wages, salaries, and tips. This should be shown in box 1 of your Form(s) W-2. Attach your Form(s) W-2.	1
	2	Taxable interest. If the total is over \$1,500, you cannot use Form 1040EZ.	2
	3	Unemployment compensation and Alaska Permanent Fund dividends.	3
	4	Add lines 1, 2, and 3. This is your adjusted gross income .	4
	5	If someone can claim you (or your spouse if a joint return) as a dependent, check the applicable box(es) below and enter the amount from the worksheet on page 2. <input type="checkbox"/> you <input type="checkbox"/> Spouse If no one can claim you (or your spouse if a joint return), enter \$9,500 if single; \$19,000 if married filing jointly.	5
Payments, Credits, and Tax	7	Federal income tax withheld from Form(s) W-2 and 1099.	7
	8a	Earned income credit (EIC).	8a
	8b	Nontaxable combat pay election.	8b
	9	Add lines 7 and 8a. These are your total payments and credits .	9
10	Tax. Use the amount on line 6 above to find your tax in the tax table in the instructions. Then, enter the tax from the table on this line.	10	
Refund <small>Have it directly deposited! See instructions and fill in 11b, 11c and 11d or Form 8888.</small>	11a	If line 9 is larger than line 10, subtract line 10 from line 9. This is your refund . If Form 8888 is attached, check here <input type="checkbox"/>	11a
	b	Routing number []	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	d	Account number []	

Amount You Owe **12** If line 10 is larger than line 9, subtract line 9 from line 10. This is the amount you owe. For details on how to pay, see instructions. **12**

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

Designee's name	Phone no.	Personal identification number (PIN)
-----------------	-----------	--------------------------------------

Sign Here
Under penalties of perjury, I declare that I have examined this return and, to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

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

Paid Preparer Use Only	Print preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN	
	RICHARD J. CARABETTA		08/03/12			
	Firm's name	Firm's EIN	Phone no.			
	R.J. CARABETTA & CO., P.C.			203-238-9500		
	35 PLEASANT STREET - 3C					
	MERIDEN, CT 06450					

Use this form if

- Your filing status is single or married filing jointly. If you are not sure about your filing status, see instructions.
- You (and your spouse if married filing jointly) were under age 65 and not blind at the end of 2011. If you were born on January 1, 1947, you are considered to be age 65 at the end of 2011.
- You do not claim any dependents. For information on dependents, see Pub. 501.
- Your taxable income (line 6) is less than \$100,000.
- You do not claim any adjustments to income. For information on adjustments to income, use TeleTax topics 451-453 and 455-458 (see instructions).

• The only tax credit you can claim is the earned income credit (EIC). The credit may give you a refund even if you do not owe any tax. You do not need a qualifying child to claim the EIC. For information on credits, use TeleTax topics 601, 602, 607, 608, 610, 611 and 612 (see instructions).

• You had only wages, salaries, tips, taxable scholarship or fellowship grants, unemployment compensation, or Alaska Permanent Fund dividends, and your taxable interest was not over \$1,500. But if you earned tips, including allocated tips, that are not included in box 5 and box 7 of your Form W-2, you may not be able to use Form 1040EZ (see instructions). If you are planning to use Form 1040EZ for a child who received Alaska Permanent Fund dividends, see instructions.

Filling in your return

If you received a scholarship or fellowship grant or tax-exempt interest income, such as on municipal bonds, see the instructions before filling in the form. Also, see the instructions if you received a Form 1099-INT showing federal income tax withheld or if federal income tax was withheld from your unemployment compensation or Alaska Permanent Fund dividends.

For tips on how to avoid common mistakes, see instructions.

Remember, you must report all wages, salaries, and tips even if you do not get a Form W-2 from your employer. You must also report all your taxable interest, including interest from banks, savings and loans, credit unions, etc., even if you do not get a Form 1099-INT.

Worksheet for Line 5 - Dependents Who Checked One or Both Boxes

Use this worksheet to figure the amount to enter on line 5 if someone can claim you (or your spouse if married filing jointly) as a dependent, even if that person chooses not to do so. To find out if someone can claim you as a dependent, see Pub. 501.

A. Amount, if any, from line 1 on page 1	_____	+	_____	Enter total ▶	A.	_____
B. Minimum standard deduction	_____				B.	_____
C. Enter the larger of line A or line B here	_____				C.	_____
D. Maximum standard deduction. If single, enter \$5,800; if married filing jointly, enter \$11,600	_____				D.	_____
E. Enter the smaller of line C or line D here. This is your standard deduction	_____				E.	_____
F. Exemption amount.					}	F.
• If single, enter -0-						
• If married filing jointly and — — both you and your spouse can be claimed as dependents, enter -0-. — only one of you can be claimed as a dependent, enter \$3,700.						
G. Add lines E and F. Enter the total here and on line 5 on page 1	_____				G.	_____

(keep a copy for your records)

- If you did not check any boxes on line 5, enter on line 5 the amount shown below that applies to you.
- Single, enter \$9,500. This is the total of your standard deduction (\$5,800) and your exemption (\$3,700).
 - Married filing jointly, enter \$19,000. This is the total of your standard deduction (\$11,600), your exemption (\$3,700), and your spouse's exemption (\$3,700).

Mailing Return

Mail your return by April 17, 2012. Mail it to the address shown on the last page of the instructions.

Qualified Education Program Distributions and Basis Calculation Worksheet

CRISTINA A CARABETTA

Coverdell ESA - Taxable Distributions and Basis

Taxable Distributions and Basis (Complete separately for each account)

1. Enter the amount contributed to this Coverdell ESA for 2011, including contributions made for 2011 from January 1, 2012 through April 15, 2012. Do not include rollovers or the return of excess contributions 1. _____
2. Enter your basis in this Coverdell ESA as of December 31, 2010 2. _____
3. Add lines 1 and 2 3. _____
4. Enter the total distributions from this Coverdell ESA during 2011. Do not include rollovers or the return of excess contributions 4. _____
5. Enter the amount of adjusted qualified education expense attributable to this Coverdell ESA 5. _____
6. Subtract line 5 from line 4 6. _____
7. Enter the total value of this Coverdell ESA as of December 31, 2011, plus any outstanding rollovers 7. _____
8. Add lines 4 and 7 8. _____
9. Divide line 3 by line 8. Enter the result as a decimal (rounded to at least 3 places). If the result is 1.000 or more, enter 1.000 9. _____
10. Multiply line 4 by line 9. This is the amount of basis allocated to your distributions, and is tax free 10. _____
Note: If line 6 is zero, skip lines 11 through 13, enter -0- on line 14, and go to line 15.
11. Subtract line 10 from line 4 11. _____
12. Divide line 5 by line 4. Enter the result as a decimal (rounded to at least 3 places). If the result is 1.000 or more, enter 1.000 12. _____
13. Multiply line 11 by line 12. This is the amount of qualified education expenses allocated to your distributions, and is tax free 13. _____
14. Subtract line 13 from line 11. This is the portion of the distributions from this Coverdell ESA in 2011 that you must include in income 14. _____
15. Subtract line 10 from line 3. This is your basis in this Coverdell ESA as of December 31, 2011 15. _____

Summary (Complete only once)

16. Taxable amount. Add together all amounts on line 14 for all your Coverdell ESAs. Enter here and include on Form 1040, line 21, or Form 1040NR, line 21, listing the type and amount of income on the dotted line 16. _____

Qualified Tuition Program Taxable Distributions

Taxable Distributions

1. Enter the total earnings from this QTP during 2011. This should be the amount from your 1099-Q, Box 2 1. _____
2. Enter the amount of adjusted qualified education expense attributable to this QTP 2. _____
3. Enter the total distributions from this QTP during 2011 3. _____
4. Divide line 2 by line 3. Enter the result as a decimal (rounded to at least 3 places). If the result is 1.000 or more, enter 1.000 4. _____
5. Multiply line 1 by line 4. These are your tax-free earnings 5. _____
6. Subtract line 5 from line 1. This is the portion of your earnings that you must include in income 6. _____

Summary

7. Taxable amount. Add together all amounts on line 6 for all your QTPs. Enter here and include on Form 1040, line 21, or Form 1040NR, line 21 7. _____

CRISTINA A CARABETTA

FORM	WAGES RECEIVED AND TAXES WITHHELD					STATEMENT	1
T S EMPLOYER'S NAME	AMOUNT PAID	FEDERAL TAX WITHHELD	STATE TAX WITHHELD	CITY SDI TAX W/H	FICA TAX	MEDICARE TAX	
T CARABETTA MANAGEMENT CO							
TOTALS							

20

Form CT-1040 - 2011, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2011 and ending:

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

CRISTINA A CARABETTA N Dec.

N Dec.

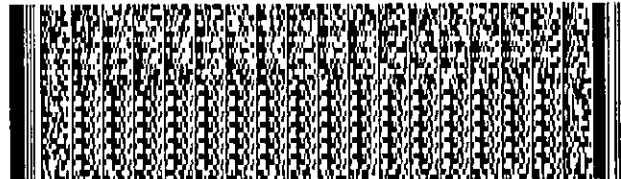
187 CANYON DRIVE Y No forms N CT-2210

N CT-8379 N CT-1040CRC

MERIDEN CT 06450 -

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
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- 3. Add Line 1 and Line 2 3.
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
- 6. Income tax 6.
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
- 9. Connecticut alternative minimum tax (from Form CT-6251) 9.
- 10. Add Line 8 and Line 9. 10.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
- 16. Total tax: Add Line 14 and Line 15. 16.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17. ■

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. ●
 18b. - ●
 18c. - ●
 18d. - ●
 18e. - ●
 18f. - ●
 18g. - ●

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.

19. All 2011 estimated tax payments and any overpayments applied from a prior year 19.

20. Payments made with Form CT-1040 EXT 20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.

21. Total payments: Add Lines 18, 19, 20, and 20a. 21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.

23. Amount of Line 22 you want applied to your 2012 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 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.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered. 28.
 Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Preparer's SSN or PTIN
		08/03/12	203 2389500
Firm's name, address, and ZIP code			FEIN
R.J. CARABETTA & CO., P.C.			
MERIDEN, CT 06450			

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)

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.
--	-----

Col. A

Col. B

52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Schedule 3 - Property Tax Credit

<i>Qualifying Property</i>	<i>Primary Residence</i>	<i>Auto 1</i>	<i>Auto 2</i>
Name of Connecticut Tax Town or District •	•	•	•
Description of Property •	•	•	•
Date(s) Paid •	•	•	•
Amount Paid	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. •
65. Lesser of Line 63 or Line 64.			65. •
66. Property tax credit limitation decimal amount; If zero, the amount from Line 65 is entered on Line 68.			66. •
67. Line 65 multiplied by Line 66.			67. •
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69d. Use tax at 6% (from Connecticut Individual Use Tax Worksheet, Section D, Column 7)	69d.
69. Individual use tax: Add Lines 69a, 69b, 69c, and 69d.	69. •

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70. •

Form CT-1040

Checklist for filing your Connecticut income tax return:

1. Do not send this sheet with your return. Be sure that Page 1 of your return is not printed on the back of this sheet.
2. Verify that the address lines on the return are correct and proper abbreviations are used.
3. If the Employer or Payer's Federal ID # is not listed on Page 2, Lines 18a through 18g, Column A, **all** withholding claimed will be disallowed and your return will not be successfully processed.
4. Do not attempt to remove or modify the solid boxes that print out on your return. Altering target marks may affect the processing of your return.
5. Do not send "Draft" or "Unapproved" versions of your return. This will delay or stop the processing of your return.
6. Do not make manual (hand written or typed) corrections to your return; this is a machine readable return. Changes may only be made by reentering information in your software and re-printing the return.
7. Do not use this return to change or amend previously filed returns. You must use Form CT-1040X to change or amend a previously filed Connecticut income tax return. (File Form CT-1040X electronically at www.ct.gov/TSC using the Taxpayer Service Center.)
8. Do not attach or send copies of forms W-2 or 1099.
9. Send **all** completed pages of CT-1040 and Schedule CT-EITC. Send **all** four pages of your completed return, both pages of your completed CT EITC schedule, and any other supporting schedules.
10. Make check payable to: Commissioner of Revenue Services
11. To ensure proper posting, write your SSN(s) (optional) and "2011 Form CT-1040" on your check.
12. To mail your return, use the following addresses:
For all tax returns with payment:
Department of Revenue Services
PO Box 2935
Hartford CT 06104-2935

For refunds and tax returns without payment:
Department of Revenue Services
PO Box 5002
Hartford CT 06102-5002
13. Verify that all fields print completely and any preparer information is filled out and legible before filing this return. If you find any errors, do not make manual changes. Re-enter information in your software and re-print the return.

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.
--	-----

Col. A

Col. B

52. Qualifying jurisdiction's name and two-letter code	52.
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.

Schedule 3 - Property Tax Credit

<i>Qualifying Property</i>	<i>Primary Residence</i>	<i>Auto 1</i>	<i>Auto 2</i>
Name of Connecticut Tax Town or District ●	●	●	●
Description of Property ●	●	●	●
Date(s) Paid ●	●	●	●
Amount Paid <input type="checkbox"/> 60.	61.	62.	
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. ●
65. Lesser of Line 63 or Line 64.			65. ●
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. ●
67. Line 65 multiplied by Line 66.			67. ●
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. ●

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70. ●

Taxpayer email

Form CT-1040

Do not send this sheet with your return.

Checklist for filing your Connecticut income tax return:

1. Be sure that Page 1 of your return is not printed on the back of this sheet.
2. Verify that the address lines on the return are correct and proper abbreviations are used.
3. If the Employer or Payer's Federal ID # is not listed on Page 2, Lines 18a through 18g, Column A, **all** withholding claimed will be disallowed and your return will not be successfully processed.
4. Do not attempt to remove or modify the solid boxes that print out on your return. Altering target marks may affect the processing of your return.
5. Do not send "Draft" or "Unapproved" versions of your return. This will delay or stop the processing of your return.
6. Do not make manual (hand written or typed) corrections to your return; this is a machine readable return. Changes may only be made by reentering information in your software and re-printing the return.
7. Do not use this return to change or amend previously filed returns. You must use Form CT-1040X to change or amend a previously filed Connecticut income tax return. (File Form CT-1040X electronically at www.ct.gov/TSC using the Taxpayer Service Center.)
8. Do not attach or send copies of forms W-2 or 1099.
9. Send **all** completed pages of CT-1040 and Schedule CT-EITC. Send **all** four pages of your completed return, both pages of your completed CT EITC schedule, and any other supporting schedules.
10. Make check payable to: Commissioner of Revenue Services
11. To ensure proper posting, write your SSN(s) (optional) and "2012 Form CT-1040" on your check.
12. To mail your return, use the following addresses:
For all tax returns with payment:
Department of Revenue Services
PO Box 2935
Hartford CT 06104-2935

For refunds and tax returns without payment:
Department of Revenue Services
PO Box 5002
Hartford CT 06102-5002
13. Verify that all fields print completely and any preparer information is filled out and legible before filing this return. If you find any errors, do not make manual changes. Re-enter information in your software and re-print the return.
14. If you wish to directly deposit a refund into a checking or savings bank account, confirm that Lines 25a through 25d have been completed. You **MUST** enter bank information on both the federal and Connecticut returns for each to be correctly deposited.

Do not send this sheet with your return.

Passive Activity Loss Limitations

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8582 and its instructions is available at www.irs.gov/form8582

Name(s) shown on return

Identifying number

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I 2013 Passive Activity Loss Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		1d
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c			

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		2c
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b			

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a		3d
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b		
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c			

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4	5	
6	Enter \$150,000. If married filing separately, see instructions	6	
7	Enter modified adjusted gross income, but not less than zero (see instructions); Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.	7	
8	Subtract line 7 from line 6	8	
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions	9	
10	Enter the smaller of line 5 or line 9; If line 2c is a loss, go to Part III. Otherwise, go to line 15.	10	

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2013. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return	16	

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
Total				

Alternative Minimum Tax
Passive Activity Loss Limitations

See separate instructions.

Attach to Form 1040 or Form 1041.

Information about Form 8582 and its instructions is available at www.irs.gov/form8582

Name(s) shown on return: **JOSEPH CARABETTA Jr & ANNA B. CARABETTA**
Identifying number: _____

Part I 2013 Passive Activity Loss Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))		1d
1b	Activities with net loss (enter the amount from Worksheet 1, column (b))		
1c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))		
d Combine lines 1a, 1b, and 1c			
Commercial Revitalization Deductions From Rental Real Estate Activities			
2a	Commercial revitalization deductions from Worksheet 2, column (a)		2c
2b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)		
c Add lines 2a and 2b			
All Other Passive Activities			
3a	Activities with net income (enter the amount from Worksheet 3, column (a))		3d
3b	Activities with net loss (enter the amount from Worksheet 3, column (b))		
3c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))		
d Combine lines 3a, 3b, and 3c			
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4		5
6	Enter \$150,000. If married filing separately, see instructions		9
7	Enter modified adjusted gross income, but not less than zero (see instructions) Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.		
8	Subtract line 7 from line 6		
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions		10
10	Enter the smaller of line 5 or line 9 If line 2c is a loss, go to Part III. Otherwise, go to line 15.		

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions		11
12	Enter the loss from line 4		12
13	Reduce line 12 by the amount on line 10		13
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13		14

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total		15
16	Total losses allowed from all passive activities for 2013. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return		16

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
Total				

SCHEDULE E- 3
Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return: _____ Business or activity to which this form relates: _____ Identifying number: _____

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation	3	
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13 Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2013	17	
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>	

Section B - Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property					S/L	
h Residential rental property	/			MM	S/L	
	/			MM	S/L	
i Nonresidential real property	/			MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year					S/L	
c 40-year	/				MM	S/L

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)
 Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? Yes No 24b If "Yes," is the evidence written? Yes No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year:					
43 Amortization of costs that began before your 2013 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

1. Is the amount on Form 1040, line 38, more than the amount shown on line 4 below for your filing status?
 No. Stop. Multiply \$3,900 by the total number of exemptions claimed on Form 1040, line 6d, and enter the result on line 42.
 Yes. Continue
2. Multiply \$3,900 by the total number of exemptions claimed on Form 1040, line 6d
3. Enter the amount from Form 1040, line 38
4. Enter the amount for your filing status

Single	\$250,000
Married filing jointly or widow(er)	\$300,000
Married filing separately	\$150,000
Head of household	\$275,000
5. Subtract line 4 from line 3. If the result is more than \$122,500 (\$61,250 if married filing separately), STOP. Enter -0- on line 42.
6. Divide line 5 by \$2,500 (\$1,250 if married filing separately). If the result is not a whole number, increase it to the next higher whole number (for example, increase 0.0004 to 1).
7. Multiply line 6 by 2% (.02) and enter the result as a decimal
8. Multiply line 2 by line 7
9. Subtract line 8 from line 2. Total to Form 1040, line 42.

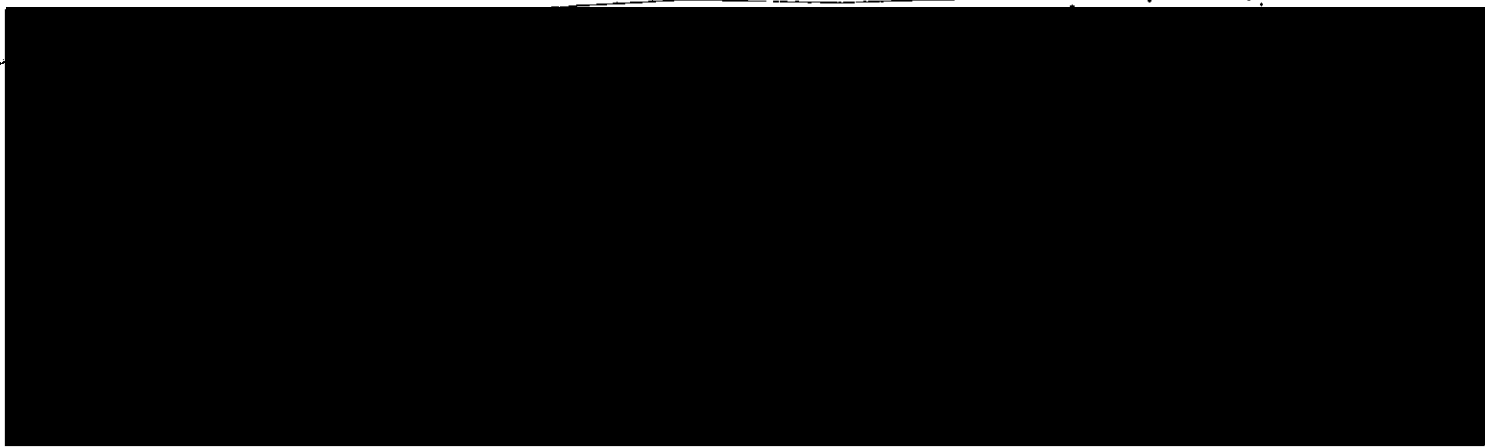
	Taxpayer	Spouse
1. Add all social security tax withheld but not more than \$7,049.40 for each employer (this tax should be shown in Box 4 of your W-2 forms). Enter the total here		
2. Enter any uncollected social security tax on tips or group-term life insurance included in the total on Form 1040, line 60		
3. Add lines 1 and 2		
4. Social security tax limit		
5. Subtract line 4 from line 3. Excess social security tax included in Form 1040, line 69.		

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Schedule A

State and Local Income Taxes

Statement 17



Schedule A	Itemized Deductions Worksheet	Statement 18
------------	-------------------------------	--------------

1. Enter the total of the amounts from Schedule A, lines 4, 9, 15, 19, 20, 27, and 28
2. Enter the total of the amounts from Schedule A, lines 4, 14, and 20, plus any gambling and casualty or theft losses included on line 28.
3. Is the amount on line 2 less than the amount on line 1?
If no, your deduction is not limited. Enter the amount from line 1 above on Schedule A, line 29.
If yes, subtract line 2 from line 1
4. Multiply line 3 by 80% (.80).
5. Enter the amount from Form 1040, line 38.
6. Enter \$300,000 if married filing jointly or qualifying widow(er); \$275,000 if head of household; \$250,000 if single; or \$150,000 if married filing separately
7. Is the amount on line 6 less than the amount on line 5?
If no, your deduction is not limited. Enter the amount from line 1 above on Schedule A, line 29.
If yes, subtract line 6 from line 5
8. Multiply line 7 by 3% (.03)
9. Enter the smaller of line 4 or line 8
10. Total itemized deductions. Subtract line 9 from line 1.
Enter the result here and on Schedule A, line 29

Schedule C	Other Costs of Goods Sold	Statement 19
------------	---------------------------	--------------

Description	Amount
INSTRUCTORS	

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Schedule E Other Expenses Statement 20

Description	Amount

Schedule E Other Expenses Statement 21

Description	Amount

Schedule E Other Expenses Statement 22

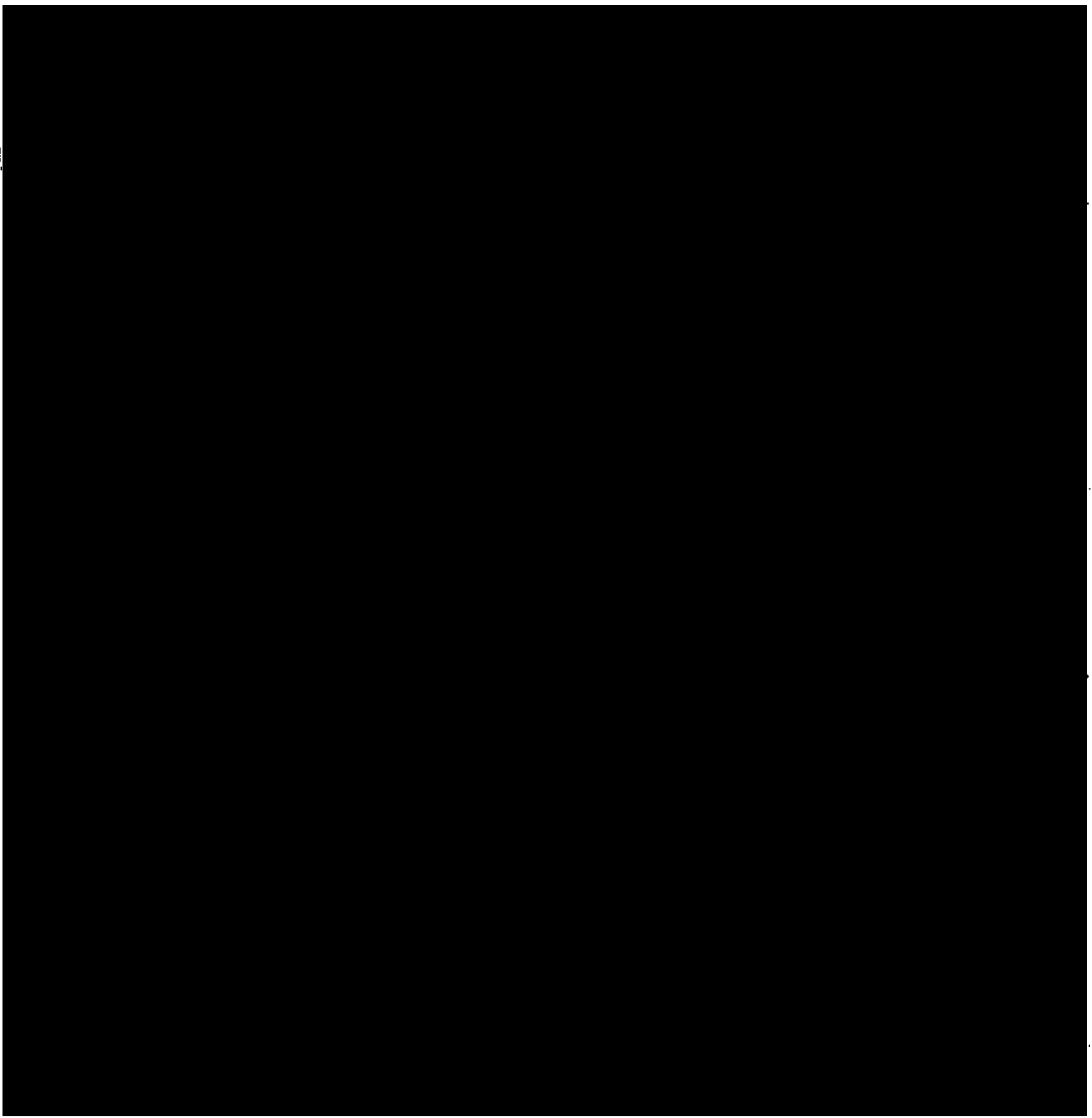
RESIDENTIAL RENTAL-ESTATE PROPERTIES MGMNT LLC - CONDO UNIT 21 TERRACE GARDE

Description	Amount

JOSEPH CARABETTA JR & ANNA B. CARABETTA

Schedule E Income or (Loss) from Partnerships and S Corps Statement 23

Name



CARABJJ

CARABETTA, JOSEPH

CARABJJJ

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

T

Schedule SE	Non-Farm Income	Statement 24
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<u>Description</u>	<u>Amount</u>

Schedule SE	Non-Farm Income	Statement 25
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<u>Description</u>	<u>Amount</u>

Form 6198 Allocation of Allowable Losses Statement 26

Description	Loss	Percent of Loss	Allocation of At-Risk	Allowable Loss	Disallowed Loss
Totals					

Form 6198 Allocation of Allowable Losses Statement 27

Description	Loss	Percent of Loss	Allocation of At-Risk	Allowable Loss	Disallowed Loss
S					
Totals					

Form 6198 Allocation of Allowable Losses Statement 28

Description	Loss	Percent of Loss	Allocation of At-Risk	Allowable Loss	Disallowed Loss
Totals					

Form 6198

Allocation of Allowable Losses

Statement 29

CMC NEW LONDON LLC

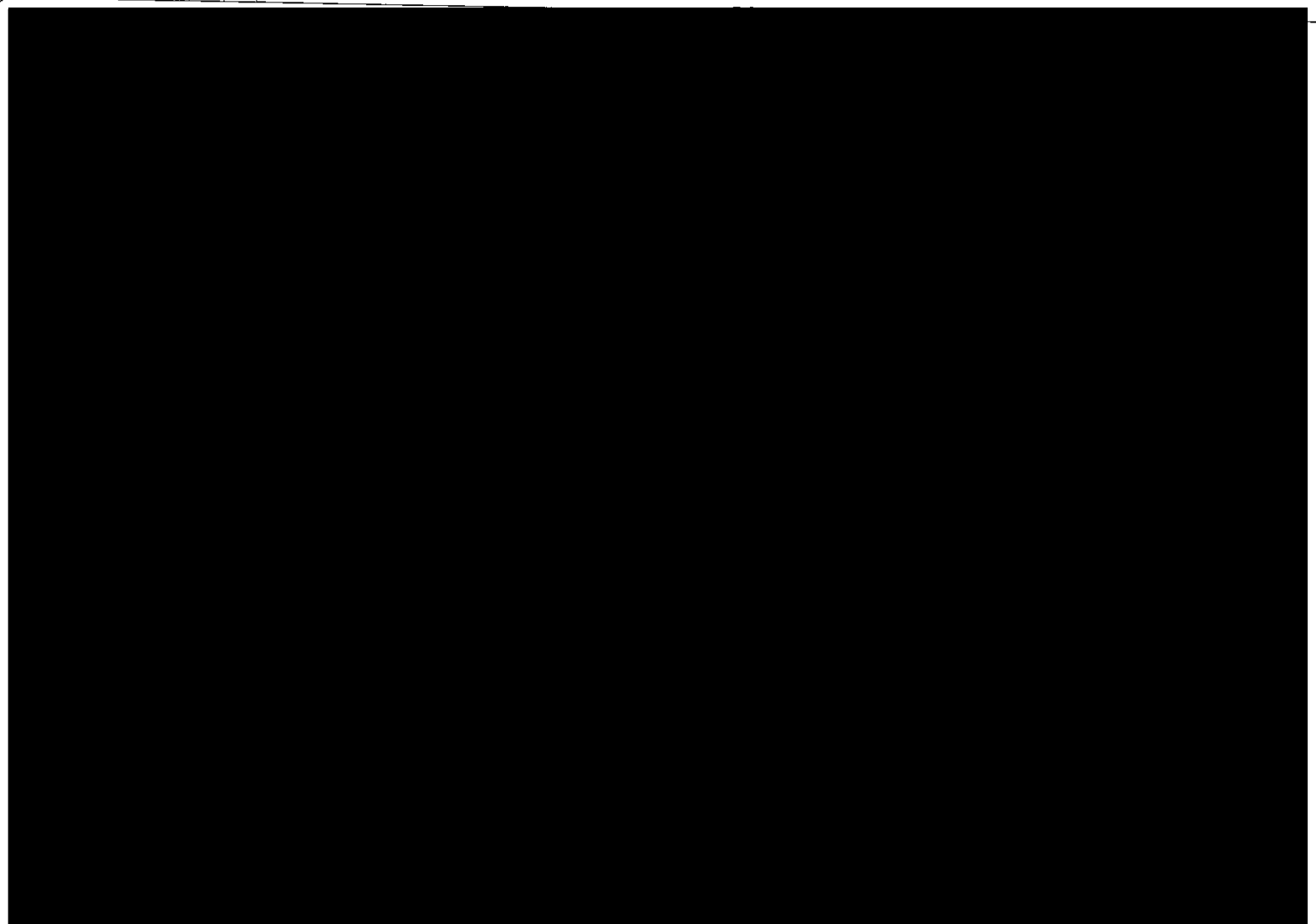
Description	Loss	Percent of Loss	Allocation of At-Risk	Allowable Loss	Disallowed Loss
Totals					

Form 6251

Passive Activities

Statement 30

Name of Activity	Form	Net Income (Loss)		Adjustment
		AMT	Regular	



JOSEPH CARABETTA Jr & ANNA B. CARABETTA

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) CARABETTA, JOSEPH

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JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Form 6251 Exemption Worksheet Statement 31

- 1 Enter: \$51,900 if single or head of household; \$80,800 if married filing jointly or qualifying widow(er); \$40,400 if married filing separately.
- 2 Enter your alternative minimum taxable income (AMTI) Form 6251, line 28
- 3 Enter: \$115,400 if single or head of household; \$153,900 if married filing jointly or qualifying widow(er); \$76,950 if married filing separately
- 4 Subtract line 3 from line 2. If zero or less enter -0-
- 5 Multiply line 4 by 25% (.25).
- 6 Subtract line 5 from line 1. If zero or less, enter -0-. If any of the three conditions under Certain Children Under Age 24 apply to you, complete lines 7 through 10. Otherwise, stop here and enter this amount on Form 6251, line 29, and go to Form 6251, line 30
- 7 Minimum exemption amount for certain children under age 24. .
- 8 Enter your earned income, if any.
- 9 Add lines 7 and 8
- 10 Enter the smaller of line 6 or line 9 here and on Form 6251, line 29, and go to Form 6251, line 30

Form 8582 Active Rental of Real Estate - Worksheet 1 Statement 32

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Totals

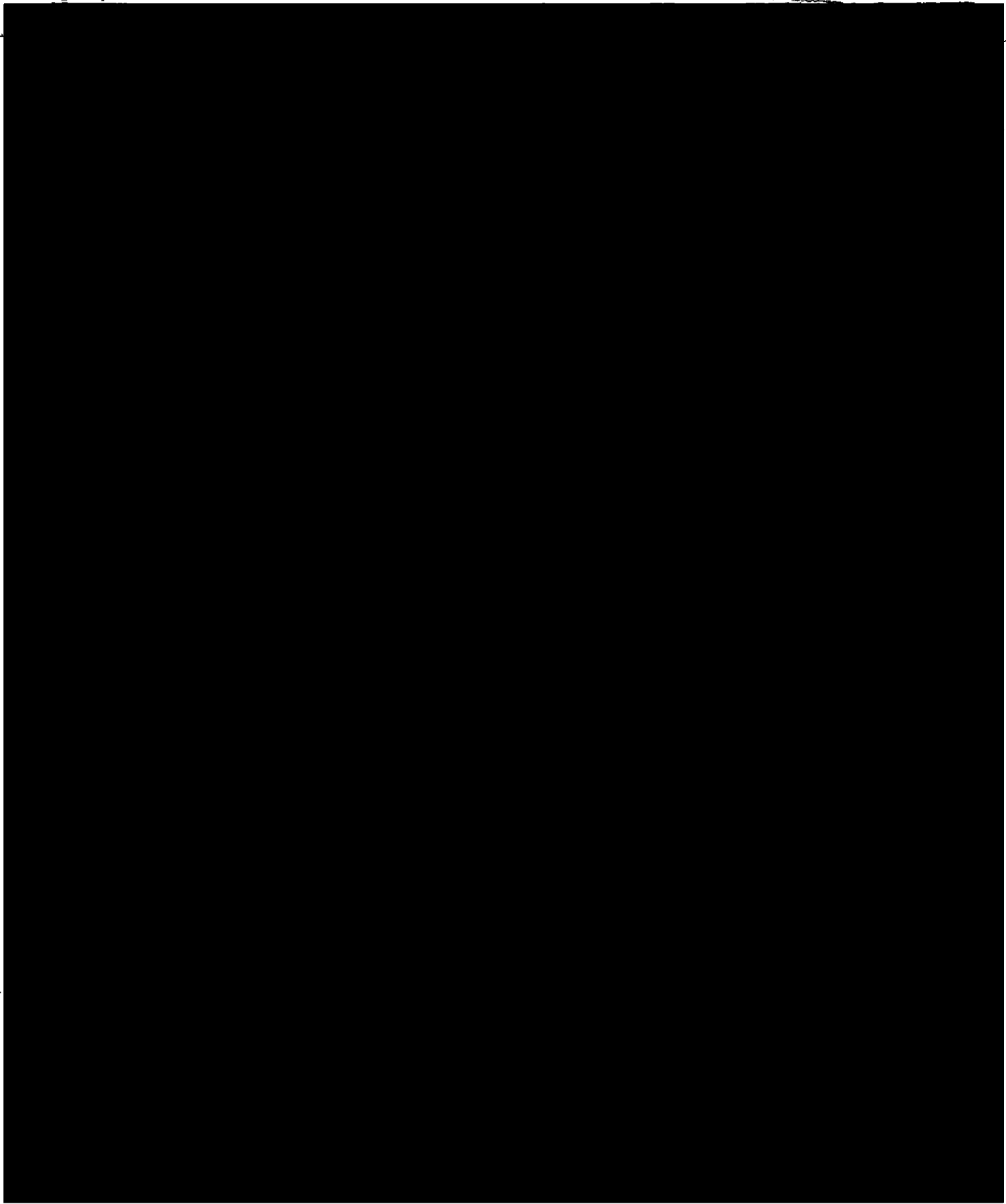
Form 8582 Other Passive Activities - Worksheet 3 Statement 33

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss

Summary of Passive Activities Statement 34

A Name	or Schedule	Gain/Loss	Prior Year C/O	Net Gain/Loss	Unallowed Loss	Allowed Loss
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JOSEPH CARABETTA Jr & ANNA B. CARABETTA



CARABJJ

CARABETTA, JOSEPH

CARABJJ1

For the year Jan. 1-Dec. 31, 2012, or other tax year beginning .2012, ending .20 See separate instructions.

Your first name and initial **JOSEPH** Last name **CARABETTA JR.** Your social security number

If a joint return, spouse's first name and initial **ANNA B** Last name **CARABETTA** Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. **187 CANYON DRIVE** 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. **MERIDEN, CT 06450**

Foreign country name Foreign province/state/county Foreign postal code You Spouse

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

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse **Boxes checked on 6a and 6b** **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, qualifying for child tax credit **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**

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13 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 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 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 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22

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 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 37 Subtract line 36 from line 22. This is your adjusted gross income 37

Tax and Credits

Standard Deduction for - People who check any box on line 39a or 39b or who can be claimed as a dependent.

All others: Single or Married filing separately, \$5,950 Married filing jointly or Qualifying widow(er), \$11,900 Head of household, \$8,700

38 Amount from line 37 (adjusted gross income) 38
39a Check if: You were born before January 2, 1948, Blind. Total boxes checked 39a
if: Spouse was born before January 2, 1948, Blind. 39b
b If your spouse itemizes on a separate return or you were a dual-status alien, check here
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40
41 Subtract line 40 from line 38 41
42 Exemptions. Multiply \$3,800 by the number on line 6d 42
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43
44 Tax. Check if any from: a Form(s) 8814 b Form 4972 c 962 election 44
45 Alternative minimum tax. Attach Form 6251 45
46 Add lines 44 and 45 46
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

Other Taxes

56 Self-employment tax. Attach Schedule SE 56
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

Payments

If you have a qualifying child, attach Schedule EIC.

62 Federal income tax withheld from Forms W-2 and 1099 62
63 2012 estimated tax payments and amount applied from 2011 return 63
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 Stmt 8 69
70 Credit for federal tax on fuels. Attach Form 4136 70
71 Credits from Form: a 2439 b Reserved c)1 d 8885 71
72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments 72

Refund

Direct deposit? See instructions

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid 73
74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a
b Routing number Type Checking Savings Account number
75 Amount of line 73 you want applied to your 2013 estimated tax 75

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)? Complete below. No
Designee's name KURT J DENEGRIS Phone no 203-238-9500 Personal identification number (PIN)

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.
Your signature Date Your occupation Daytime phone number
Spouse's signature, if a joint return both must sign. Date Spouse's occupation If the IRS sent you an Identity Protection PIN enter it here

Paid Preparer Use Only
Print/Type preparer's name Preparer's signature Date Check self-employed if PTIN
Richard J. Carabetta 09/20/13
Firm's name R.J. CARABETTA & CO., P.C. Firm's EIN
35 PLEASANT STREET - 3C Phone no 203-238-9500
Firm's address MERIDEN, CT 06450

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on Form 1040

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040.

OMB No. 1545-0074

2012
Attachment
Sequence No. 07

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38	2		
	3	Multiply line 2 by 7.5% (.075)	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4		
Taxes You Paid	5 State and local (check only one box):		5		
	a	<input type="checkbox"/> Income taxes, or			
	b	<input type="checkbox"/> General sales taxes			
	6	Real estate taxes (see instructions)	6		
	7	Personal property taxes	7		
	8	Other taxes. List type and amount	8		
	9 Add lines 5 through 8		9		
	Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	
		11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	11	
Note. Your mortgage interest deduction may be limited (see instructions).					
12		Points not reported to you on Form 1098. See instructions for special rules	12		
13		Mortgage insurance premiums (see instructions)	13		
14		Investment interest. Attach Form 4952 if required. (See instructions.)	14		
15	Add lines 10 through 14	15			
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16		
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18	19		
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20		
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38	25		
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27		
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount	28		
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40	29		
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040.

Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012
Attachment
Sequence No. 08

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

**Part I
Interest**

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's name.

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

E
I

Amount

1

- 2 Add the amounts on line 1
- 3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
- 4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

2

3

4

Note. If line 4 is over \$1,500, you must complete Part III.

**Part II
Ordinary
Dividends**

5 List name of payer

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

Amount

5

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

6

Note. If line 6 is over \$1,500, you must complete Part III.

**Part III
Foreign
Accounts
and
Trusts**

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

Yes No

7a At any time during 2012, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions. If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements

b If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located

8 During 2012, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions

227501
09-25-12

LHA For Paperwork Reduction Act Notice, see separate instructions.

Schedule B (Form 1040A or 1040) 2012

CARABJJ

CARABETTA JR., JOSEPH

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**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. 1545-0072

2012

Attachment
Sequence No. 09

Name of proprietor

Social security number (SSN)

JOSEPH CARABETTA JR.

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions

COIN OPERATED WASHER/DRYERS

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN) (see instr.)

C & C VENDING LLC

E Business address (including suite or room no.)
City, town or post office, state, and ZIP code

F Accounting method: _____ her (specify) ▶ _____

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses _____

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) _____

J If "Yes," did you or will you file 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	<input type="checkbox"/>	1
2	Returns and allowances (see instructions)		2
3	Subtract line 2 from line 1		3
4	Cost of goods sold (from line 42)		4
5	Gross profit. Subtract line 4 from line 3		5
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

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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
			b	Reserved for future use	27b

28 Total expenses before expenses for business use of home. Add lines 8 through 27a

29 Tentative profit or (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere

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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.
- If a loss, you must go to line 32.

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 checked the box on line 1, see the line 31 instructions). 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.

LHA For Paperwork Reduction Act Notice, see separate instructions.

Schedule C (Form 1040) 2012

**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. 1545-0047

2012

Attachment
Sequence No. **09**

Name of proprietor

Social security number (SSN)

JOSEPH CARABETTA JR.

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions

FARM

C Business name. If no separate business name, leave blank.

CARABETTA FARM LLC

E Business address (including suite or room no.)
City, town or post office, state, and ZIP code

F Accounting method: _____ (specify) ▶

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses

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)

J If "Yes," did you or will you file 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	<input type="checkbox"/>	1	
2	Returns and allowances (see instructions)		2	
3	Subtract line 2 from line 1		3	
4	Cost of goods sold (from line 42)		4	
5	Gross profit. Subtract line 4 from line 3		5	
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	

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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
28	Total expenses before expenses for business use of home. Add lines 8 through 27a		26	Wages (less employment credits)	26
29	Tentative profit or (loss). Subtract line 28 from line 7		27 a	Other expenses (from line 48)	27a
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere		b	Reserved for future use	27b
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.		28		28
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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.		29		29
			30		30
			31		31
			32a	<input type="checkbox"/> All investment is at risk.	
			32b	<input type="checkbox"/> Some investment is not at risk.	

LHA For Paperwork Reduction Act Notice, see separate instructions.

Schedule C (Form 1040) 2012

**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. 1545-0044

2012

Attachment
Sequence No. 09

Name of proprietor ANNA B CARABETTA		Social security number (SSN)
A Principal business or profession, including product or service (see instructions) ZUMBA INSTRUCTOR		B Enter code from instructions
C Business name. If no separate business name, leave blank. STAR STUDIO LLC		D Employer ID number (EIN), (see instr.)
E Business address (including suite or room no.) ▶ City, town or post office, state, and ZIP code		
F Accounting method:		
G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses		
H If you started or acquired this business during 2012, check here <input type="checkbox"/>		
I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions)		
J If "Yes," did you or will you file required Forms 1099?		

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 <input type="checkbox"/>	1
2 Returns and allowances (see instructions)	2
3 Subtract line 2 from line 1	3
4 Cost of goods sold (from line 42)	4
5 Gross profit. Subtract line 4 from line 3	5
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

Part II Expenses		Enter expenses for business use of your home only on line 30.	
8 Advertising	8	18 Office expense	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
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	26 Wages (less employment credits)	26
29 Tentative profit or (loss). Subtract line 28 from line 7	29	27 a Other expenses (from line 48)	27a
30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	b Reserved for future use	27b
31 Net profit or (loss). Subtract line 30 from line 29. <ul style="list-style-type: none"> • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32. 	31		
32 If you have a loss, check the box that describes your investment in this activity (see instructions). <ul style="list-style-type: none"> • 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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited. 		32a <input type="checkbox"/> All investment is at risk.	
		32b <input type="checkbox"/> Some investment is not at risk.	

LHA For Paperwork Reduction Act Notice, see separate instructions.

Schedule C (Form 1040) 2012

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment
Sequence No. **13**

Name(s) shown on return

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) Yes No
 B If "Yes," did you or will you file all required Forms 1099? Yes No

B	C	Fair Rental Days	Personal Use Days	QJV

Type of Property:

- 1 Single Family Residence
- 2 Multi-Family Residence
- 3 Vacation/Short-Term Rental
- 4 Commercial
- 5 Land
- 6 Royalties
- 7 Self-Rental
- 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3			
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21			
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c			
d Total of all amounts reported on line 18 for all properties	23d			
e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

LHA For Paperwork Reduction Act Notice, see instructions.

Schedule E (Form 1040) 2012

221491
12-28-12

7 CARABJJ

ARABETTA JR., JOSEPH

CARABJJ1

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/form1040

OMB No. 1545-0074

2012

Attachment
Sequence No. **13**

Name(s) shown on return

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2 line 40.

A Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) Yes No
B If "Yes," did you or will you file all required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)

A _____
B _____
C _____

1b Type of Property (from line 1 below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
		A	B	C
A				
B				
C				

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3			
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21			
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c			
d Total of all amounts reported on line 18 for all properties	23d			
e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

LHA For Paperwork Reduction Act Notice, see instructions.

Schedule E (Form 1040) 2012

221491
12-28-12

CARABJJ

ARABETTA JR., JOSEPH

CARABJJ1

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

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 column (e) on line 28 and attach Form 6198. See instructions.

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? Yes No
If you answered "Yes," see instructions before completing this section.

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					
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				
b Totals				
30 Add columns (g) and (j) of line 29a				30
31 Add columns (f), (h), and (i) of line 29b				31
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

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	JOSEPH CARABETTA IREV TRUST	
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 instructions)	(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, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18	41	
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), box 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), 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	

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

Information about Schedule SE and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2012

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

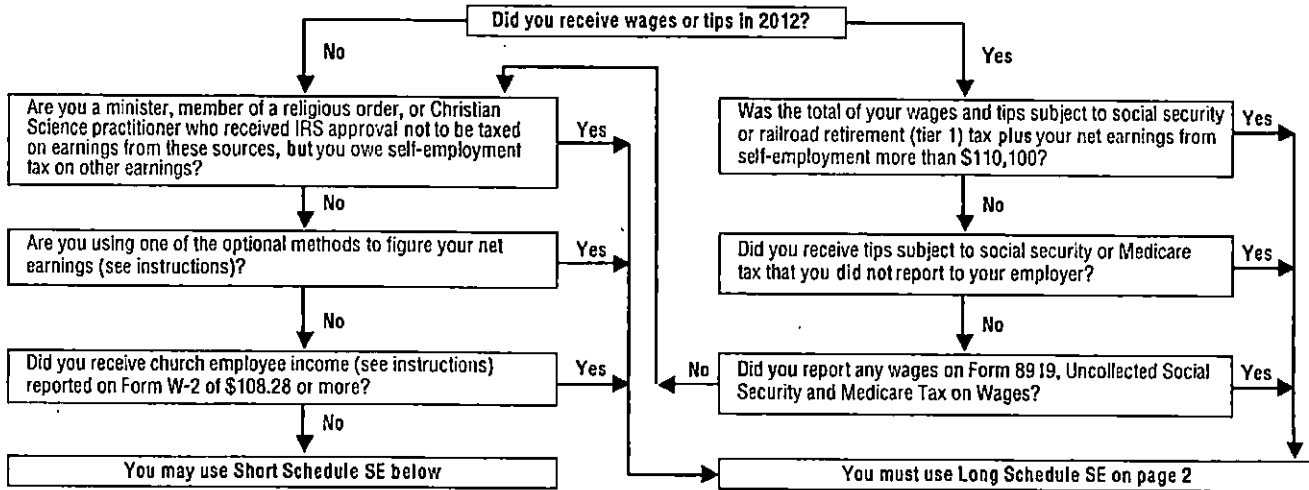
Social security number of
person with self-employment
income

ANNA B CARABETTA

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	17
3 Combine lines 1a, 1b, and 2	3	
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b	4	
Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5 Self-employment tax. If the amount on line 4 is: • \$110,100 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$110,100, multiply line 4 by 2.9% (.029). Then, add \$11,450.40 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	
6 Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • \$14,643.30 or less, multiply line 5 by 57.51% (.5751) • More than \$14,643.30, multiply line 5 by 50% (.50) and add \$1,100 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2012

Name of person with self-employment income (as shown on Form 1040)

Social security number of person with self-employment income

JOSEPH CARABETTA JR.

Section B - Long Schedule SE

Part I Self-Employment Tax

Note. If your only income subject to self-employment tax is church employee income, see instructions. Also see instructions for the definition of church employee income.

A If you are a minister, member of a religious order, or Christian Science practitioner and you filed Form 4361, but you had \$400 or more of other-net earnings from self-employment, check here and continue with Part I

Form with lines 1a through 13. Includes instructions for each line and a table with line numbers and descriptions. Line 13 result is 13.

Part II Optional Methods To Figure Net Earnings (see instructions)

Form with lines 14 through 17. Includes instructions for Farm and Nonfarm Optional Methods.

1 From Sch. F, line 9, and Sch. K-1 (Form 1065), box 14, code B.
2 From Sch. F, line 34, and Sch. K-1 (Form 1065), box 14, code A - minus the amount you would have entered on line 1b had you not used the optional method.

3 From Sch. C, line 31; Sch. C-EZ, line 3; Sch. K-1 (Form 1065), box 14, code A; and Sch. K-1 (Form 1065-B), box 9, code J1.
4 From Sch. C, line 7; Sch. C-EZ, line 1; Sch. K-1 (Form 1065), box 14, code C; and Sch. K-1 (Form 1065-B), box 9, code J2.

Alternative Minimum Tax - Individuals

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Form 6251 and its separate instructions is at www.irs.gov/form6251.
▶ Attach to Form 1040 or Form 1040NR.

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2
3	Taxes from Schedule A (Form 1040), line 9	3
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5
6	Skip this line. It is reserved for future use	6
7	Tax refund from Form 1040, line 10 or line 21	7
8	Investment interest expense (difference between regular tax and AMT)	8
9	Depletion (difference between regular tax and AMT)	9
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10
11	Alternative tax net operating loss deduction	11
12	Interest from specified private activity bonds exempt from the regular tax	12
13	Qualified small business stock (7% of gain excluded under section 1202)	13
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16
17	Disposition of property (difference between AMT and regular tax gain or loss)	17
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18
19	Passive activities (difference between AMT and regular tax income or loss)	19
20	Loss limitations (difference between AMT and regular tax income or loss)	20
21	Circulation costs (difference between regular tax and AMT)	21
22	Long-term contracts (difference between AMT and regular tax income)	22
23	Mining costs (difference between regular tax and AMT)	23
24	Research and experimental costs (difference between regular tax and AMT)	24
25	Income from certain installment sales before January 1, 1987	25
26	Intangible drilling costs preference	26
27	Other adjustments, including income-based related adjustments	27
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately, see instructions.)	28

Part II Alternative Minimum Tax (AMT)

29	Exemption. See instructions	29
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30
31	<ul style="list-style-type: none"> • If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 54 here. • All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result. 	31
32	Alternative minimum tax foreign tax credit (see instructions)	32
33	Tentative minimum tax. Subtract line 32 from line 31	33
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Sch J	34
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Form 6251 (2012)

Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for line 31	36
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39
40	Enter the smaller of line 36 or line 39	40
41	Subtract line 40 from line 36	41
42	If line 41 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result	42
43	Enter: <ul style="list-style-type: none"> • \$70,700 if married filing jointly or qualifying widow(er), • \$35,350 if single or married filing separately, or • \$47,350 if head of household. 	43
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44
45	Subtract line 44 from line 43. If zero or less, enter -0-	45
46	Enter the smaller of line 36 or line 37	46
47	Enter the smaller of line 45 or line 46	47
48	Subtract line 47 from line 46	48
49	Multiply line 48 by 15% (.15) If line 38 is zero or blank, skip lines 50 and 51 and go to line 52. Otherwise, go to line 50.	49
50	Subtract line 46 from line 40	50
51	Multiply line 50 by 25% (.25)	51
52	Add lines 42, 49, and 51	52
53	If line 36 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result	53
54	Enter the smaller of line 52 or line 53 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31	54

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s) JOSEPH CARABETTA JR. & ANNA B CARABETTA	Social Security Number
---	------------------------

Form Name	Description	Income	Adjustment				
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s) JOSEPH CARABETTA JR. & ANNA B CARABETTA	Social Security Number
---	------------------------

Form Name	Description	Income	Adjustment				
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s)

Social Security Number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

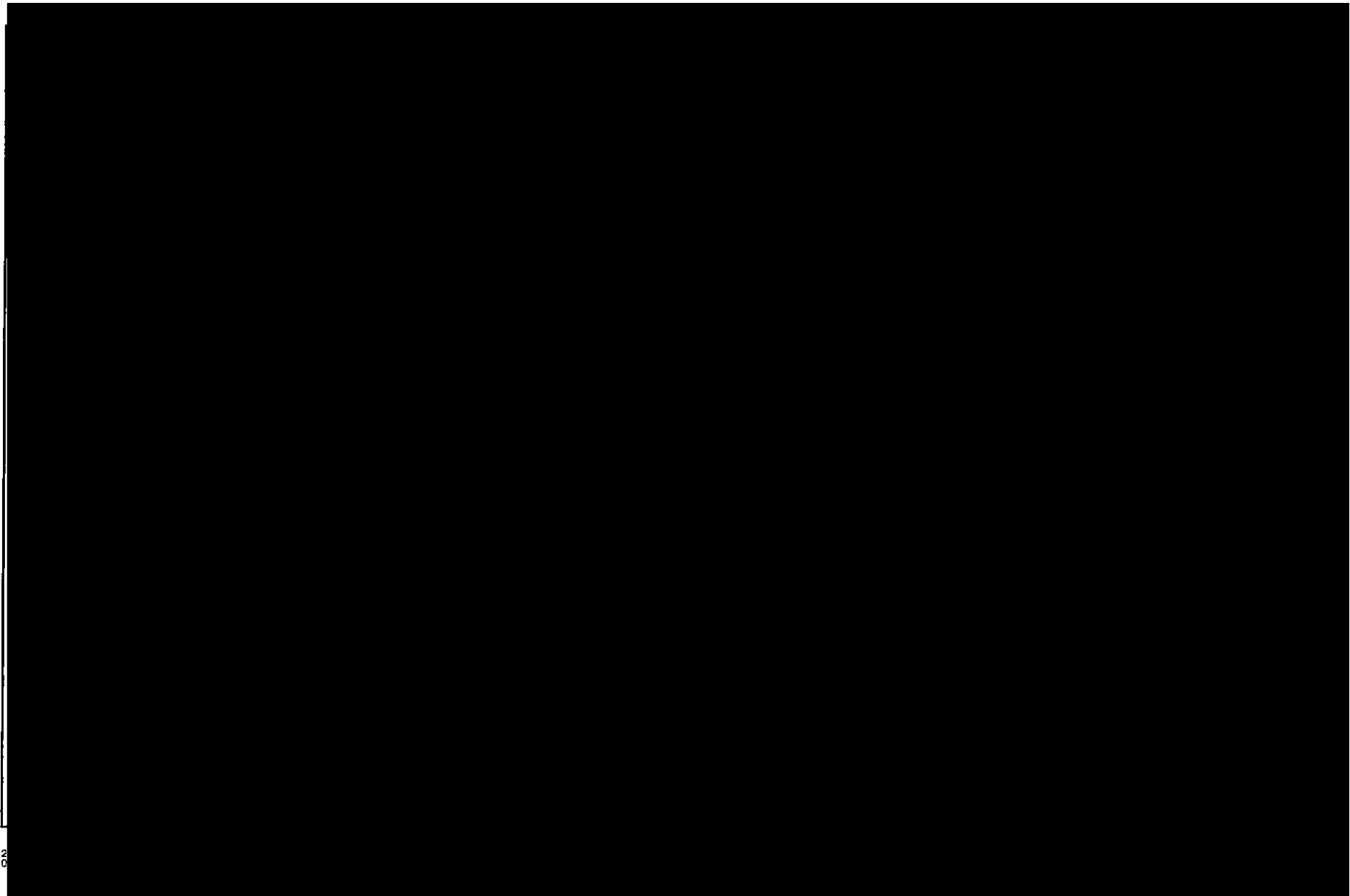
Form Name	Description	Income	Adjustment					
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment	

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s) JOSEPH CARABETTA JR. & ANNA B CARABETTA	Social Security Number
---	------------------------

Form Name	Description	Income	Adjustment					
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment	

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT



CM

**Credit for Prior Year Minimum Tax -
Individuals, Estates, and Trusts**

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Form 8801 and its separate instructions is at www.irs.gov/form8801.
▶ Attach to Form 1040, 1040NR, or 1041.

Attachment
Sequence No. 74

Name(s) shown on return

Identifying number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I Net Minimum Tax on Exclusion Items

1	Combine lines 1 and 10 of your 2011 Form 6251. Estates and trusts, see instructions	1
2	Enter adjustments and preferences treated as exclusion items (see instructions)	2
3	Minimum tax credit net operating loss deduction (see instructions)	3
4	Combine lines 1, 2, and 3. If zero or less, enter -0- here and on line 15 and go to Part II. If more than \$223,900 and you were married filing separately for 2011, see instructions	4
5	Enter: \$74,450 if married filing jointly or qualifying widow(er) for 2011; \$48,450 if single or head of household for 2011; or \$37,225 if married filing separately for 2011. Estates and trusts, enter \$22,500	5
6	Enter: \$150,000 if married filing jointly or qualifying widow(er) for 2011; \$112,500 if single or head of household for 2011; or \$75,000 if married filing separately for 2011. Estates and trusts, enter \$75,000	6
7	Subtract line 6 from line 4. If zero or less, enter -0- here and on line 8 and go to line 9	7
8	Multiply line 7 by 25% (.25)	8
9	Subtract line 8 from line 5. If zero or less, enter -0-. If under age 24 at the end of 2011, see instructions	9
10	Subtract line 9 from line 4. If zero or less, enter -0- here and on line 15 and go to Part II. Form 1040NR filers, see instructions	10
11	<ul style="list-style-type: none"> • If for 2011 you filed Form 2555 or 2555-EZ, see instructions for the amount to enter. • If for 2011 you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b (Form 1041, line 2b(2)); or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (lines 14a and 15, column (2), of Schedule D (Form 1041)), complete Part III of Form 8801 and enter the amount from line 47 here. Form 1040NR filers, see instructions. • All others: If line 10 is \$175,000 or less (\$87,500 or less if married filing separately for 2011), multiply line 10 by 26% (.26). Otherwise, multiply line 10 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2011) from the result. Form 1040NR filers, see instructions. 	11
12	Minimum tax foreign tax credit on exclusion items (see instructions)	12
13	Tentative minimum tax on exclusion items. Subtract line 12 from line 11	13
14	Enter the amount from your 2011 Form 6251, line 34, or 2011 Form 1041, Schedule I, line 55	14
15	Net minimum tax on exclusion items. Subtract line 14 from line 13. If zero or less, enter -0-	15

LHA For Paperwork Reduction Act Notice, see instructions.

Form 8801 (2012)

Part II Current Year Nonrefundable and Refundable Credits and Carryforward to 2013

16	Enter the amount from your 2011 Form 6251, line 35, or 2011 Form 1041, Schedule I, line 56	16	
17	Enter the amount from line 15	17	
18	Subtract line 17 from line 16. If less than zero, enter as a negative amount	18	
19	2011 credit carryforward. Enter the amount from your 2011 Form 8801, line 28	19	
20	Enter your 2011 unallowed qualified electric vehicle credit (see instructions)	20	
21	Combine lines 18 through 20. If zero or less, stop here and see the instructions	21	
22	Enter your 2012 regular income tax liability minus allowable credits (see instructions)	22	
23	Enter the amount from your 2012 Form 6251, line 33, or 2012 Form 1041, Schedule I, line 54	23	
24	Subtract line 23 from line 22. If zero or less, enter -0-	24	
25	Current year nonrefundable credit. Enter the smaller of line 21 or line 24. Also enter this amount on your 2012 Form 1040, line 53 (check box b); Form 1040NR, line 50 (check box b); or Form 1041, Schedule G, line 2c	25	
26	<p>Estates and trusts: Skip lines 26 and 27 and go to line 28.</p> <p>Individuals: Did you have a minimum tax credit carryforward to 2010 (on your 2009 Form 8801, line 30)?</p> <p><input type="checkbox"/> No. Leave lines 26 and 27 blank and go to line 28.</p> <p><input checked="" type="checkbox"/> Yes. Complete Part IV of Form 8801 to figure the amount to enter</p>	26	
27	<p>Is line 26 more than line 25?</p> <p><input type="checkbox"/> No. Leave line 27 blank and go to line 28.</p> <p><input checked="" type="checkbox"/> Yes. Subtract line 25 from line 26. This is your current year refundable credit. Enter the result here and on your 2012 Form 1040, line 71 (check box c), or Form 1040NR, line 67 (check box c)</p>	27	
28	Credit carryforward to 2013. Subtract the larger of line 25 or line 26 from line 21. Keep a record of this amount because you may use it in future years	28	

Part III Tax Computation Using Maximum Capital Gains Rates

Caution. If you did not complete the 2011 Qualified Dividends and Capital Gain Tax Worksheet, the 2011 Schedule D Tax Worksheet, or Part V of the 2011 Schedule D (Form 1041), see the instructions before completing this part.

Table with 3 main columns: Line number, Description, and Amount. Rows include lines 29 through 47, detailing tax calculations for capital gains rates. Includes instructions for each line and a final calculation on line 47.

* The 2011 Qualified Dividends and Capital Gain Tax Worksheet is in the 2011 Instructions for Form 1040. The 2011 Schedule D Tax Worksheet is in the 2011 Instructions for Schedule D (Form 1040) (or the 2011 Instructions for Schedule D (Form 1041)).

JOSEPH CARABETTA JR.

127 CARABETTA JR., JOSEPH

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Part IV Tentative Refundable Credit

48	Enter the amount from line 21		48
49	Enter the total of lines 18 and 20 from your 2010 Form 8801. If zero or less, enter -0-	49	
50	Enter the total of lines 18 and 20 from your 2011 Form 8801. If zero or less, enter -0-	50	
51	Enter the total of lines 18 and 20 from your 2012 Form 8801. If zero or less, enter -0-	51	
52	Add lines 49 through 51		52
53	Long-term unused minimum tax credit. Subtract line 52 from line 48 (If zero or less, enter -0- here and on line 26. Do not complete the rest of Part IV)		53
54	Multiply line 53 by 50% (.50)		54
55	Enter the amount from your 2011 Form 8801, line 57		55
56	Enter the larger of line 54 or line 55		56
57	Enter the smaller of line 53 or line 56. Enter the result here and on line 26		57

Form 8801 (2012)

Passive Activity Loss Limitations

▶ See separate instructions.

▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8582 and its instructions is available at www.irs.gov/form8582

Name(s) shown on return

Identifying number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I 2012 Passive Activity Loss Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a	
1b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	
1c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	
1d			d Combine lines 1a, 1b, and 1c

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a	
2b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b	
2c			c Add lines 2a and 2b

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	
3b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	
3c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	
3d			d Combine lines 3a, 3b, and 3c

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4	5	
6	Enter \$150,000. If married filing separately, see instructions	6	
7	Enter modified adjusted gross income, but not less than zero (see instructions) Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.	7	
8	Subtract line 7 from line 6	8	
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions	9	
10	Enter the smaller of line 5 or line 9 If line 2c is a loss, go to Part III. Otherwise, go to line 15.	10	

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2012. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return	16	

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
Total				

Alternative Minimum Tax
Passive Activity Loss Limitations

▶ See separate instructions.

▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8582 and its instructions is available at www.irs.gov/form8582

Name(s) shown on return

Identifying number

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Part I 2012 Passive Activity Loss Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))		
1b	Activities with net loss (enter the amount from Worksheet 1, column (b))		
1c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))		
1d	Combine lines 1a, 1b, and 1c		

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)		
2b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)		
2c	Add lines 2a and 2b		

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))		
3b	Activities with net loss (enter the amount from Worksheet 3, column (b))		
3c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))		
3d	Combine lines 3a, 3b, and 3c		

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3c is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4		
6	Enter \$150,000. If married filing separately, see instructions		
7	Enter modified adjusted gross income, but not less than zero (see instructions) Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.		
8	Subtract line 7 from line 6		
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions		
10	Enter the smaller of line 5 or line 9 If line 2c is a loss, go to Part III. Otherwise, go to line 15.		

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions		
12	Enter the loss from line 4		
13	Reduce line 12 by the amount on line 10		
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13		

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total		
16	Total losses allowed from all passive activities for 2012. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return		

Alternative Minimum Tax

Form 8582 (2012) **JOSEPH CARABETTA JR. & ANNA B CARABETTA**

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
Total				

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Form 1040

Dependents

Statement 6

Form 1040

Wages Received and Taxes Withheld

Statement 7

T S Employer's Name	Amount Paid	Federal Tax Withheld	State Tax Withheld	City SDI Tax W/H	FICA Tax	Medicare Tax
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Statement(s) 6, 7
CARABETTA JR., JOSEPH CARABJJ1

Form 1040 Excess Social Security Tax Worksheet Statement 8

	Taxpayer	Spouse
1. Add all social security tax withheld but not more than for each employer (this tax should be shown in Box 4 of your W-2 forms). Enter the total here		
2. Enter any uncollected social security tax on tips or group-term life insurance included in the total on Form 1040, line 60		
3. Add lines 1 and 2		
4. Social security tax limit		
5. Subtract line 4 from line 3. Excess social security tax included in Form 1040, line 69.		

Form 1040 Late Payment Interest Statement 9

Description	Date	Amount	Balance	Rate	Days	Interest
Tax Due						
Date Filed						
Total late payment interest						

Form 1040 Late Payment Penalty Statement 10

Description	Date	Amount	Balance	Months	Penalty
Tax Due					
Date Filed					
Total late payment penalty					

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Schedule A State and Local Income Taxes Statement 11

Description	Amount

Schedule C Other Costs of Goods Sold Statement 12

Description	Amount
Total to Schedule C, line 39	

Schedule E Other Expenses Statement 13

Description	Amount
Total to Schedule E, Page 1, line 19	

Schedule E Other Expenses Statement 14

Description	Amount
Total to Schedule E, Page 1, line 19	

JOSEPH CARABETTA JR. & ANNA B CARABETTA

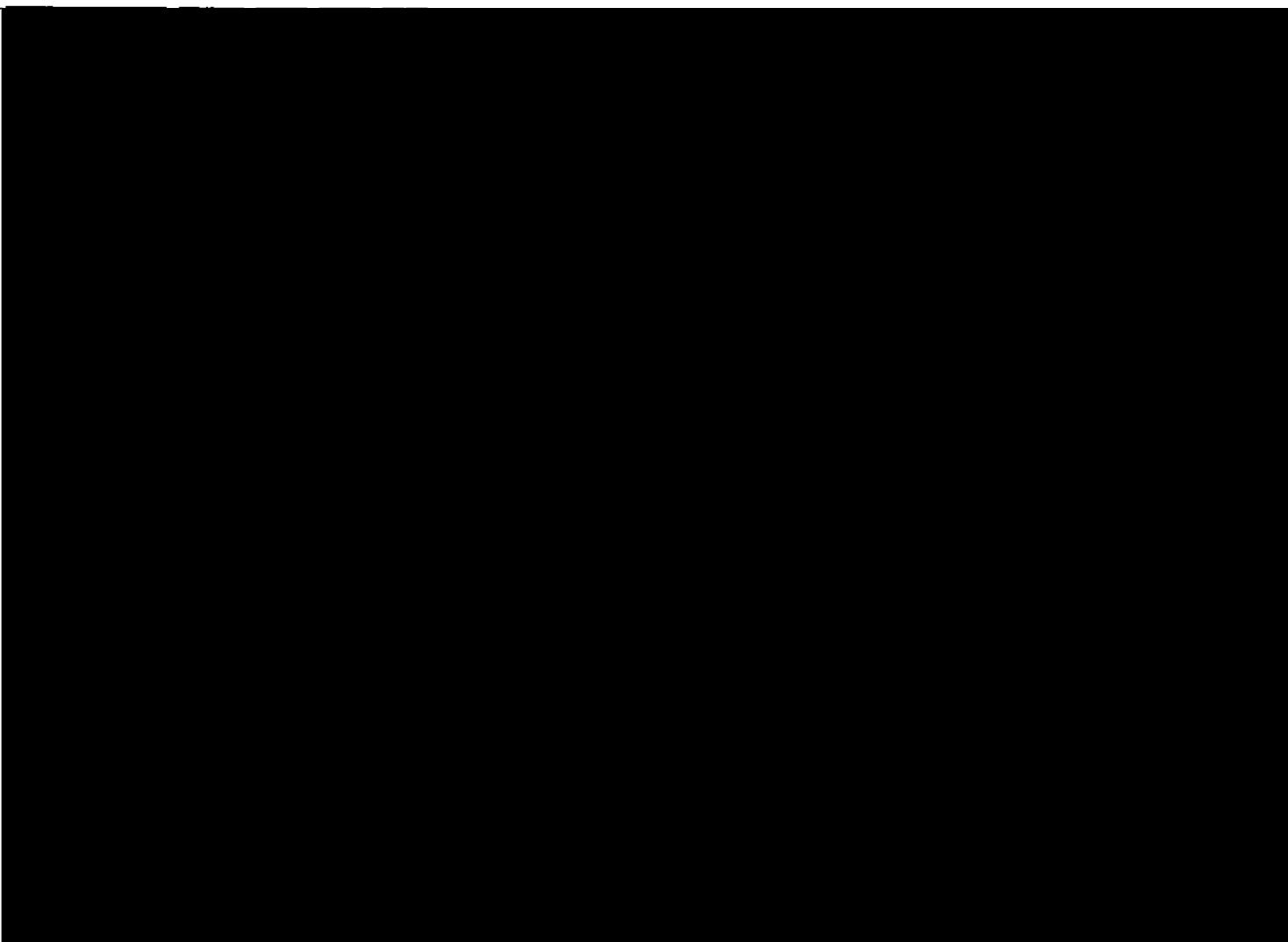
Schedule E Other Expenses Statement 15

Description	Amount
Total to Schedule E, Page 1, line 19	

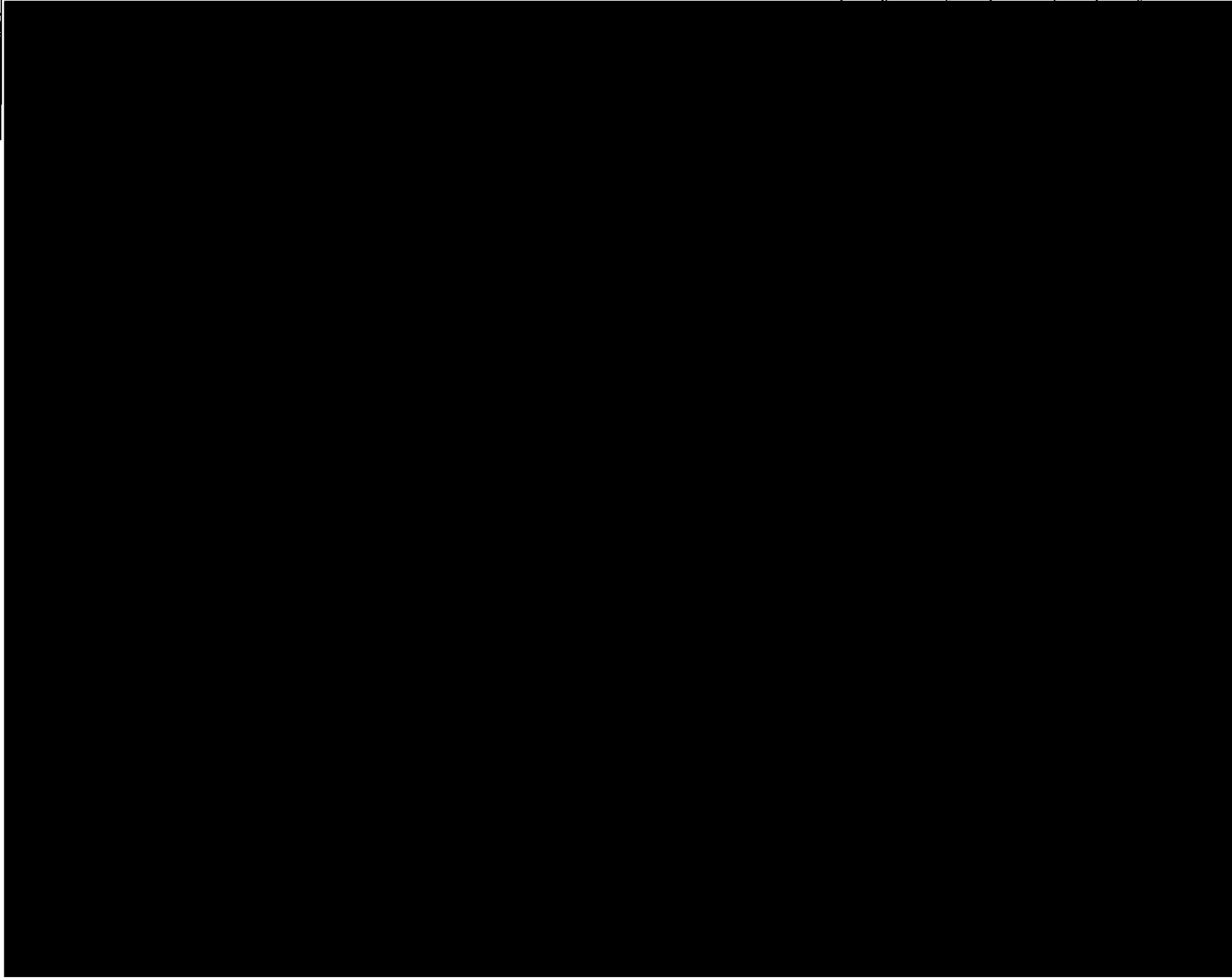
Schedule E Income or (Loss) from Partnerships and S Corps Statement 16

Name

Employer ID No.	Any Not at Risk	if Code	Passive Loss	Passive Income	Nonpassive Loss	Sec. 179 Deduction	Nonpassive Income
	X						



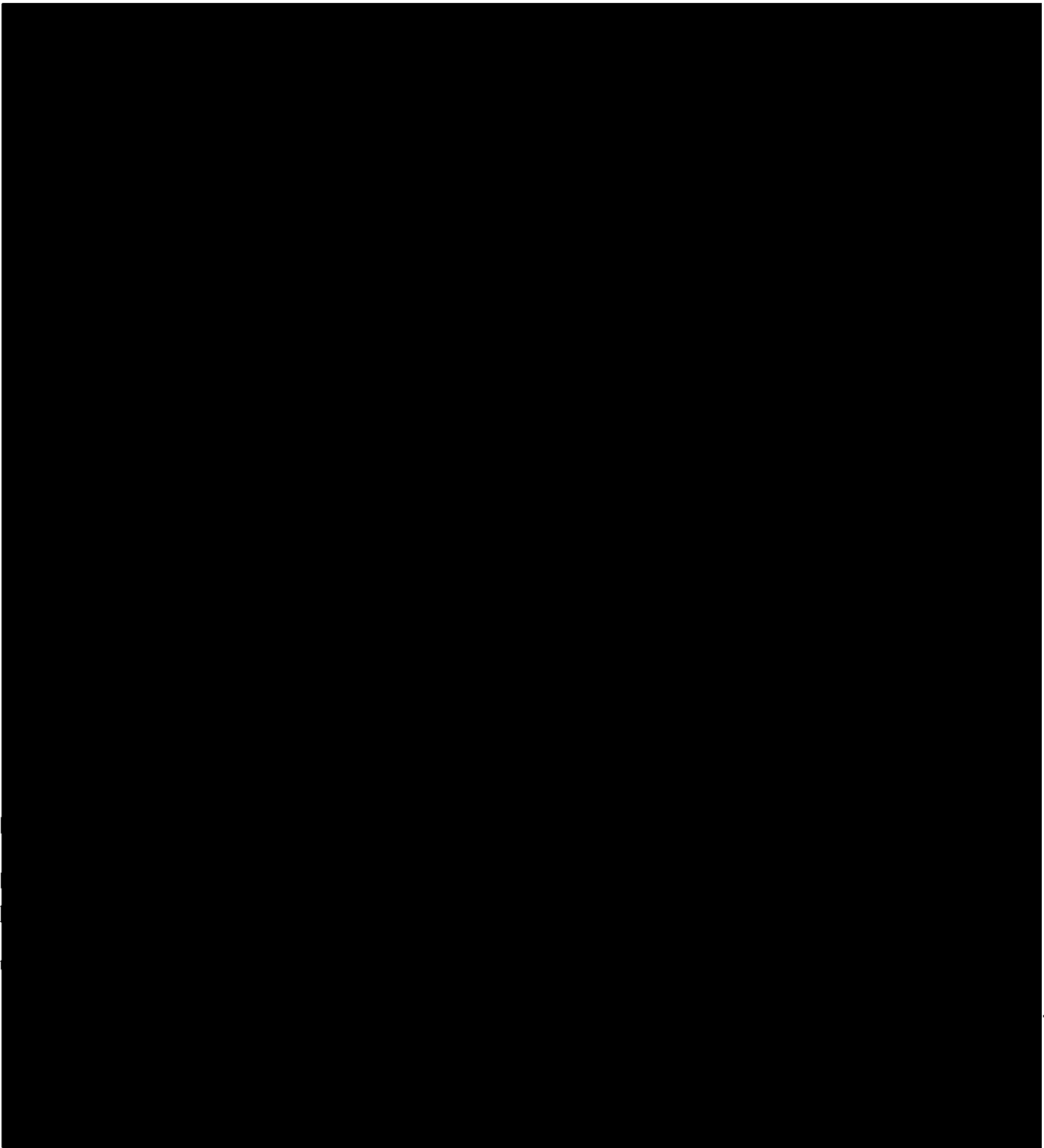
JOSEPH CARABETTA JR. & ANNA B CARABETTA

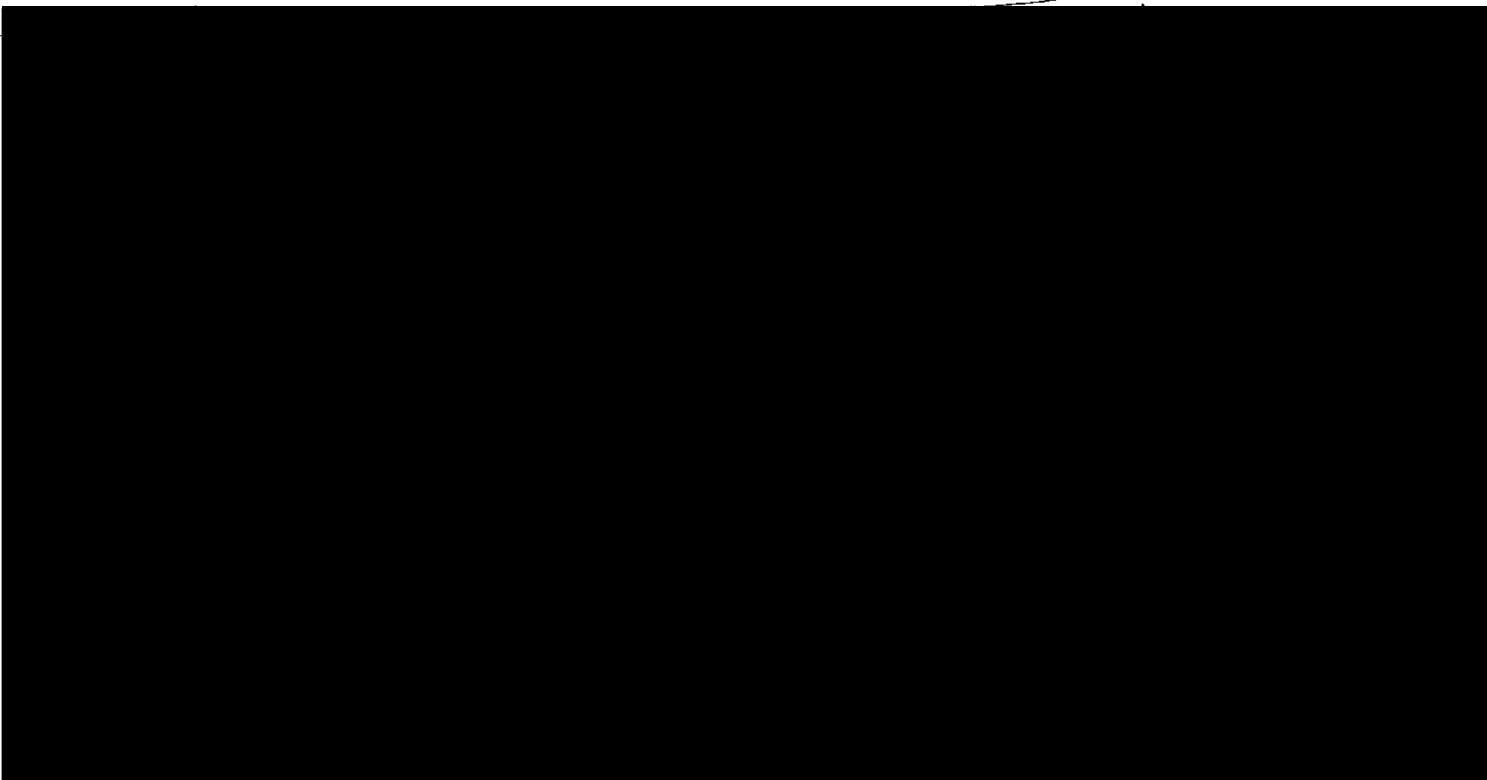


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CARABETTA JR., JOSEPH

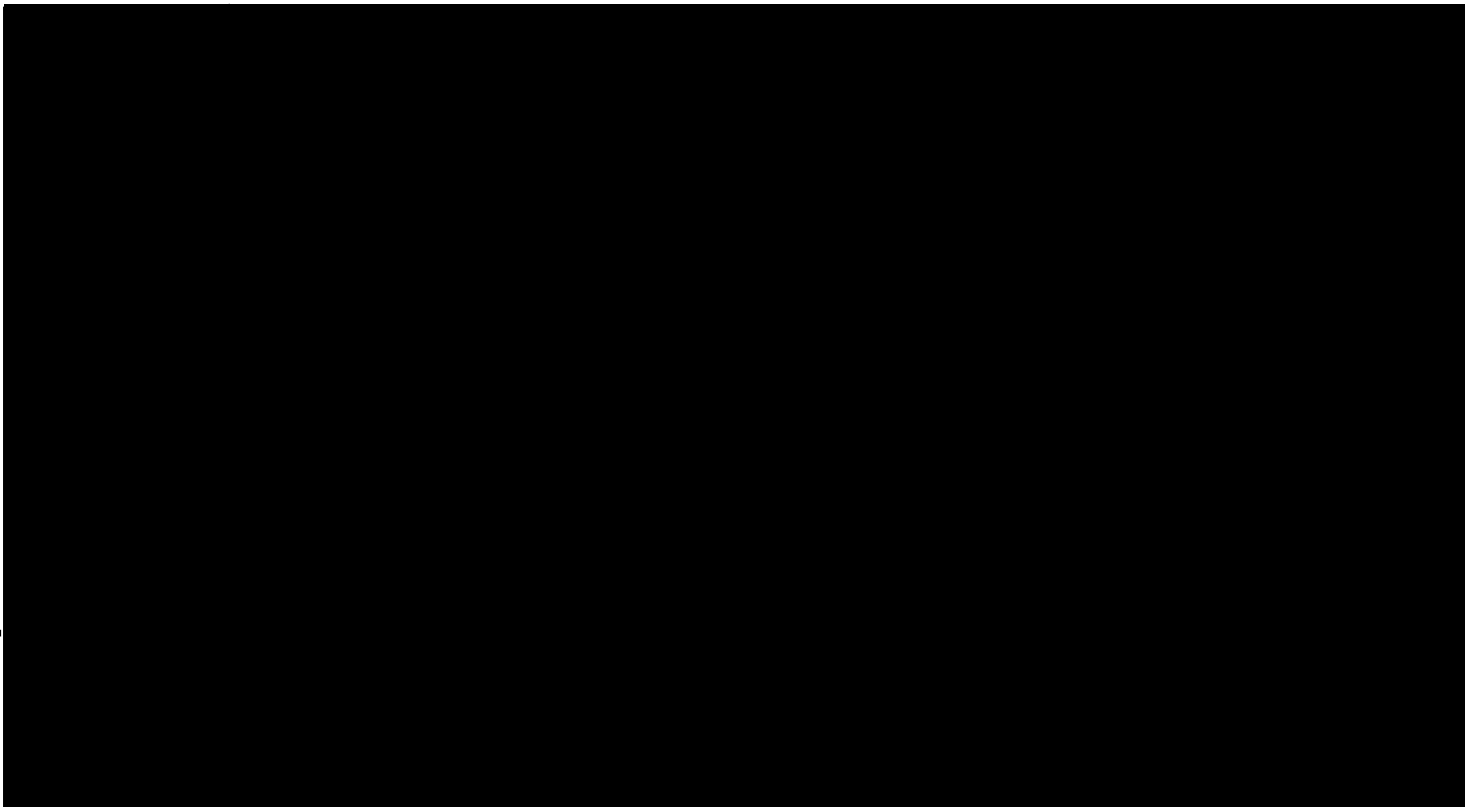
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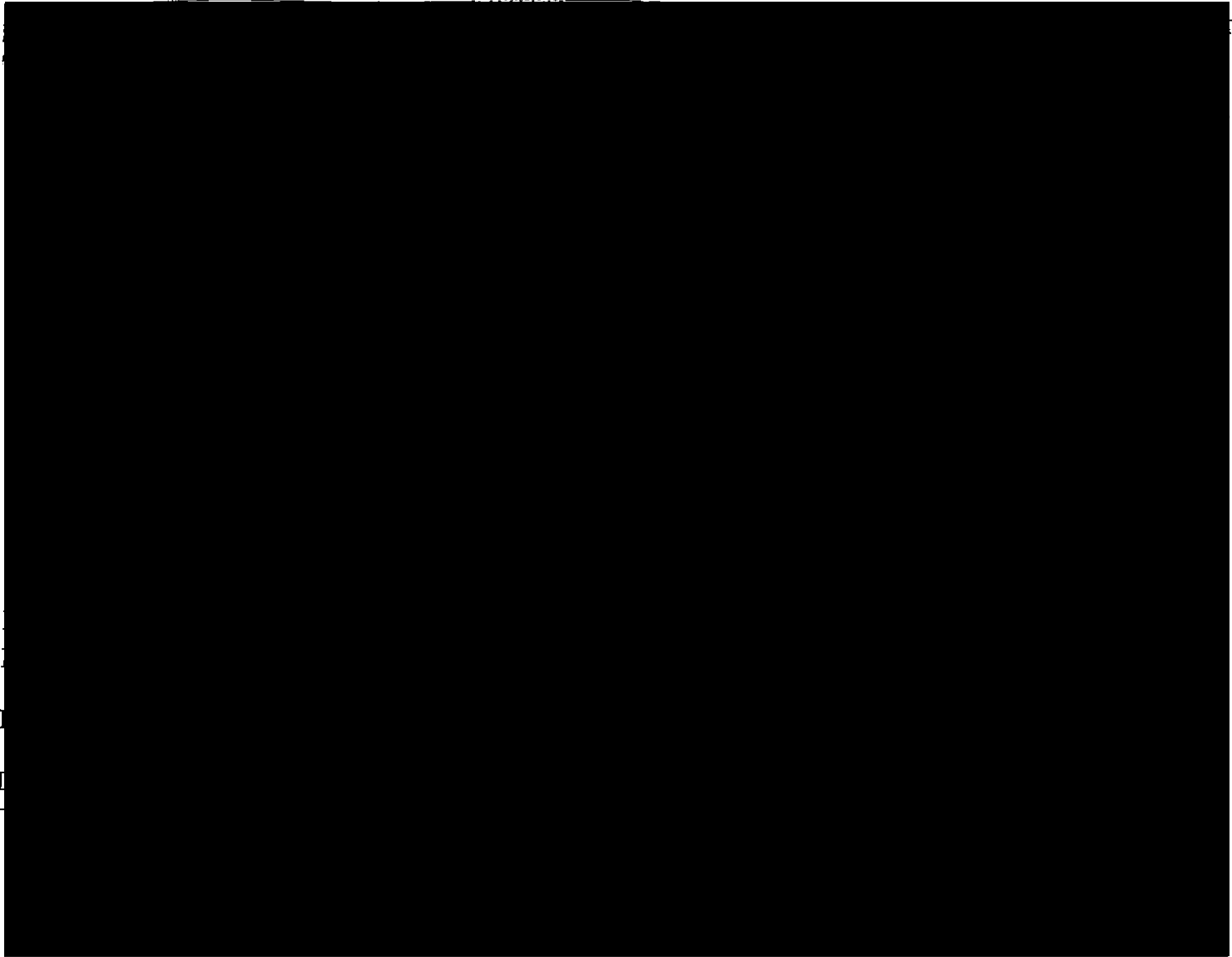


Net Income (Loss)

Name of Activity	Form	AMT	Regular	Adjustment
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JOSEPH CARABETTA JR. & ANNA B CARABETTA



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- 1 Enter: \$50,600 if single or head of household; \$78,750 if married filing jointly or qualifying widow(er); \$39,375 if married filing separately.
- 2 Enter your alternative minimum taxable income (AMTI) Form 6251, line 28
- 3 Enter: \$112,500 if single or head of household; \$150,000 if married filing jointly or qualifying widow(er); \$75,000 if married filing separately
- 4 Subtract line 3 from line 2. If zero or less enter -0-
- 5 Multiply line 4 by 25% (.25).
- 6 Subtract line 5 from line 1. If zero or less, enter -0-. If any of the three conditions under Certain Children Under Age 24 apply to you, complete lines 7 through 10. Otherwise, stop here and enter this amount on Form 6251, line 29, and go to Form 6251, line 30
- 7 Minimum exemption amount for certain children under age 24. .
- 8 Enter your earned income, if any.
- 9 Add lines 7 and 8
- 10 Enter the smaller of line 6 or line 9 here and on Form 6251, line 29, and go to Form 6251, line 30

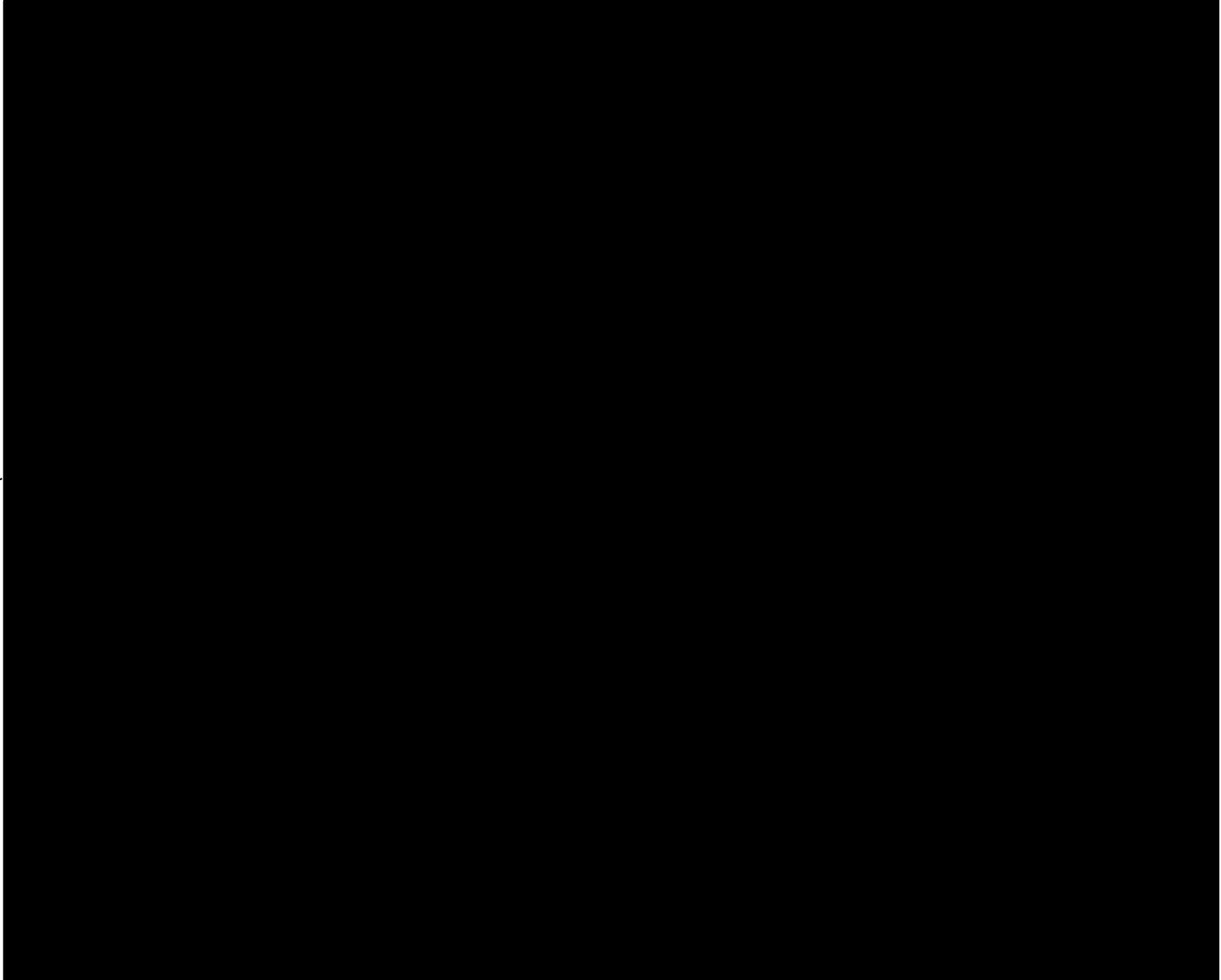
Name of Activity	Current Year		Prior Year	Overall Gain or Loss	
	Net Income	Net Loss	Unallowed Loss	Gain	Loss
82 CAMP STREET LLC CONSOLIDATED INVESTORS LLC COMMERCIAL REAL ESTATE HOLDINGS, LLC RESIDENTIAL RENTAL - 54 STONEYCREST DRIVE, MERIDEN, CT 06450 2 FAMILY RESIDENTIAL RENTAL - 2067 N BROAD STREET, MERIDEN, CT 0 RESIDENTIAL RENTAL - 24 OAKLAND COURT, MERIDEN, CT 06450 RESIDENTIAL RENTAL-ESTATE PROPERTIES MGMNT LLC					

JOSEPH CARABETTA JR. & ANNA B CARABETTA

Totals

Form 8582 Other Passive Activities - Worksheet 3 Statement 26

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss



JOSEPH CARABETTA JR. & ANNA B CARABETTA



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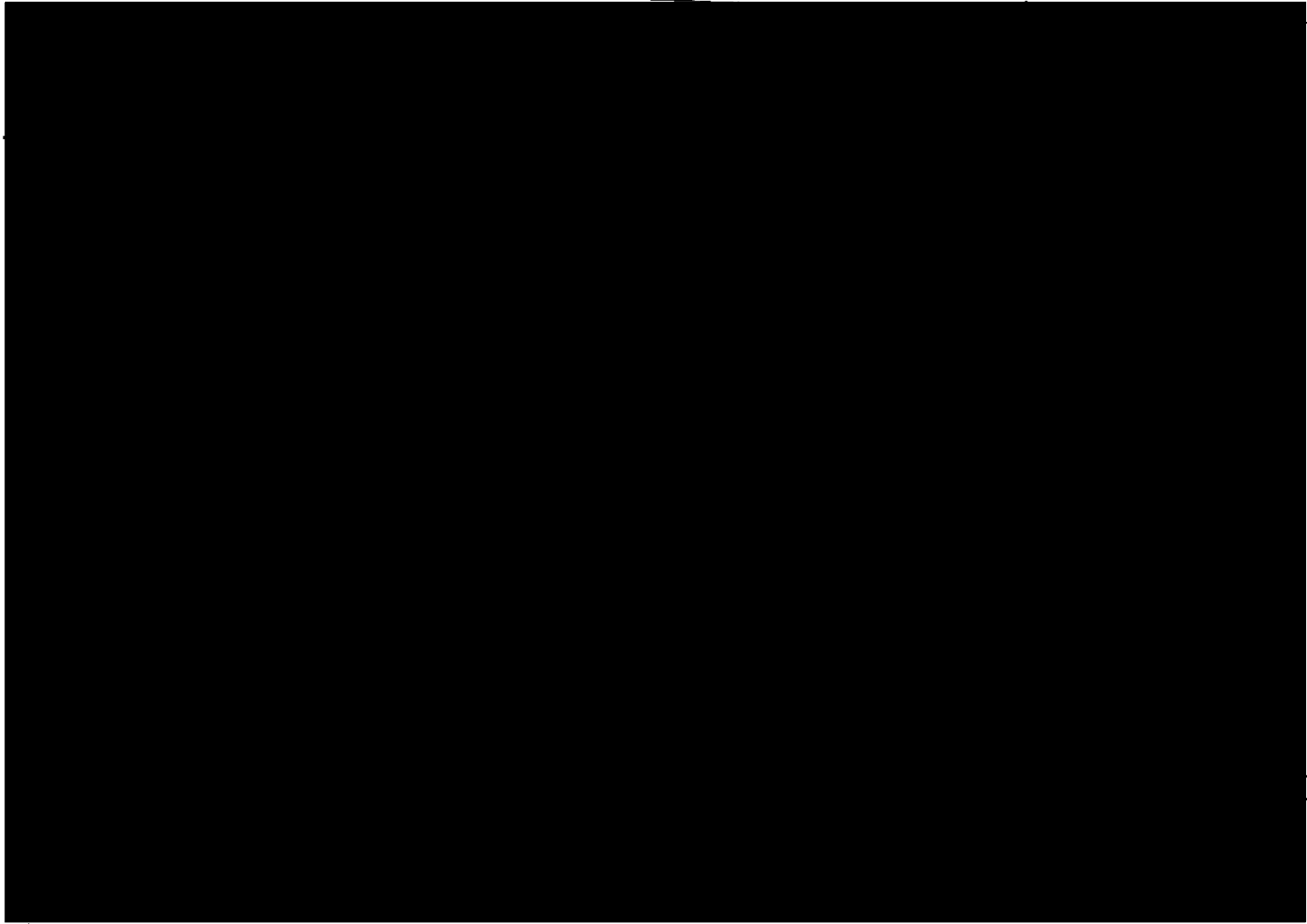
JOSEPH CARABETTA JR. & ANNA B CARABETTA

Form 8582

Alternative Minimum Tax
Active Rental of Real Estate - Worksheet 1

Statement 28

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss



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CARABETTA JR., JOSEPH

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JOSEPH CARABETTA JR. & ANNA B CARABETTA

Totals

Form 8582AMT Summary of Passive Activities - AMT Statement 30

R	Form	Prior	Net	Unallowed	Allowed
R	or	Year	Gain/Loss	Loss	Loss
E	Schedule	C/O			
A Name	Gain/Loss				

20

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

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

JOSEPH CARABETTA JR N Dec.
ANNA B CARABETTA N Dec.
187 CANYON DRIVE Y CT-2210
N CT-8379 N CT-1040CRC
MERIDEN CT 06450 -

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
- 2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
- 3. Add Line 1 and Line 2 3.
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
- 6. Income tax 6.
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
- 9. Connecticut alternative minimum tax (from Form CT-6251) 9.
- 10. Add Line 8 and Line 9. 10.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
- 16. Total tax: Add Line 14 and Line 15. 16.

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



241101
11-27-12



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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.
18b.
18c.
18d.
18e.
18f.
18g.

•
•
•
•
•
•
•

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

- 18. Total Connecticut income tax withheld: Amounts in Column C. 18.
- 19. All 2012 estimated tax payments and any overpayments applied from a prior year 19.
- 20. Payments made with Form CT-1040 EXT 20.
- 20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
- 21. Total payments: Add Lines 18, 19, 20, and 20a. 21.
- 22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.
- 23. Amount of Line 22 you want applied to your 2013 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
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.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28.

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Preparer's SSN or PTIN
Firm's name, address, and ZIP code		Telephone number	FEIN
• R.J. CARABETTA & CO., P.C. MERIDEN, CT 06450		• 203 2389500	

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)
• KURT J DENEGRIS	• 203 2389500	• 12341

JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Form 8582

Alternative Minimum Tax
Active Rental of Real Estate - Worksheet 1

Statement 35

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss

Totals

Form 8582

Alternative Minimum Tax
Other Passive Activities - Worksheet 3

Statement 36

Name of Activity	Current Year		Prior Year Unallowed Loss	Overall Gain or Loss	
	Net Income	Net Loss		Gain	Loss

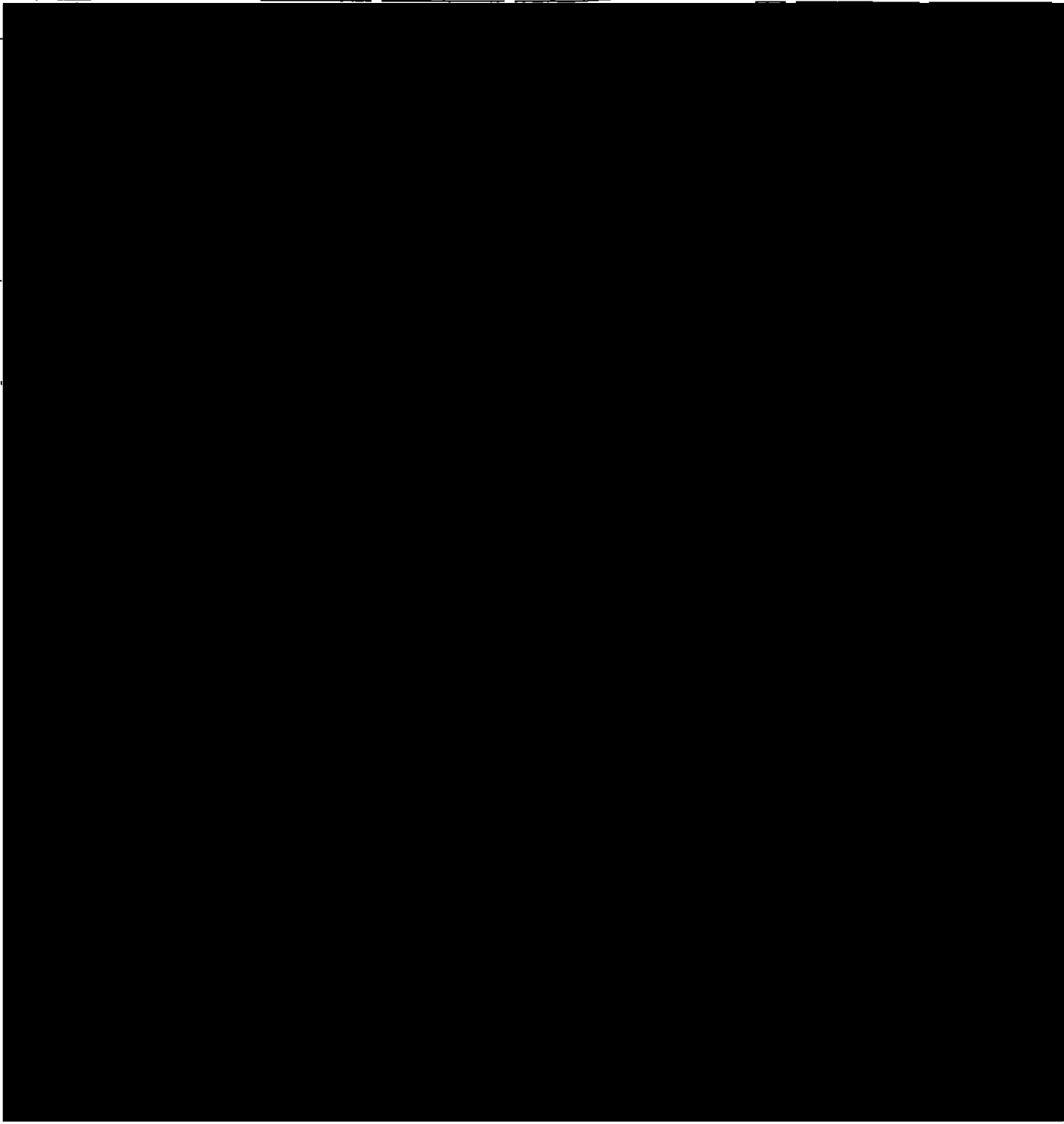
JOSEPH CARABETTA Jr & ANNA B. CARABETTA

Form 8582AMT

Summary of Passive Activities - AMT

Statement 37

R R E A Name	Form or Schedule	Gain/Loss	Prior Year C/O	Net Gain/Loss	Unallowed Loss	Allowed Loss
-----------------------	------------------------	-----------	-------------------	------------------	-------------------	-----------------



20

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2013 and ending:

N S Y FJ N FS N HH N QW

JOSEPH CARABETTA JR N Dec.
ANNA B CARABETTA N Dec.
187 CANYON DRIVE Y CT-2210
N CT-8379 N CT-1040CRC
MERIDEN CT 06450 -

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17. •

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. •
 18b. •
 18c. •
 18d. - •
 18e. - •
 18f. - •
 18g. - •

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.
 19. All 2013 estimated tax payments and any overpayments applied from a prior year 19.
 20. Payments made with Form CT-1040 EXT 20.
 20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
 21. Total payments: Add Lines 18, 19, 20, and 20a. 21.
 22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21, 22.
 23. Amount of Line 22 you want applied to your 2014 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.
 25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 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.		25e. Debit card	25e.
26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17.					26.
27. If late: Penalty entered. Line 26 multiplied by 10% (.10).					27.
28. If late: Interest entered.					28.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).					28.
29. Interest on underpayment of estimated tax (from Form CT-2210)					29.
30. Total amount due: Add Lines 26 through 29.					30.

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	Home/cell telephone number
•		•	
Spouse's signature (if joint return)		Date	Daytime telephone number
•		•	•
Paid preparer's signature		Date	Telephone number
•		• 101314	• 203 2389500
Firm's name, address, and ZIP code			FEIN
• R.J. CARABETTA & CO., P.C. MERIDEN, CT 06450			

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)
• KURT J DENEGRIS	• 203 2389500	

Sign Here
 Keep a copy for your records.

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
	Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Schedule 3 - Property Tax Credit

	Qualifying Property	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District	•	•	•	•
Description of Property	•	•	•	•
Date(s) Paid	•	•	•	•
Amount Paid	60.	61.	62.	
63. Total property tax paid: Add Lines 60, 61, and 62.				63.
64. Maximum property tax credit allowed				64. •
65. Lesser of Line 63 or Line 64.				65. •
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.				66. •
67. Line 65 multiplied by Line 66.				67. •
68. Line 67 subtracted from Line 65.				68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. •

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70. •

Taxpayer email

Form CT-1040

Do not send this sheet with your return.

Checklist for filing your Connecticut income tax return:

1. Be sure that Page 1 of your return is not printed on the back of this sheet.
2. Verify that the address lines on the return are correct and proper abbreviations are used.
3. If the Employer or Payer's Federal ID # is not listed on Page 2, Lines 18a through 18g, Column A, **all** withholding claimed will be disallowed and your return will not be successfully processed.
4. Do not attempt to remove or modify the solid boxes that print out on your return. Altering target marks may affect the processing of your return.
5. Do not send "Draft" or "Unapproved" versions of your return. This will delay or stop the processing of your return.
6. Do not make manual (hand written or typed) corrections to your return; this is a machine readable return. Changes may only be made by reentering information in your software and re-printing the return.
7. Do not use this return to change or amend previously filed returns. You must use Form CT-1040X to change or amend a previously filed Connecticut income tax return. (File Form CT-1040X electronically at www.ct.gov/TSC using the Taxpayer Service Center.)
8. Do not attach or send copies of forms W-2 or 1099.
9. Send **all** completed pages of CT-1040 and Schedule CT-EITC. Send **all** four pages of your completed return, both pages of your completed CT EITC schedule, and any other supporting schedules.
10. Make check payable to: Commissioner of Revenue Services
11. To ensure proper posting, write your SSN(s) (optional) and "2013 Form CT-1040" on your check.
12. To mail your return, use the following addresses:
For all tax returns with payment:
Department of Revenue Services
PO Box 2935
Hartford CT 06104-2935

For refunds and tax returns without payment:
Department of Revenue Services
PO Box 5002
Hartford CT 06102-5002
13. Verify that all fields print completely and any preparer information is filled out and legible before filing this return. If you find any errors, do not make manual changes. Re-enter information in your software and re-print the return.
14. If you wish to directly deposit a refund into a checking or savings bank account, confirm that Lines 25a through 25d have been completed. You **must** enter bank information on both the federal and Connecticut returns for each to be correctly deposited.

Do not send this sheet with your return.

For the year Jan. 1-Dec. 31, 2012, or other tax year beginning

2012, ending

20

See separate instructions.

Your first name and initial

GERALD E.

Last name

FARRELL, JR.

Your social security number

If a joint return, spouse's first name and initial

NATALIE L.

Last name

CAMPISI

Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.

54 NORTH ELM STREET

Apt. no.

Make sure the SSN(s) above and on line 8a are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below.

WALLINGFORD, CT 06492

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.

Foreign country name

Foreign province/state/county

Foreign postal code

You Spouse

Filing Status

1 Single

2 Married filing jointly (even if only one had income)

4 Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here.

Check only one box.

3 Married filing separately. Enter spouse's SSN above and full name here.

5 Qualifying widow(er) with dependent child

Exemptions

6a X Yourself. If someone can claim you as a dependent, do not check box 6a

b X Spouse

Boxes checked on 6a and 6b

c Dependents:

Table with columns: (1) First name, Last name, (2) Dependent's social security number, (3) Dependent's relationship to you, (4) If child under age 17 qualifying for child tax credit

No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instructions)

If more than four dependents, see instructions and check here

Dependents on 6c not entered above

Add numbers on lines above

d Total number of exemptions claimed

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2

7

8a Taxable interest. Attach Schedule B if required

8a

b Tax-exempt interest. Do not include on line 8a

8b

Attach Form(s) W-2 here. Also attach Forms W-2G and 099-R if tax was withheld.

9a Ordinary dividends. Attach Schedule B if required

9a

b Qualified dividends

9b

10 Taxable refunds, credits, or offsets of state and local income taxes

10

11 Alimony received

11

12 Business income or (loss). Attach Schedule C or C-EZ

12

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here

13

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

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

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

17

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

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 SEE STATEMENT 1

21

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income

22

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

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

37 Subtract line 35 from line 22. This is your adjusted gross income

37

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38

39a Check You were born before January 2, 1948, Blind. Total boxes checked ... 39a
 if: Spouse was born before January 2, 1948, Blind. checked ... 39a
 b If your spouse itemizes on a separate return or you were a dual-status alien, check here ... 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. Multiply \$3,800 by the number on line 6d 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax. Check if any from: a Form(s) 9814 b Form 4972 c 962 election 44

45 Alternative minimum tax. Attach Form 6251 45

46 Add lines 44 and 45 46

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

Other Taxes

56 Self-employment tax. Attach Schedule SE 56

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

Payments

62 Federal income tax withheld from Forms W-2 and 1099 62

63 2012 estimated tax payments and amount applied from 2011 return 63

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 RESERVED c 8801 d 8885 71

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments 72

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid 73

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a

75 Amount of line 73 you want applied to your 2013 estimated tax 75

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)? Yes. Complete below. No

Designee's name **WILLIAM J. SAAS, CPA** Phone no. **203-265-3948** Personal identification number (PIN)

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.

Your signature **ATTORNEY & PUBLIC SERV.** Date _____ Your occupation _____ Daytime phone number _____

Spouse's signature. If a joint return, both must sign. _____ Date _____ Spouse's occupation **FINANCIAL SERVICES** If the IRS sent you an Identity Protection PIN, enter it here _____

Paid Preparer Print/Type preparer's name **WILLIAM J SAAS CPA** Preparer's signature _____ Date _____ Check self-employed self-employed

Use Only Firm's name **SAAS KIRWAN ASSOCIATES** Firm's EIN **1**
 350 CENTER STREET - SUITE 210 Phone no. **203-265-3948**
 Firm's address **WALLINGFORD, CT 06492**

Child Tax Credit Worksheet (keep for your records)

Name(s): First GERALD E. & NATALIE L. Last BARRELL, JR. Your SSN _____

Part 1

1. Number of qualifying children: _____ X \$1,000. Enter the result. 1

2. Enter the amount from Form 1040, line 38, Form 1040A, line 22, or Form 1040NR, line 37. _____ 2 _____

3. 1040 filers: Enter the total of any-
 • Exclusion of income from Puerto Rico, and
 • Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15.
 1040A and 1040NR filers: Enter -0-.

4. Add lines 2 and 3. Enter the total. _____ 4 _____

5. Enter the amount shown below for your filing status.
 • Married filing jointly - \$110,000
 • Single, head of household, or qualifying widow(er) - \$75,000
 • Married filing separately - \$55,000

6. Is the amount on line 4 more than the amount on line 5?
 a. Leave line 6 blank. Enter -0- on line 7.
 Yes. Subtract line 5 from line 4. _____ 6 _____
 If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000 (for example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc).

7. Multiply the amount on line 6 by 5% (.05). Enter the result. _____ 7 _____

8. Is the amount on line 1 more than the amount on line 7?
 No. **STOP**
 You cannot take the child tax credit on Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 48.
 Yes. Subtract line 7 from line 1. Enter the result. _____ 8 _____

Part 2

9. Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040NR, line 44. _____ 9 _____

10. 1040 filers: Enter the total of the amounts from lines 47 through 50.*
 1040A filers: Enter the total of the amounts from lines 29 through 32.
 1040NR filers: Enter the total of the amounts from lines 45 through 47.*

11. Are you claiming any of the following credits?
 • Residential energy efficient property credit, Form 5695, Part II.
 • Mortgage interest credit, Form 8396
 • Qualified adoption expenses, Form 8839
 • District of Columbia first-time homebuyer credit, Form 8859
 o. Enter the amount from line 10.
 Yes. Complete the Line 11 Worksheet to figure the amount to enter here.

12. Subtract line 11 from line 9. Enter the result. _____ 12 _____

13. Is the amount on line 8 of this worksheet more than the amount on line 12?
 No. Enter the amount from line 8. _____ This is your
 Yes. Enter the amount from line 12. _____ child tax credit. _____ 13 _____

* Also include amounts from:
 Form 5695, line 32
 Form 8834, line 23
 Form 8910, line 22
 Form 8936, line 23
 Schedule R, line 22

Child Tax Credit Line 11 Worksheet (keep for your records)

Name(s): First	Last	Your SSN
GERALD E. & NATALIE L.	FARRELL, JR.	

1. Enter the amount from line 8 of the *Child Tax Credit Worksheet*. 1 _____
 2. Enter your taxable earned income from the worksheet below. 2 _____
 3. Is the amount on line 2 more than \$3,000?
 No. Leave line 3 blank, enter -0- on line 4, and go to line 5.
 Yes. Subtract \$3,000 from the amount on line 2. Enter the result. 3 _____
 4. Multiply the amount on line 3 by 15% (.15) and enter the result. 4 _____
 5. Is the amount on line 1 of the *Child Tax Credit Worksheet* \$3,000 or more?
 No. If line 4 above is zero, enter the amount from line 1 on line 12. Do not complete the rest of this worksheet. Instead, go back to the *Child Tax Credit Worksheet* and do the following. Enter the amount from line 10 on line 11 and complete lines 12 and 13. If line 4 above is more than zero, leave lines 6 through 9 blank, enter -0- on line 10, and go to line 11.
 Yes. If line 4 above is equal to or more than line 1 above, leave lines 6 through 9 blank, enter -0- on line 10, and go to line 11.
 6. Enter the total of the following amounts from Form(s) W-2, including spouse's amount if married filing jointly:
 - Social security taxes from box 4, and
 - Medicare taxes from box 6.
 6 _____
 7. 1040 and 1040NR Filers. Enter the total, including spouse's amounts if married filing jointly;
 - Amounts from Form 1040, lines 27 and 57, or Form 1040NR, line 55, and
 - Any taxes that you identified using code "LT" and entered on the dotted line next to Form 1040, line 60, or Form 1040NR, line 60.
 1040A Filers. Enter -0-.
 7 _____
 8. Add lines 6 and 7. Enter the total. 8 _____
 9. 1040 and 1040NR Filers. Enter the total amounts from Form 1040, lines 64a and 69 or Form 1040NR, line 65.
 1040A Filers. Enter the total of any -
 - Amount from 1040A, line 38a, and
 - Excess social security and RRTA taxes withheld that you entered to the left of Form 1040A, line 41.
 9 _____
 10. Subtract line 9 from line 8. If the result is zero or less, enter -0-. 10 _____
 11. Enter the larger of line 4 or line 10. 11 _____
 12. Is the amount on line 11 of this worksheet more than the amount on line 1?
 No. Subtract line 11 from line 1. Enter the result. 12 _____
 Yes. Enter -0-.
- Next, figure the amount of any of the following credits that you are claiming. Use the amount from line 12 above when you are asked to enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 47.
- Residential energy efficient property credit, Form 5695, Part II.
 - Mortgage interest credit, Form 8390
 - Qualified adoption expenses, Form 8839
 - District of Columbia first-time homebuyer credit, Form 8859
- Then, go to line 13.
13. Enter the total of the amounts from -
 - Form 5695, line 17, and
 - Form 8390, line 3, and
 - Form 8839, line 12
 - Form 8859, line 2.
 13 _____
 14. Enter the amount from line 10 of the *Child Tax Credit Worksheet* 14 _____
 15. Add lines 13 and 14. Enter the total here and on line 11 of the *Child Tax Credit Worksheet* 15 _____

Taxable Earned Income Worksheet

1. a. Enter the amount from Form 1040, line 7, 1040A, line 7 or 1040NR, line 8 1a. _____
 b. Enter the amount of any nontaxable combat pay received. Also enter this amount on Form 8812, line 4b 1b. _____
2. a. Enter any statutory employee income reported on line 1 of Schedule C or C-EZ 2a. _____
 b. Enter any net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1045), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Reduce this amount by any unreimbursed nonfarm partnership expenses you deducted on Schedule E. Do not include any statutory employee income or any other amounts exempt from self-employment tax. 2b. _____
 c. Enter any net farm profit or (loss) from Schedule F, line 34, and from farm partnerships, Schedule K-1 (Form 1045), box 14, code A. Reduce this amount by any unreimbursed farm partnership expenses you deducted on Schedule E 2c. _____
 d. If you used the farm optional method to figure net earnings from self-employment, enter the amount from Schedule SE, Section B, line 15. Otherwise, skip this line and enter on line 2e the amount from line 2c. 2d. _____
 e. If line 2c is a profit, enter the smaller of line 2c or line 2d. If line 2c is a (loss), enter the (loss) from line 2c. 2e. _____
3. Combine lines 1a, 1b, 2a, 2b, and 2e. If zero or less, stop. Do not complete the rest of this worksheet. Instead, enter -0- on line 2 of the *Line 11 Worksheet* or line 4a of Form 8812, whichever applies 3. _____
4. Enter any amount included on line 1 that is:
 a. A scholarship or fellowship grant not reported on Form W-2 4a. _____
 b. For work done while an inmate in a penal institution 4b. _____
 c. A pension or annuity from a nonqualified deferred compensation plan or a section 457 plan 4c. _____
5. a. Enter any amount included on line 3 that is also included on Form 2555, line 43, or Form 2555-EZ, line 19. Do not include any amount that is also included on line 4a, 4b, or 4c above 5a. _____
 b. Enter the amount, if any, from Form 2555, line 44, that is also deducted on Schedule C, C-EZ, or F, or included on Schedule E in partnership net income or (loss) 5b. _____
 c. Subtract line 5b from line 5a. 5c. _____
6. Enter the amount from Form 1040, line 27 6. _____
7. Add lines 4a through 4c, 5c, and 6 7. _____
8. Subtract line 7 from line 3 and enter on line 2 of the *Line 11 Worksheet* or line 4a of Form 8812 8. _____

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No. 1545-0074

2012
Attachment
Sequence No. 07

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040.

Your social security number

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see instructions)		
2	Enter amount from Form 1040, line 38	2	
3	Multiply line 2 by 7.5% (.075)		3
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4
Taxes You Paid	5 State and local (check only one box):		
	a <input type="checkbox"/> Income taxes, or		5
	b <input checked="" type="checkbox"/> General sales taxes		
6	Real estate taxes (see instructions)		6
7	Personal property taxes		7
8	Other taxes. List type and amount		8
9	Add lines 5 through 8		
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098		10
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address		
Note.			11
Your mortgage interest deduction may be limited (see instructions).	12 Points not reported to you on Form 1098. See instructions for special rules		12
	13 Mortgage insurance premiums (see instructions)		13
	14 Investment interest. Attach Form 4952 if required. (See instructions.)		14
	15 Add lines 10 through 14		15
Gifts to Charity	16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions		16
	17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500		17
If you made a gift and got a benefit for it, see instructions.	18 Carryover from prior year		18
	19 Add lines 16 through 18		19
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)		21
	22 Tax preparation fees		22
	23 Other expenses - safe deposit box, etc. List type and amount		23
	24 Add lines 21 through 23		24
	25 Enter amount from Form 1040, line 38	25	
	26 Multiply line 25 by 2% (.02)		26
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27
Other Miscellaneous Deductions	28 Other - from list in Instructions. List type and amount		28
Total Itemized Deductions	29 Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40		29
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here	<input type="checkbox"/>	

Schedule A - Charitable Contributions Worksheet

NAME

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

AGI _____
50% of AGI _____

Year		100% Limit	50% Limit	30% Limit	Appreciated Property 30% Limit	Appreciated Property 20% Limit	Total Contributions Allowed	Total Contributions Carryover
2006	Contributions							
	Less: Allowed ...							
	Less: NOL Abs. CRP CRP C/O ...							
2007	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Lost C/O ... CRP C/O ...							
2008	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover ... CRP C/O ...							
2009	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover ... CRP C/O ...							
2010	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover ... CRP C/O ...							
2011	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover ... CRP C/O ...							
2012	Contributions							
	Less: Allowed ...							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover ... CRP C/O ...							
Charitable contributions to Schedule A, Line 19								

Schedule A

Charitable Contributions Limitation

NAME GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

50% Contributions

- 1. 50% of AGI
- 2. Contributions qualifying for 50% limit
- 3. Allowable 50% contributions

30% Contributions

- 4. Remaining 50% limit (Line 1 - Line 3)
- 5. Less capital gain property - special 30% limits
- 6. Balance of 50% of AGI
- 7. 30% of AGI
- 8. Contributions qualifying for 30% limit
- 9. Allowable 30% contributions (lesser of Line 6, 7 or 8) 0.

30% Special Contributions

- 10. 30% of AGI
- 11. Contributions qualifying for 30% special limit
- 12. Remaining 50% limit (line 1 less lines 3 and 9)
- 13. Allowable 30% special contribution (lesser of Line 10, 11 or 12) 0.

20% Contributions

- 14. 20% of AGI
- 15. 30% of AGI
- 16. Allowed 30% regular contributions
- 17. Line 15 less line 16
- 18. Allowed 30% special contributions
- 19. Line 15 less line 18
- 20. Remaining 50% limit (line 1 less the sum of lines 3, 9, and 13)
- 21. Contributions subject to the 20% limitation
- 22. Allowable 20% contributions (lesser of Line 14, 17, 19, 20 or 21)

50% and 100% Conservation Real Property Contributions

- 23. Remaining 50% limit (line 1 less the sum of lines 3, 9, 13 and 22)
- 24. Conservation real property contribution subject to 50% limit
- 25. Allowable 50% conservation real property contribution (lesser of Line 23 or 24)
- 26. Remaining 100% of AGI
- 27. Conservation real property contribution subject to 100% limit
- 28. Allowable 100% conservation real property contribution (lesser of Line 26 or 27)
- 29. Total 2012 contributions allowed on Schedule A
- 30. Total prior year carryovers allowed on Schedule A
- 31. Total charitable contributions to Schedule A, Line 19

SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074

2012
Attachment
Sequence No. 08

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040A or 1040.

Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/form1040.

Name(s) shown on return

Your social security number

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

**Part I
Interest**

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that

Amount

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

- 2 Add the amounts on line 1
- 3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
- 4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

1

2

3

4

Note. If line 4 is over \$1,500, you must complete Part III.

Amount

**Part II
Ordinary Dividends**

5 List name of payer

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

5

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

6

Note. If line 6 is over \$1,500, you must complete Part III.

**Part III
Foreign Accounts and Trusts**

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

Yes No

7a At any time during 2012, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions

If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements

b If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located

8 During 2012, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust?

If "Yes," you may have to file Form 3520. See instructions

27501
10-26-12

**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. 1545-0044

2012

Attachment Sequence No. 09

Name of proprietor
GERALD E. FARRELL, JR.

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)
LEGAL CONSULTING

B Enter code from instructions **1**

C Business name, if no separate business name, leave blank.
JERRY FARRELL JR

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶
City, town or post office, state, and ZIP code

F Accounting method: (1) 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 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 No

J If "Yes," did you or will you file 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. ▶ <input type="checkbox"/>	1
2	Returns and allowances (see instructions)	2
3	Subtract line 2 from line 1	3
4	Cost of goods sold (from line 42)	4
5	Gross profit. Subtract line 4 from line 3	5
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

Part II Expenses Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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):	20
11	Contract labor (see instructions)	11	20a	a Vehicles, machinery, and equipment	20a
12	Depletion	12	20b	b Other business property	20b
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	21	21 Repairs and maintenance	21
14	Employee benefit programs (other than on line 19)	14	22	22 Supplies (not included in Part III)	22
15	Insurance (other than health)	15	23	23 Taxes and licenses	23
16	Interest:		24	24 Travel, meals, and entertainment:	
a	Mortgage (paid to banks, etc.)	16a	24a	a Travel	24a
b	Other	16b	24b	b Deductible meals and entertainment (see instructions)	24b
17	Legal and professional services	17	25	25 Utilities	25
28	Total expenses before expenses for business use of home. Add lines 8 through 27a	28	26	26 Wages (less employment credits)	26
29	Tentative profit or (loss). Subtract line 28 from line 7	29	27a	27 a Other expenses (from line 40)	27a
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	27b	b Reserved for future use	27b
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31			
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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 8198. Your loss may be limited.		32a	<input type="checkbox"/> All investment is at risk	
			32b	<input type="checkbox"/> Some investment is not at risk	

..HA For Paperwork Reduction Act Notice, see separate instructions.

Schedule C (Form 1040) 2012

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? If "Yes," attach explanation [] Yes [] No

Table with 2 columns: Description and Amount. Rows include: 35 Inventory at beginning of year, 36 Purchases less cost of items withdrawn for personal use, 37 Cost of labor, 38 Materials and supplies, 39 Other costs, 40 Add lines 35 through 39, 41 Inventory at end of year, 42 Cost of goods sold.

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 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

47 a 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.

Table for listing other expenses with multiple rows for description and amount.

48 Total other expenses. Enter here and on line 27a 48

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. 109

Name of proprietor

NATALIE L. CAMPISI

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)

Enter code from instructions

FINANCIAL SERVICES & CONSULTING

C Business name. If no separate business name, leave blank.

Employer ID number (EIN), (see Instr.)

NATALIE CAMPISI

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) 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 Yes No

H If you started or acquired this business during 2012, check here Yes No

I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file required Forms 1099? Yes No

Part I Income

Table with 7 rows for income items: 1 Gross receipts or sales, 2 Returns and allowances, 3 Subtract line 2 from line 1, 4 Cost of goods sold, 5 Gross profit, 6 Other income, 7 Gross income.

Part II Expenses Enter expenses for business use of your home only on line 30.

Table with 32 rows for expenses: 8 Advertising, 9 Car and truck expenses, 10 Commissions and fees, 11 Contract labor, 12 Depletion, 13 Depreciation and section 179 expense deduction, 14 Employee benefit programs, 15 Insurance, 16 Interest, 17 Legal and professional services, 18 Office expense, 19 Pension and profit-sharing plans, 20 Rent or lease, 21 Repairs and maintenance, 22 Supplies, 23 Taxes and licenses, 24 Travel, meals, and entertainment, 25 Utilities, 26 Wages, 27 Other expenses, 28 Total expenses before expenses for business use of home, 29 Tentative profit or (loss), 30 Expenses for business use of your home, 31 Net profit or (loss), 32 If you have a loss, check the box that describes your investment in this activity.

LHA For Paperwork Reduction Act Notice, see separate instructions.

Schedule C (Form 1040) 2012

**SCHEDULE D
(Form 1040)**

Department of the Treasury
Internal Revenue Service (96)

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. 1545-0047

2012

Attachment
Sequence No. 12

Name(s) shown on return

Your social security number

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

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				
2 Short-term totals from all Forms 8949 with box B checked in Part I				
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 ()
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 page 2				7

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				
9 Long-term totals from all Forms 8949 with box B checked in Part II				
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
13 Capital gain distributions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14 ()
15 Net long-term capital gain or (loss). Combine lines 8 through 14 in column (h). Then go to Part III on page 2				15

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2012

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> • 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	
<p>17 Are lines 15 and 16 both gains? Yes. Go to line 18. <input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>		
<p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions</p>	18	
<p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions</p>	19	
<p>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. <input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.</p>		
<p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) } <p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p>	21	
<p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? <input type="checkbox"/> 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). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p>		

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 no.

GERALD E. FARRELL, JR. & NATALIE L. CA

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
(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

Table with 7 main columns: (a) Description of property, (b) Date acquired, (c) Date sold or disposed, (d) Proceeds (sales price), (e) Cost or other basis, (f) Code(s), (g) Amount of adjustment, (h) Gain or (loss). Includes a sub-column for (g) Amount of adjustment.

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)

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 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.

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

Information about Schedule SE and its separate Instructions is at www.irs.gov/form1040.
Attech to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2012

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

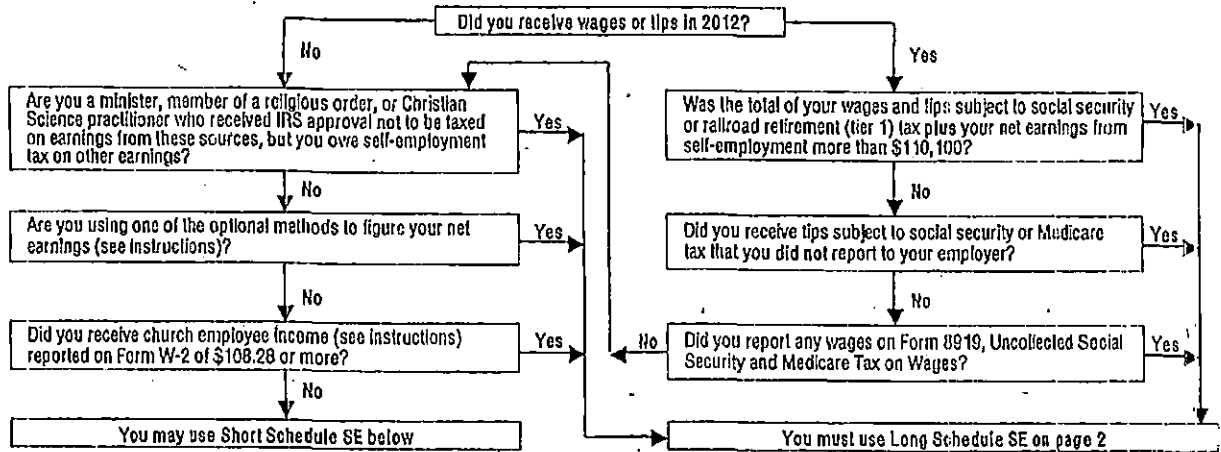
Social security number of
person with self-employment
income

GERALD E. FARRELL, JR.

Before you begin: To determine if you must file Schedule SE, see the Instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the Instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1055-B), box 9, code J1. Ministers and members of religious orders; see Instructions for types of income to report on this line. See Instructions for other income to report STMT C	2
3 Combine lines 1a, 1b, and 2	3
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see Instructions.	4
5 Self-employment tax. If the amount on line 4 is: • \$110,100 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$110,100, multiply line 4 by 2.9% (.029). Then, add \$11,450.40 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5
6 Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • \$14,643.30 or less, multiply line 5 by 57.51% (.5751) • More than \$14,643.30, multiply line 5 by 50% (.50) and add \$1,100 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2012

SCHEDULE SE
(Form 1040)

Department of the Treasury
Internal Revenue Service

Self-Employment Tax

Information about Schedule SE and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2012

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

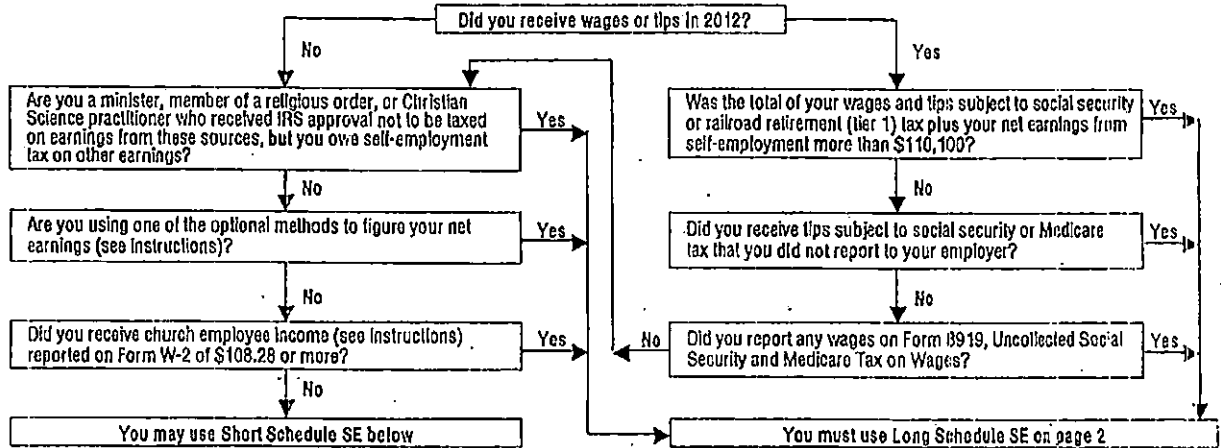
Social security number of
person with self-employment
income

NAJALIE L. CAMPISI

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2
3 Combine lines 1a, 1b, and 2	3
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b	4
Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	
5 Self-employment tax. If the amount on line 4 is: • \$110,100 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$110,100, multiply line 4 by 2.9% (.029). Then, add \$11,450.40 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5
6 Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • \$14,643.30 or less, multiply line 5 by 57.51% (.5751) • More than \$14,643.30, multiply line 5 by 50% (.50) and add \$1,100 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2012

Form 6251 - AMT Charitable Contributions Worksheet

AGI _____
50% of AGI _____

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

Year	Description	100% Limit	50% Limit	30% Limit	Appreciated Property 30% Limit	Appreciated Property 20% Limit	Total Contributions Allowed	Total Contributions Carryover
2006	Contributions							
	Less: Allowed							
	Less: NOL Abs. CRP CRP c/o							
2007	Contributions							
	Less: Allowed							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Lost c/o CRP c/o							
2008	Contributions							
	Less: Allowed							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP Carryover CRP c/o							
2009	Contributions							
	Less: Allowed							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover CRP c/o							
2010	Contributions							
	Less: Allowed							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover CRP c/o							
2011	Contributions							
	Less: Allowed							
	Less: NOL Absorb.							
	Less: NOL Abs. CRP							
	Less: Carryover CRP c/o							
2012	Contributions							
	Less: Allowed							
	Less: NOL Absorb. NOL Abs. CRP and MWD							
	Less: Carryover							
	Less: CRP c/o							
AMT charitable contributions								
Less: Charitable contributions allowed under regular tax calculation								
Charitable contributions adjustment to Form 6251, line 27								

SCHEDULE 8812
(Form 1040A
or 1040)

Child Tax Credit

OMB No. 1545-0074

2012

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.
▶ Information about Schedule 8812 and its separate instructions is at www.irs.gov/form1040.

Attachment
Sequence No. 47

Name(s) shown on return

Your social security number

GERALD E. FARRELL, JR. & NATALIE L. CAMPISI

Part I Filers Who Have Certain Child Dependent(s) with an ITIN (Individual Taxpayer Identification Number)

CAUTION Complete this part only for each dependent who has an ITIN and for whom you are claiming the child tax credit. If your dependent does not qualify for the credit, you cannot include that dependent in the calculation of this credit.

Answer the following questions for each dependent listed on Form 1040, line 6c; Form 1040A, line 6c; or Form 1040NR, line 7c; who has an ITIN (Individual Taxpayer Identification Number) and that you indicated qualified for the child tax credit by checking column (4) for that dependent.

- A For the first dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- B For the second dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- C For the third dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- D For the fourth dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No

Note. If you have more than four dependents identified with an ITIN and listed as a qualifying child for the child tax credit, see the instructions and check here

Part II Additional Child Tax Credit Filers

<p>1 1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51).</p> <p>1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33).</p> <p>1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 48).</p> <p>If you used Pub. 972, enter the amount from line 8 of the Child Tax Credit Worksheet in the publication.</p> <p>2 Enter the amount from Form 1040, line 51; Form 1040A, line 33; or Form 1040NR, line 48</p> <p>3 Subtract line 2 from line 1. If zero, stop; you cannot take this credit</p> <p>4a Earned income (see separate instructions)</p> <p>b Nontaxable combat pay (see separate instructions)</p> <p>5 Is the amount on line 4a more than \$3,000? <input type="checkbox"/> No. Leave line 5 blank and enter -0- on line 6. <input type="checkbox"/> Yes. Subtract \$3,000 from the amount on line 4a. Enter the result</p> <p>6 Multiply the amount on line 5 by 15% (.15) and enter the result</p> <p>Next. Do you have three or more qualifying children? <input type="checkbox"/> No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part III and enter the smaller of line 3 or line 6 on line 13. <input type="checkbox"/> Yes. If line 6 is equal to or more than line 3, skip Part III and enter the amount from line 3 on line 13. Otherwise, go to line 7.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;">1</td></tr> <tr><td style="width: 20px; height: 20px;">2</td></tr> <tr><td style="width: 20px; height: 20px;">3</td></tr> <tr><td style="width: 20px; height: 20px;">4a</td></tr> <tr><td style="width: 20px; height: 20px;">4b</td></tr> <tr><td style="width: 20px; height: 20px;">5</td></tr> <tr><td style="width: 20px; height: 20px;">6</td></tr> </table>	1	2	3	4a	4b	5	6
1								
2								
3								
4a								
4b								
5								
6								

LHA For Paperwork Reduction Act Notice, see the instructions.

Schedule 8812 (Form 1040A or 1040) 2012

Part III: Certain Filers Who Have Three or More Qualifying Children

7 Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see the instructions	7		
8 1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60. 1040A filers: Enter -0. 1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.	8		
9 Add lines 7 and 8	9		
10 1040 filers: Enter the total of the amounts from Form 1040, lines 64a and 69. 1040A filers: Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 41. (see separate instructions). 1040NR filers: Enter the amount from Form 1040NR, line 65.	10		
11 Subtract line 10 from line 9. If zero or less, enter -0-			11
12 Enter the larger of line 6 or line 11 Next, enter the smaller of line 8 or line 12 on line 13.			12
Part IV: Additional Child Tax Credit			
13 This is your additional child tax credit			13

Enter this amount on
Form 1040, line 65,
Form 1040A, line 39, or
Form 1040NR, line 63.

GERALD E. FARRELL, JR. (NATALIE L. CAMP (

FORM 1040

MISCELLANEOUS INCOME

STATEMENT 1

DESCRIPTION

AMOUNT

GERALD E. FARRELL, JR. (NATALIE L. CAMP

FORM 1040 SELF-EMPLOYED HEALTH INSURANCE DEDUCTION WORKSHEET STATEMENT 2

GERALD E. FARRELL, JR.

JERRY FARRELL JR

1	HEALTH INSURANCE PAYMENTS	_____
2	NET PROFIT FROM TRADE OR BUSINESS UNDER WHICH INSURANCE PLAN IS ESTABLISHED	_____
3	TOTAL OF ALL NET PROFITS AND EARNED INCOME .	_____
4	DIVIDE LINE 2 BY LINE 3	_____
5	DEDUCTIBLE PORTION OF SELF-EMPLOYMENT TAX. .	_____
6	LINE 4 TIMES LINE 5	_____
7	LINE 2 MINUS LINE 6	_____
8	SELF-EMPLOYED SEP, SIMPLE, AND QUALIFIED PLANS ATTRIBUTABLE TO TRADE OR BUSINESS NAMED ABOVE	_____
9	LINE 7 MINUS LINE 8	_____
10	FORM 2555, LINE 45 ATTRIBUTABLE TO THE TRADE OR BUSINESS NAMED ABOVE	_____
11	LINE 9 MINUS LINE 10	_____
12	SELF-EMPLOYED HEALTH INSURANCE DEDUCTION. LESSER OF LINE 1 OR LINE 11	_____

SCHEDULE A MEDICAL AND DENTAL EXPENSES STATEMENT 3

DESCRIPTION	AMOUNT

- 1 ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE.
CONNECTICUT
IF, FOR ALL OF 2012, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW JERSEY, RHODE ISLAND, OR WEST VIRGINIA (EXCEPT THE CITIES OF HUNTINGTON AND WILLIAMSTOWN), SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.
 - 2 DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS, COLORADO, GEORGIA, ILLINOIS, LOUISIANA, MISSOURI, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, UTAH, VIRGINIA, OR THE CITIES OF HUNTINGTON OR WILLIAMSTOWN, WEST VIRGINIA IN 2012?
IF NO, ENTER -0-.
IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.
 - 3 DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2012? RESIDENTS OF CALIFORNIA AND NEVADA SEE INSTRUCTIONS.
IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7.
IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.
WALLINGFORD
 - 4 DID YOU ENTER -0- ON LINE 2 ABOVE?
IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6.
IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.
 - 5 DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).
 - 6 DID YOU ENTER -0- ON LINE 2 ABOVE?
IF NO, MULTIPLY LINE 2 BY LINE 3.
IF YES, MULTIPLY LINE 1 BY LINE 5.
- 6A ADD LINE 1 AND LINE 6.
- 6B PART-YEAR DAYS RATE.
- 6C MULTIPLY LINE 6A BY LINE 6B.
- 7 ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.
 - 8 DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5 AND CHECK BOX "B" ON THAT LINE.

GERALD E. FARRELL, JR. (NATALIE L. CAMP (

SCHEDULE C CAR AND TRUCK EXPENSES STATEMENT 5

DESCRIPTION AMOUNT

TOTAL TO SCHEDULE C, LINE 9

SCHEDULE C OTHER COSTS OF GOODS SOLD STATEMENT 6

DESCRIPTION AMOUNT

TOTAL TO SCHEDULE C, LINE 39

SCHEDULE C CAR AND TRUCK EXPENSES STATEMENT 7

AMOUNT

STATEMENT 8

TOTAL
CAPITAL GAIN 28% GAIN

GERALD E. FARRELL, JR. (NATALIE L. CAMP

SCHEDULE SE NON-FARM INCOME STATEMENT 9

DESCRIPTION AMOUNT

SCHEDULE SE NON-FARM INCOME STATEMENT 10

DESCRIPTION AMOUNT

20

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:

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

GERALD E FARRELL JR N Dec.
NATALIE L CAMPISI N Dec.
54 NORTH ELM STREET N CT-2210
N CT-8379 N CT-1040CRC
WALLINGFORD CT 06492 -

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
- 2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
- 3. Add Line 1 and Line 2 3.
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
- 6. Income tax 6.
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
- 9. Connecticut alternative minimum tax (from Form CT-6251) 9.
- 10. Add Line 8 and Line 9. 10.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 58) 11.
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
- 16. Total tax: Add Line 14 and Line 15. 16.

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

241101
11-27-12



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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. -
 18b. -
 18c. -
 18d. -
 18e. -
 18f. -
 18g. -

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.
 19. All 2012 estimated tax payments and any overpayments applied from a prior year 19.
 20. Payments made with Form CT-1040 EXT 20.
 20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
 21. Total payments: Add Lines 18, 19, 20, and 20a. 21.
 22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.
 23. Amount of Line 22 you want applied to your 2013 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 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.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.
 Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28.

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Preparer's SSN or PTIN
Firm's name, address, and ZIP code		Telephone number	FEIN
• SAAS KIRWAN ASSOCIATES WALLINGFORD, CT 06492		• 203 2653948	

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)
• WILLIAM J. SAAS, CPA	• 203 2653948	• 0

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 35)	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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.		
		Col. A	Col. B
52. Qualifying jurisdiction's name and two-letter code	52.		
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.		

Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District	•	•	•
Description of Property	•	•	•
Date(s) Paid	•	•	•
Amount Paid	60.	61.	62.

63. Total property tax paid: Add Lines 60, 61, and 62. 63.

64. Maximum property tax credit allowed 64. •

65. Lesser of Line 63 or Line 64. 65. •

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68. 66. •

67. Line 65 multiplied by Line 66. 67. •

68. Line 67 subtracted from Line 65. 68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7) 69a.

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7) 69b.

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7) 69c.

69. Individual use tax: Add Lines 69a, 69b, and 69c. 69. •

Schedule 5 - Contributions to Designated Charities

70a. AR 70a.

70b. OT 70b.

70c. ES/W 70c.

70d. BCR 70d.

70e. SNS 70e.

70f. MFRF 70f.

70. Total Contributions: Add Lines 70a through 70f. 70. •

Taxpayer email

Form **1040** U.S. Individual Income Tax Return ⁽⁹⁹⁾ **2013** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning 2013, ending 20 See separate instructions.

Your first name and initial **GERALD E.** Last name **FARRELL JR** Your social security number

If a joint return, spouse's first name and initial **NATALIE L.** Last name **CAMPISI** Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. **54 NORTH ELM STREET** Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below. **WALLINGFORD, CT 06492** 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.

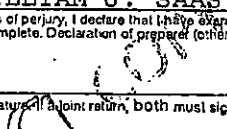

Foreign country name Foreign province/state/county Foreign postal code You Spouse

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

Exemptions c Yourself. If someone can claim you as a dependent, do not check box 6a Spouse Dependent: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) If child under age 17 qualifying for child tax credit

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13 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 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 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 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22

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 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 37 Subtract line 36 from line 22. This is your adjusted gross income 37

Tax and Credits		38	Amount from line 37 (adjusted gross income)	38
Standard Deduction for: <input type="checkbox"/> People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. <input type="checkbox"/> All others: Single or Married filing separately \$6,100 <input type="checkbox"/> Married filing jointly or Qualifying widow(er) \$12,200 <input type="checkbox"/> Head of household \$8,950	39a	Check <input type="checkbox"/> You were born before January 2, 1949, <input type="checkbox"/> Blind, <input type="checkbox"/> Spouse was born before January 2, 1949, <input type="checkbox"/> Blind. Total boxes checked ...	39a	
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here	39b	
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	
	41	Subtract line 40 from line 38	41	
	42	Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see Inst.	42	
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	
	44	Tax. Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	
	45	Alternative minimum tax. Attach Form 6251	45	
	46	Add lines 44 and 45	46	
	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 <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	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		
Other Taxes		56	Self-employment tax. Attach Schedule SE	56
57	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 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	Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Inst.; enter code(s)	60		
61	Add lines 55 through 60. This is your total tax	61		
Payments		62	Federal income tax withheld from Forms W-2 and 1099	62
63	2013 estimated tax payments and amount applied from 2012 return	63		
If you have a qualifying child, attach Schedule EIC.	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 <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	71		
72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments	72		
Refund		73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73
Direct deposit? See instructions.	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here	74a	
	b	Routing number: <input type="text"/> C Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Account number: <input type="text"/>		
75	Amount of line 73 you want applied to your 2014 estimated tax	75		
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)? <input checked="" type="checkbox"/> Yes. Complete below. <input type="checkbox"/> No		
Designee's name: WILLIAM J. SAAS, CPA Phone no: 203-265-3948 Personal identification number (PIN):				
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 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 & PUBLIC SERV. Daytime phone number: _____				
Spouse's signature: _____ Date: _____ Spouse's occupation: FINANCIAL SERVICES		If the IRS sent you an identity protection PIN, enter it here: _____		
Print/Type preparer's name: _____ Preparer's signature: _____ Date: _____ Check <input type="checkbox"/> self-employed <input type="checkbox"/> If PPN				
Paid Preparer Use Only Firm's name: SAAS KIRWAN ASSOCIATES Firm's EIN: 		Phone no: 203-265-3948		
Firm's address: 350 CENTER STREET - SUITE 210 WALLINGFORD, CT 06492				

Child Tax Credit Worksheet (keep for your records)

Name(s): First GERALD E. & NATALIE L. Last FARRELL SSN _____

Part 1

1. Number of qualifying children: 2 X \$1,000. Enter the result. 1

2. Enter the amount from Form 1040, line 38, Form 1040A, line 22, or Form 1040NR, line 37. 2

3. 1040 filers: Enter the total of any-
 • Exclusion of income from Puerto Rico, and
 • Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15.
 1040A and 1040NR filers: Enter -0-.

4. Add lines 2 and 3. Enter the total. 3

5. Enter the amount shown below for your filing status.
 • Married filing jointly - \$110,000
 • Single, head of household, or qualifying widow(er) - \$75,000
 • Married filing separately - \$55,000

6. Is the amount on line 4 more than the amount on line 5?
 No. Leave line 6 blank. Enter -0- on line 7.
 Yes. Subtract line 5 from line 4. 6
 If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000 (for example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc).

7. Multiply the amount on line 6 by 5% (.05). Enter the result. 7

8. Is the amount on line 1 more than the amount on line 7?
 No. **STOP**
 You cannot take the child tax credit on Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 48.
 Yes. Subtract line 7 from line 1. Enter the result. 8

Part 2

9. Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040NR, line 44. 9

10. 1040 filers: Enter the total of the amounts from lines 47 through 50.*
 1040A filers: Enter the total of the amounts from lines 29 through 32.
 1040NR filers: Enter the total of the amounts from lines 45 through 47.* 10

11. Are you claiming any of the following credits?
 • Residential energy efficient property credit, Form 5695, Part I.
 • Mortgage interest credit, Form 8396
 • Qualified adoption expenses, Form 8839
 • District of Columbia first-time homebuyer credit, Form 8859
 No. Enter the amount from line 10. 11
 Yes. Complete the Line 11 Worksheet to figure the amount to enter here.

12. Subtract line 11 from line 9. Enter the result. 12

13. Is the amount on line 8 of this worksheet more than the amount on line 12?
 No. Enter the amount from line 8. 13
 Yes. Enter the amount from line 12. 13 This is your child tax credit.

* Also include amounts from:
 Form 5695, line 30
 Form 8910, line 15
 Form 8936, line 23
 Schedule R, line 22

Child Tax Credit Line 11 Worksheet (keep for your records)

Name(s): First	Last	Your SSN
GERALD E. & NATALIE L.	FARRELL	

1. Enter the amount from line 8 of the *Child Tax Credit Worksheet*. 1 _____
2. Enter your taxable earned income from the worksheet below. 2 _____
3. Is the amount on line 2 more than \$3,000?
 - No. Leave line 3 blank, enter -0- on line 4, and go to line 5.
 - Yes. Subtract \$3,000 from the amount on line 2. Enter the result. 3 _____
4. Multiply the amount on line 3 by 15% (.15) and enter the result. 4 _____
5. Is the amount on line 1 of the *Child Tax Credit Worksheet* \$3,000 or more?
 - NO. If line 4 above is zero, enter the amount from line 1 on line 12. Do not complete the rest of this worksheet. Instead, go back to the *Child Tax Credit Worksheet* and do the following. Enter the amount from line 10 on line 11 and complete lines 12 and 13. If line 4 above is more than zero, leave lines 6 through 9 blank, enter -0- on line 10, and go to line 11.
 - Yes. If line 4 above is equal to or more than line 1 above, leave lines 6 through 9 blank, enter -0- on line 10, and go to line 11.
6. If your employer withheld or you paid Additional Medicare Tax or Tier I RRTA taxes, use the Additional Medicare Tax and RRTA Tax Worksheet. Otherwise enter:
 - Social security taxes from box 4, and
 - Medicare taxes from box 6.
7. 1040 and 1040NR Filers. Enter the total, including spouse's amounts if married filing jointly;
 - Amounts from Form 1040, lines 27 and 57, or Form 1040NR, line 65, and
 - Any taxes that you identified using code "UT" and entered on the dotted line next to Form 1040, line 50, or Form 1040NR, line 50.
 1040A Filers. Enter -0-.
8. Add lines 6 and 7. Enter the total. 6 _____
9. 1040 and 1040NR Filers. Enter the total amounts from Form 1040, lines 64a and 69 or Form 1040NR, line 65.
 - 1040A Filers. Enter the total of any -
 - Amount from 1040A, line 38a, and
 - Excess social security and RRTA taxes withheld that you entered to the left of Form 1040A, line 41.
10. Subtract line 9 from line 8. If the result is zero or less, enter -0-. 7 _____
11. Enter the larger of line 4 or line 10. 8 _____
12. Is the amount on line 11 of this worksheet more than the amount on line 1?
 - No. Subtract line 11 from line 1. Enter the result. 9 _____
 - Yes. Enter -0-. 10 _____

Next, figure the amount of any of the following credits that you are claiming. Use the amount from line 12 above when you are asked to enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 47.

- Residential energy efficient property credit, Form 5695, Part I.
- Mortgage interest credit, Form 8326
- Qualified adoption expenses, Form 8839
- District of Columbia first-time homebuyer credit, Form 8859

Then, go to line 13.

13. Enter the total of the amounts from -
 - Form 5695, line 15, and
 - Form 8326, line 6, and
 - Form 8839, line 16
 - Form 8859, line 3.
14. Enter the amount from line 10 of the *Child Tax Credit Worksheet*. 11 _____
15. Add lines 13 and 14. Enter the total here and on line 11 of the *Child Tax Credit Worksheet*. 12 _____

Taxable Earned Income Worksheet

1. a. Enter the amount from Form 1040, line 7, 1040A, line 7 or 1040NR, line 8 1a. _____
- b. Enter the amount of any nontaxable combat pay received. Also enter this amount on Form 8812, line 4b 1b. _____
2. a. Enter any statutory employee income reported on line 1 of Schedule C or C-EZ 2a. _____
- b. Enter any net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Reduce this amount by any unreimbursed nonfarm partnership expenses you deducted on Schedule E. Do not include any statutory employee income or any other amounts exempt from self-employment tax. 2b. _____
- c. Enter any net farm profit or (loss) from Schedule F, line 34, and from farm partnerships, Schedule K-1 (Form 1065), box 14, code A. Reduce this amount by any unreimbursed farm partnership expenses you deducted on Schedule E 2c. _____
- d. If you used the farm optional method to figure net earnings from self-employment, enter the amount from Schedule SE, Section B, line 15. Otherwise, skip this line and enter on line 2e the amount from line 2c. 2d. _____
- e. If line 2c is a profit, enter the smaller of line 2c or line 2d. If line 2c is a (loss), enter the (loss) from line 2c. 2e. _____
3. Combine lines 1a, 1b, 2a, 2b, and 2e. If zero or less, stop. Do not complete the rest of this worksheet. Instead, enter -0- on line 2 of the *Line 11 Worksheet* or line 4a of Form 8812, whichever applies 3. _____
4. Enter any amount included on line 1 that is:
 - a. A scholarship or fellowship grant not reported on Form W-2 4a. _____
 - b. For work done while an inmate in a penal institution 4b. _____
 - c. A pension or annuity from a nonqualified deferred compensation plan or a section 457 plan 4c. _____
5. a. Enter any amount included on line 3 that is also included on Form 2555, line 43, or Form 2555-EZ, line 18. Do not include any amount that is also included on line 4a, 4b, or 4c above 5a. _____
- b. Enter the amount, if any, from Form 2555, line 44, that is also deducted on Schedules C, C-EZ, or F, or included on Schedule E in partnership net income or (loss) 5b. _____
- c. Subtract line 5b from line 5a. 5c. _____
6. Enter the amount from Form 1040, line 27 6. _____
7. Add lines 4a through 4c, 5c, and 6 7. _____
8. Subtract line 7 from line 3 and enter on line 2 of the *Line 11 Worksheet* or line 4a of Form 8812 8. _____

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0074

2013

Attachment
Sequence No. 07

Name(s) shown on Form 1040

Your social security number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions) ... SEE STATEMENT 5	1	
	2	Enter amount from Form 1040, line 38	2	
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3	
4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				
Taxes You Paid	5 State and local (check only one box):			
	a	<input type="checkbox"/> Income taxes, or	5	
	b	<input checked="" type="checkbox"/> General sales taxes		
	6	Real estate taxes (see instructions)	6	
	7	Personal property taxes	7	
	8	Other taxes. List type and amount	8	
	9 Add lines 5 through 8			
	Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10
		11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	
Note. Your mortgage interest deduction may be limited (see instructions)		11		
12		Points not reported to you on Form 1098. See instructions for special rules	12	
13		Mortgage insurance premiums (see instructions)	13	
14		Investment interest. Attach Form 4952 if required. (See instructions.)	14	
15 Add lines 10 through 14				
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18	
	19 Add lines 16 through 18			19
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20	
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)		
	22	Tax preparation fees	21	
	23	Other expenses - investment, safe deposit box, etc. List type and amount	22	
			23	
	24 Add lines 21 through 23			24
	25	Enter amount from Form 1040, line 38	25	
	26	Multiply line 25 by 2% (.02)	26	
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount	27	
				28
Total Itemized Deductions	29	Is Form 1040, line 38, over \$150,000? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.	29	
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here		

SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No. 1545-0074

2013

Attachment
Sequence No. 08

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040A or 1040.

▶ Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/scheduleb.

Name(s) shown on return

Your social security number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Part I
Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶

Blank lines for listing interest payers.

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

2 Add the amounts on line 1
3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶

Table with columns for Amount and line numbers 1-4.

Note. If line 4 is over \$1,500, you must complete Part III.

Part II
Ordinary Dividends

5 List name of payer ▶

Blank lines for listing ordinary dividends payers.

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶

Table with columns for Amount and line numbers 5-6.

Note. If line 6 is over \$1,500, you must complete Part III.

Part III
Foreign Accounts and Trusts

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

7a At any time during 2013, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions. If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), formerly TD F 90-22.1 to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements. b If you are required to file FinCen Form 114, enter the name of the foreign country where the financial account is located. 8 During 2013, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions.

Table with Yes/No columns for questions 7a and 8.

327501 09-30-13

Interest and Dividend Summary

Name: GERALD E. FARRELL JR. & NATALIE L. CAMPISI

FEIN/SSN: 044-66-8454

Payer	Interest	Interest on U.S. Savings Bonds	Tax-Exempt Interest	Private Activity Interest	Original Issue Discount (OID)	Ordinary Dividends	Qualified Dividends	Capital Gain Distributions	Federal Income Tax Withheld	State Tax Withheld	Foreign Tax Paid
TOTALS											

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. 1545-0047

2013

Attachment
Sequence No. 09

Name of proprietor:

GERALD E. FARRELL JR

Social security number (SSN):

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions

LEGAL CONSULTING

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), (see instr.)

JERRY FARRELL JR

E Business address (including suite or room no.) ▶

City, town or post office, state, and ZIP code

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses Yes No

H If you started or acquired this business during 2013, check here

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No

J If "Yes," did you or will you file 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 <input type="checkbox"/>	1	
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	
4	Cost of goods sold (from line 42)	4	
5	Gross profit. Subtract line 4 from line 3	5	1
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	

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18	
9	Car and truck expenses (see instructions) STMT 7	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):	20	
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depreciation	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions) STMT 8	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	
				27 a	Other expenses (from line 48)	27a	
				b	Reserved for future use	27b	

28 Total expenses before expenses for business use of home. Add lines 8 through 27a

29 Tentative profit or (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).

Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____

Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

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 checked the box on line 1, see the line 31 instructions). 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.

LHA For Paperwork Reduction Act Notice, see the separate Instructions.

Schedule C (Form 1040) 2013

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? If "Yes," attach explanation Yes No

Table with 2 columns: Description and Amount. Rows include: 35 Inventory at beginning of year, 36 Purchases less cost of items withdrawn for personal use, 37 Cost of labor, 38 Materials and supplies, 39 Other costs (SEE STATEMENT 9), 40 Add lines 35 through 39, 41 Inventory at end of year, 42 Cost of goods sold.

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 2013, enter the number of miles you used your vehicle for: a Business b Commuting 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
47 a 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.

Table with 2 columns: Description and Amount. Multiple empty rows for listing expenses.

48 Total other expenses. Enter here and on line 27a 48

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. 1545-0047

2013

Attachment
Sequence No. 09

Name of proprietor

Social security number (SSN)

NATALIE L. CAMPISI

A Principal business or profession, including product or service (see instructions)

FINANCIAL SERVICES & CONSULTING

B Enter code from Instructions

C Business name, if no separate business name, leave blank.

NATALIE CAMPISI

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶ **54 NORTH ELM STREET**

City, town or post office, state, and ZIP code **WALLINGFORD, CT 06492**

F Accounting method: (1) (2) Accrual (3) Other (specify) ▶

G Did you materially participate in the operation of this business during 2013? If "No," see instructions for limit on losses

H If you started or acquired this business during 2013, check here

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions)

J If "Yes," did you or will you file 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

2 Returns and allowances

3 Subtract line 2 from line 1

4 Cost of goods sold (from line 42)

5 Gross profit. Subtract line 4 from line 3

6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)

7 Gross income. Add lines 5 and 6

Part II Expenses

Enter expenses for business use of your home only on line 30.

8 Advertising

9 Car and truck expenses

(see instructions) **STMT 1.0**

10 Commissions and fees

11 Contract labor (see instructions)

12 Depreciation

13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)

14 Employee benefit programs (other than on line 19)

15 Insurance (other than health)

16 Interest:

a Mortgage (paid to banks, etc.)

b Other

17 Legal and professional services

18 Office expense

19 Pension and profit-sharing plans

20 Rent or lease (see instructions):

a Vehicles, machinery, and equipment

b Other business property

21 Repairs and maintenance

22 Supplies (not included in Part III)

23 Taxes and licenses

24 Travel, meals, and entertainment:

a Travel

b Deductible meals and entertainment (see instructions)

25 Utilities

26 Wages (less employment credits)

27 a Other expenses (from line 48)

b Reserved for future use

28 Total expenses before expenses for business use of home. Add lines 8 through 27a

29 Tentative profit or (loss). Subtract line 28 from line 7

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).

Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____

Use the Simplified Method Worksheet in the Instructions to figure the amount to enter on line 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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040) 2013

3 All investment is at risk
32b Some investment is not at risk

Qualified Dividends and Capital Gain Tax Worksheet - Line 44

Keep for Your Records

Name(s) shown on return GERALD E. FARRELL JR & NATALIE L. CAMPISI	Your SSN
---	----------

Before you begin: See the instructions for Line 44 to see if you can use this worksheet to figure your tax.
 Before completing this worksheet, complete Form 1040 through line 43.
 If you do not have to file Schedule D and you received capital gain distributions, be sure you checked the box on line 13 of Form 1040.

1. Enter the amount from Form 1040, line 43. However, if you are filing Form 2555 or 2555-EZ (relating to foreign earned income), enter the amount from line 3 of the Foreign Earned Income Tax Worksheet	1.	
2. Enter the amount from Form 1040, line 9b*	2.	
3. Are you filing Schedule D?*	3.	
<input type="checkbox"/> Yes. Enter the smaller of line 15 or 16 of Schedule D. If either line 15 or line 16 is blank or a loss, enter -0-		
<input checked="" type="checkbox"/> No. Enter the amount from Form 1040, line 13		
4. Add lines 2 and 3	4.	
5. If filing Form 4952 (used to figure investment interest expense deduction), enter any amount from line 4g of that form. Otherwise, enter -0-	5.	0.
6. Subtract line 5 from line 4. If zero or less, enter -0-	6.	
7. Subtract line 6 from line 1. If zero or less, enter -0-	7.	
8. Enter: \$36,250 if single or married filing separately, \$72,500 if married filing jointly or qualifying widow(er), \$48,600 if head of household.	8.	
9. Enter the smaller of line 1 or line 8	9.	
10. Enter the smaller of line 7 or line 9	10.	
11. Subtract line 10 from line 9. This amount is taxed at 0%	11.	
12. Enter the smaller of line 1 or line 6	12.	
13. Enter the amount from line 11	13.	
14. Subtract line 13 from line 12	14.	
15. Enter: \$400,000 if single, \$225,000 if married filing separately, \$450,000 if married filing jointly or qualifying widow(er), \$425,000 if head of household.	15.	
16. Enter the smaller of line 1 or line 15	16.	
17. Add lines 7 and 11	17.	
18. Subtract line 17 from line 16. If zero or less, enter -0-	18.	
19. Enter the smaller of line 14 or line 18	19.	
20. Multiply line 19 by 15% (.15)	20.	
21. Add lines 11 and 19	21.	
22. Subtract line 21 from line 12	22.	
23. Multiply line 22 by 20% (.20)	23.	
24. Figure the tax on the amount on line 7. If the amount on line 7 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 7 is \$100,000 or more, use the Tax Computation Worksheet	24.	
25. Add lines 20, 23, and 24	25.	
26. Figure the tax on the amount on line 1. If the amount on line 1 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 1 is \$100,000 or more, use the Tax Computation Worksheet	26.	
27. Tax on all taxable income. Enter the smaller of line 25 or line 26. Also include this amount on Form 1040, line 44. If you are filing Form 2555 or 2555-EZ, do not enter this amount on Form 1040, line 44. Instead, enter it on line 4 of the Foreign Earned Income Tax Worksheet	27.	

*If you are filing Form 2555 or 2555-EZ, see the footnote in the Foreign Earned Income Tax Worksheet before completing this line.

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

Attach to Form 1040 or Form 1040NR.

OMB No 1545-0074

2013

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

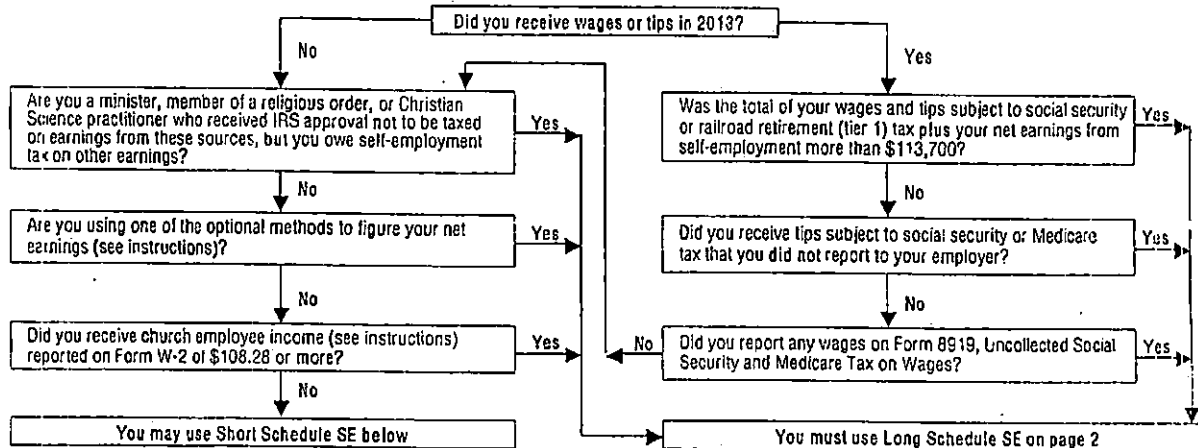
Social security number of
person with self-employment
income

GERALD E. FARRELL JR

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report STMT 1.1	2
3 Combine lines 1a, 1b, and 2	3
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4
5 Self-employment tax. If the amount on line 4 is: • \$113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$113,700, multiply line 4 by 2.9% (.029). Then, add \$14,098.80 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5
6 Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2013

SCHEDULE 8812
(Form 1040A
or 1040)

Child Tax Credit

OMB No 1545-0074

2013

Department of the Treasury
Internal Revenue Service (IRS)

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.
▶ Information about Schedule 8812 and its separate instructions is at
www.irs.gov/schedule8812.

Attachment
Sequence No. 47

Name(s) shown on return

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Your social security number

Part I Filers Who Have Certain Child Dependent(s) with an ITIN (Individual Taxpayer Identification Number)

CAUTION Complete this part only for each dependent who has an ITIN and for whom you are claiming the child tax credit. If your dependent does not qualify for the credit, you cannot include that dependent in the calculation of this credit.

Answer the following questions for each dependent listed on Form 1040, line 6c; Form 1040A, line 6c; or Form 1040NR, line 7c, who has an ITIN (Individual Taxpayer Identification Number) and that you indicated qualified for the child tax credit by checking column (4) for that dependent.

- A For the first dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- B For the second dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- C For the third dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No
- D For the fourth dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.
 Yes No

Note. If you have more than four dependents identified with an ITIN and listed as a qualifying child for the child tax credit, see the instructions and check here

Part II Additional Child Tax Credit Filers

- 1 1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the Instructions for Form 1040, line 51).
- 1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33).
- 1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the Instructions for Form 1040NR, line 48).

If you used Pub. 972, enter the amount from line 8 of the Child Tax Credit Worksheet in the publication.

- 2 Enter the amount from Form 1040, line 51; Form 1040A, line 33; or Form 1040NR, line 48
- 3 Subtract line 2 from line 1. If zero, stop; you cannot take this credit
- 4a Earned income (see separate instructions) **4a**
- b Nontaxable combat pay (see separate instructions) **4b**
- 5 Is the amount on line 4a more than \$3,000?
 No. Leave line 5 blank and enter -0- on line 6.
 Yes. Subtract \$3,000 from the amount on line 4a. Enter the result **5**
- 6 Multiply the amount on line 5 by 15% (.15) and enter the result
Next, do you have three or more qualifying children?
 No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part III and enter the smaller of line 3 or line 6 on line 13.
 Yes. If line 6 is equal to or more than line 3, skip Part III and enter the amount from line 3 on line 13. Otherwise, go to line 7.

1	
2	
3	
4a	
4b	
5	
6	

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 8812 (Form 1040A or 1040) 2013

Part III Certain Filers Who Have Three or More Qualifying Children

<p>7 Withheld social security, Medicare, and Additional Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If your employer withheld or you paid Additional Medicare Tax or tier I RRTA taxes, see the instructions</p>	7	
<p>8 1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60.</p>	8	
<p>1040A filers: Enter -0-</p>		
<p>1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.</p>		
<p>9 Add lines 7 and 8</p>	9	
<p>10 1040 filers: Enter the total of the amounts from Form 1040, lines 64a and 69.</p> <p>1040A filers: Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier I RRTA taxes withheld that you entered to the left of line 41 (see separate instructions).</p> <p>1040NR filers: Enter the amount from Form 1040NR, line 65.</p>	10	
<p>11 Subtract line 10 from line 9. If zero or less, enter -0-</p>		11
<p>12 Enter the larger of line 6 or line 11</p> <p>Next, enter the smaller of line 3 or line 12 on line 13.</p>		12

Part IV Additional Child Tax Credit

<p>13 This is your additional child tax credit</p>	13
--	----

Enter this amount on
Form 1040, line 63,
Form 1040A, line 39, or
Form 1040NR, line 63

GERALD E. FARRELL JR & NATALIE L. CAMPIS

FORM 1040 IRA DISTRIBUTIONS STATEMENT 1

NAME OF PAYER	GROSS DISTRIBUTION	TAXABLE AMOUNT

SCHEDULE D CAPITAL GAIN DISTRIBUTIONS STATEMENT 2

NAME OF PAYER	TOTAL CAPITAL GAIN	28% GAIN

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 3

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS

GERALD E. FARRELL JR & NATALIE L. CAMPIS

FORM 1040 SELF-EMPLOYED HEALTH INSURANCE DEDUCTION WORKSHEET STATEMENT 4

GERALD E. FARRELL JR

JERRY FARRELL JR

1	HEALTH INSURANCE PAYMENTS	
2	NET PROFIT FROM TRADE OR BUSINESS UNDER WHICH INSURANCE PLAN IS ESTABLISHED	
3	TOTAL OF ALL NET PROFITS AND EARNED INCOME .	
4	DIVIDE LINE 2 BY LINE 3	
5	DEDUCTIBLE PORTION OF SELF-EMPLOYMENT TAX. .	
6	LINE 4 TIMES LINE 5	
7	LINE 2 MINUS LINE 6	
8	SELF-EMPLOYED SEP, SIMPLE, AND QUALIFIED PLANS ATTRIBUTABLE TO TRADE OR BUSINESS NAMED ABOVE	
9	LINE 7 MINUS LINE 8	
10	FORM 2555, LINE 45 ATTRIBUTABLE TO THE TRADE OR BUSINESS NAMED ABOVE	
11	LINE 9 MINUS LINE 10	
12	SELF-EMPLOYED HEALTH INSURANCE DEDUCTION. LESSER OF LINE 11 OR LINE 12	

SCHEDULE A MEDICAL AND DENTAL EXPENSES STATEMENT 5

DESCRIPTION	AMOUNT

GERALD E. FARRELL JR & NATALIE L. CAMPIS

SCHEDULE A

GENERAL SALES TAX DEDUCTION WORKSHEET

STATEMENT 5

ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE.

CONNECTICUT

IF, FOR ALL OF 2013, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW JERSEY, OR RHODE ISLAND, SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7.

OTHERWISE, GO TO LINE 2.

DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS, COLORADO, GEORGIA, ILLINOIS, LOUISIANA, MISSOURI, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, UTAH, VIRGINIA, OR WEST VIRGINIA IN 2013?

IF NO, ENTER -0-.

IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.

DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2013? RESIDENTS OF CALIFORNIA AND NEVADA SEE INSTRUCTIONS.

IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7.

IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT THE PERCENTAGE SIGN.

WALLINGFORD

DID YOU ENTER -0- ON LINE 2 ABOVE?

IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6.

IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT THE PERCENTAGE SIGN.

DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).

DID YOU ENTER -0- ON LINE 2 ABOVE?

IF NO, MULTIPLY LINE 2 BY LINE 3.

IF YES, MULTIPLY LINE 1 BY LINE 5.

A ADD LINE 1 AND LINE 6.

B PART-YEAR DAYS RATE.

C MULTIPLY LINE 6A BY LINE 6B.

ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.

DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5 AND CHECK BOX "B" ON THAT LINE.

STATEMENT(S) 6

GERALD E. FARRELL JR & NATALIE L. CAMPIS

SCHEDULE C CAR AND TRUCK EXPENSES STATEMENT 7

DESCRIPTION AMOUNT

SCHEDULE C DEPRECIATION STATEMENT 8

DESCRIPTION AMOUNT

SCHEDULE C OTHER COSTS OF GOODS SOLD STATEMENT 9

DESCRIPTION AMOUNT

19

SCHEDULE C CAR AND TRUCK EXPENSES STATEMENT 10

DESCRIPTION AMOUNT

GERALD E. FARRELL JR & NATALIE L. CAMPIS

SCHEDULE SE NON-FARM INCOME STATEMENT 11

DESCRIPTION AMOUNT

20

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning:

2013 and ending:

N S Y FJ

N FS

N HH

N QW

COPY

GERALD E FARRELL JR N Dec.
NATALIE L CAMPISI N Dec.
54 NORTH ELM STREET N CT-2210
N CT-8379 N CT-1040CRC
WALLINGFORD CT 06492 -

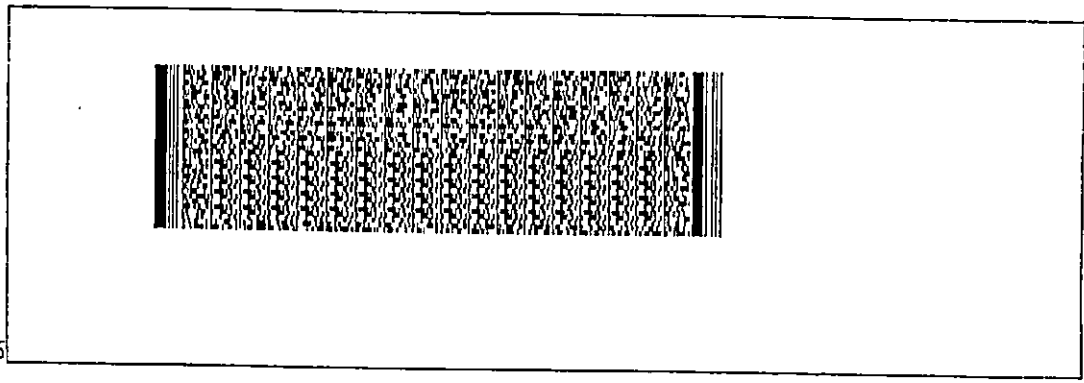
1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.



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



341101
12-15-13



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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. -
18b. -
18c. -
18d. -
18e. -
18f. -
18g. -

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 18.
19. All 2013 estimated tax payments and any overpayments applied from a prior year 19.
20. Payments made with Form CT-1040 EXT 20.
20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
21. Total payments: Add Lines 18, 19, 20, and 20a. 21.
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.
23. Amount of Line 22 you want applied to your 2014 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
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. 25e. Debit card 25e.

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.
27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.
28. If late: Interest entered. 28.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).
29. Interest on underpayment of estimated tax (from Form CT-2210) 29.
30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
Spouse's signature (if joint return)		Date	Daytime telephone number
Paid preparer's signature		Date	Preparer's SSN or PTIN
Firm's name, address, and ZIP code		Telephone number	FEIN
• SAAS KIRWAN ASSOCIATES WALLINGFORD, CT 06492		• 203 2653948	

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)
• WILLIAM J. SAAS, CPA	• 203 2653948	• [REDACTED]

Sign Here
Keep a copy for your records.

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 35) 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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

- 51. Modified Connecticut adjusted gross income 51.
- | | Col. A | Col. B |
|--|--------|--------|
| 52. Qualifying jurisdiction's name and two-letter code 52. • | | |
| 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. | | |

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District	•	•	•
Description of Property	•	•	•
Date(s) Paid	•	•	•
Amount Paid	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. *
65. Lesser of Line 63 or Line 64.			65. •
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. *
67. Line 65 multiplied by Line 66.			67. *
68. Line 67 subtracted from Line 65.			68

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. •

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70. •

Taxpayer email

Form **1040** U.S. Individual Income Tax Return ⁽⁹⁹⁾ **2014**

OMB No. 1545-0047 IRS Use Only - Do not write or stamp in this space.

For the year Jan. 1-Dec. 31, 2014, or other tax year beginning

2014, ending 20

See separate instructions

Your first name and initial

GERALD E.

Last name

FARRELL JR

Your social security number

If a joint return, spouse's first name and initial

NATALIE L.

Last name

CAMPISI

Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.

54 NORTH ELM STREET

Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below.

WALLINGFORD, CT 06492

▲ Make sure the SSN(s) above and on line 6c are correct.

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.

Foreign country name

Foreign province/state/county

Foreign postal code

You Spouse

Filing Status

- 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). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
- 5 Qualifying widow(er) with dependent child

Check only one box.

Exemptions

- 6a Yourself. If someone can claim you as a dependent, do not check box 6a
- 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 qualifying for child tax credit
[REDACTED]				

Boxes checked on 6a and 6b
No. of children on 6c who:
• lived with you
• did not live with you due to divorce or separation (see instructions)

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

Dependents on 6c not entered above

Add numbers on lines above ▶

d Total number of exemptions claimed

Income

- 7 Wages, salaries, tips, etc. Attach Form(s) W-2
- 8a Taxable interest. Attach Schedule B if required
- b Tax-exempt interest. Do not include on line 8a
- 9a Ordinary dividends. Attach Schedule B if required
- b Qualified dividends
- 10 Taxable refunds, credits, or offsets of state and local income taxes
- 11 Alimony received
- 12 Business income or (loss). Attach Schedule C or C-EZ
- 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶
- 14 Other gains or (losses). Attach Form 4797
- 15a IRA distributions
- 16a Pensions and annuities
- 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E
- 18 Farm income or (loss). Attach Schedule F
- 19 Unemployment compensation
- 20a Social security benefits
- 21 Other income. List type and amount
- 22 Combine the amounts in the far right column for lines 7 through 21. This is your total 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.

Adjusted Gross Income

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

410031 12-31-14

GERALD E. FARRELL JR & NATALIE L. CAMPI

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38

39a Check You were born before January 2, 1950, Blind. Total boxes checked 39a

if: Spouse was born before January 2, 1950, Blind. 39b

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 6d. Otherwise, see inst. 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax. Check if any from: a Form(s) 8814 b Form 4972 c 44

45 Alternative minimum tax. Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8962 46

47 Add lines 44, 45, and 46 47

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required 52

53 Residential energy credits. Attach Form 5695 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- 56

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Inst.; enter code(s) 62

63 Add lines 56 through 62. This is your total tax 63

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64

65 2014 estimated tax payments and amount applied from 2013 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit: from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form: a 2439 b Reserved c Reserved d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments 74

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here 76a

Routing b number c Type: Checking Savings d number

77 Amount of line 75 you want applied to your 2015 estimated tax 77

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions 78

79 Estimated tax penalty (see instructions) 79 18.

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name: **WILLIAM J. SAAS, CPA** Phone no: **203-265-3948** Personal identification number (PIN):

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 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 & PUBLIC SERV.** Daytime phone number: _____

Spouse's signature (if a joint return, both must sign): _____ Date: _____ Spouse's occupation: **FINANCIAL SERVICES** If the IRS sent you an identity protection PIN, enter it here: _____

Print/Type preparer's name: _____ Preparer's signature: _____ Date: _____ Check if self-employed PTIN: _____

Paid Preparer Use Only

Firm's name: **SAAS KIRWAN ASSOCIATES** Firm's EIN: _____

350 CENTER STREET - SUITE 210 Phone no: **203-265-3948**

WATERINGFORD, CT 06492

Child Tax Credit Worksheet (keep for your records)

Name(s): First GERALD E. & NATALIE L. Last FARRELL Your SSN _____

Part 1

1. Number of qualifying children: _____ X \$1,000. Enter the result. _____
2. Enter the amount from Form 1040, line 38, Form 1040A, line 22, or Form 1040NR, line 37. _____ 2 _____
3. 1040 filers: Enter the total of any-
 - Exclusion of income from Puerto Rico, and
 - Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15.
 1040A and 1040NR filers: Enter -0-. _____ 3 _____
4. Add lines 2 and 3. Enter the total. _____ 4 _____
5. Enter the amount shown below for your filing status.
 - Married filing jointly - \$10,000
 - Single, head of household, or qualifying widow(er) - \$75,000
 - Married filing separately - \$55,000
 _____ 5 _____
6. Is the amount on line 4 more than the amount on line 5?
 - No. Leave line 6 blank. Enter -0- on line 7.
 - Yes. Subtract line 5 from line 4. _____ 6 _____
 If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000 (for example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc).
7. Multiply the amount on line 6 by 5% (.05). Enter the result. _____ 7 _____
8. Is the amount on line 1 more than the amount on line 7?
 - No. **STOP**
 - You cannot take the child tax credit on Form 1040, line 52, Form 1040A, line 35, or Form 1040NR, line 49.
 - Yes. Subtract line 7 from line 1. Enter the result. _____ 8 _____

Part 2

9. Enter the amount from Form 1040, line 47, Form 1040A, line 30, or Form 1040NR, line 45. _____ 9 _____
10. 1040 filers: Enter the total of the amounts from lines 48 through 51.*
 1040A filers: Enter the total of the amounts from lines 31 through 34.
 1040NR filers: Enter the total of the amounts from lines 46 through 48.* _____ 10 _____
11. Are you claiming any of the following credits?
 - Residential energy efficient property credit, Form 5695, Part I.
 - Mortgage interest credit, Form 8396
 - Qualified adoption expenses, Form 8839
 - District of Columbia first-time homebuyer credit, Form 8859 No. Enter the amount from line 10, _____ 11 _____
 Yes. Complete the Line 11 Worksheet to figure the amount to enter here.
12. Subtract line 11 from line 9. Enter the result. _____ 12 _____
13. Is the amount on line 8 of this worksheet more than the amount on line 12?
 - No. Enter the amount from line 8. _____
 - Yes. Enter the amount from line 12. _____
 This is your child tax credit. _____ 13 _____

* Also include amounts from:
 Form 5695, line 30
 Form 8910, line 15
 Form 8936, line 23
 Schedule R, line 22

Form **2210**

Department of the Treasury
Internal Revenue Service

Underpayment of Estimated Tax by Individuals, Estates, and Trusts

Information about Form 2210 and its separate instructions is at www.irs.gov/form2210.

Attach to Form 1040, 1040A, 1040NR, 1040NR-EZ, or 1041.

CMB No. 1545-0074

2014

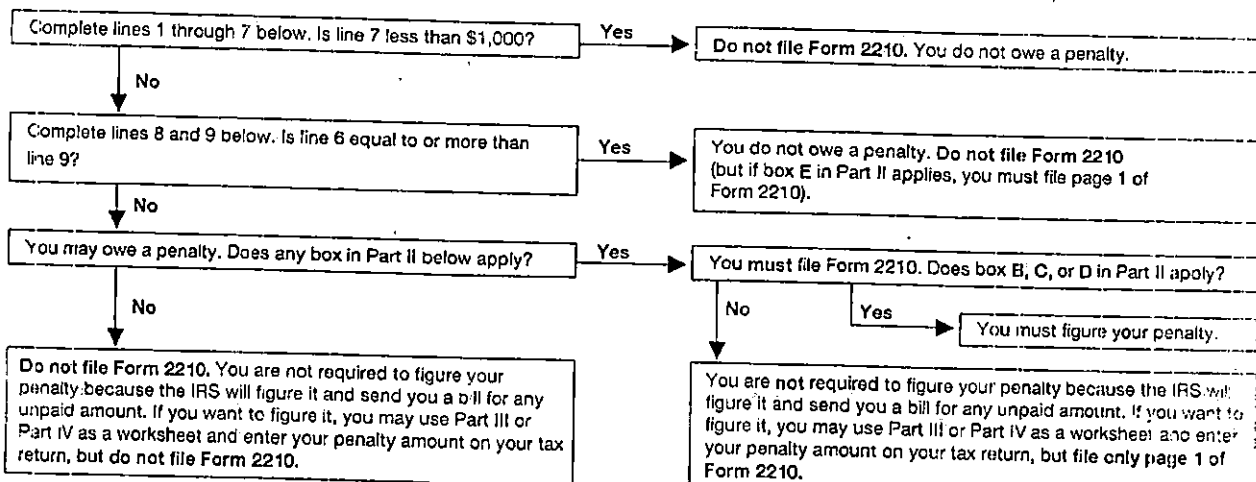
Attachment
Sequence No. 06

Name(s) shown on tax return

Identifying number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Do You Have To File Form 2210?



Part I Required Annual Payment

1	Enter your 2014 tax after credits from Form 1040, line 56 (see instructions if not filing Form 1040)	1
2	Other taxes, including self-employment tax and, if applicable, Additional Medicare Tax and/or Net Investment income tax (see instructions)	2
3	Refundable credits, including the premium tax credit (see instructions)	3
4	Current year tax. Combine lines 1, 2, and 3. If less than \$1,000, stop; you do not owe a penalty. Do not file Form 2210	4
5	Multiply line 4 by 90% (.90)	5
6	Withholding taxes. Do not include estimated tax payments (see instructions)	6
7	Subtract line 6 from line 4. If less than \$1,000, stop; you do not owe a penalty. Do not file Form 2210	7
8	Maximum required annual payment based on prior year's tax (see instructions)	8
9	Required annual payment. Enter the smaller of line 5 or line 8	9

- Next: Is line 9 more than line 6?
- No.** You do not owe a penalty. Do not file Form 2210 unless box E below applies.
- Yes.** You may owe a penalty, but do not file Form 2210 unless one or more boxes in Part II below applies.
- If box B, C, or D applies, you must figure your penalty and file Form 2210.
 - If box A or E applies (but not B, C, or D) file only page 1 of Form 2210. You are not required to figure your penalty; the IRS will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or IV as a worksheet and enter your penalty on your tax return, but file only page 1 of Form 2210.

Part II Reasons for Filing. Check applicable boxes. If none apply, do not file Form 2210.

- A You request a waiver (see instructions) of your entire penalty. You must check this box and file page 1 of Form 2210, but you are not required to figure your penalty.
- B You request a waiver (see instructions) of part of your penalty. You must figure your penalty and waiver amount and file Form 2210.
- C Your income varied during the year and your penalty is reduced or eliminated when figured using the annualized income installment method. You must figure the penalty using Schedule AI and file Form 2210.
- D Your penalty is lower when figured by treating the federal income tax withheld from your income as paid on the dates it was actually withheld, instead of on equal amounts on the payment due dates. You must figure your penalty and file Form 2210.
- E You filed or are filing a joint return for either 2013 or 2014, but not for both years, and line 8 above is smaller than line 5 above. You must file page 1 of Form 2210, but you are not required to figure your penalty (unless box B, C, or D applies).

LHA For Paperwork Reduction Act Notice, see separate instructions.

Form 2210 (2014)

Part IV Regular Method (See the instructions if you are filing Form 1040NR or 1040NR-EZ.)

Section A - Figure Your Underpayment	Payment Due Dates			
	(a) 4/15/14	(b) 6/15/14	(c) 9/15/14	(d) 1/15/15
18 Required installments. If box C in Part II applies, enter the amounts from Schedule AI, line 25. Otherwise, enter 25% (.25) of line 9, Form 2210, in each column	18			
19 Estimated tax paid and tax withheld. For column (a) only, also enter the amount from line 19 on line 23. If line 19 is equal to or more than line 23 for all payment periods, stop here; you do not owe a penalty. Do not file Form 2210 unless you checked a box in Part II. Complete lines 20 through 26 of one column before going to line 20 of the next column.	19			
20 Enter the amount, if any, from line 26 in the previous column	20			
21 Add lines 19 and 20	21			
22 Add the amounts on lines 24 and 25 in the previous column	22			
23 Subtract line 22 from line 21. If zero or less, enter -0-. For column (a) only, enter the amount from line 19	23			
24 If line 23 is zero, subtract line 21 from line 22. Otherwise, enter -0-	24			
25 Underpayment. If line 18 is equal to or more than line 23, subtract line 23 from line 18. Then go to line 20 of the next column. Otherwise, go to line 26	25			
26 Overpayment. If line 23 is more than line 18, subtract line 18 from line 23. Then go to line 20 of the next column	26			
Section B - Figure the Penalty (Use the Worksheet for Form 2210, Part IV, Section B - Figure the Penalty in the instructions.)				
27 Penalty. Enter the total penalty from line 14 of the Worksheet for Form 2210, Part IV, Section B - Figure the Penalty. Also include this amount on Form 1040, line 79; Form 1040A, line 51; Form 1040NR, line 76; Form 1040NR-EZ, line 26; or Form 1041, line 26. Do not file Form 2210 unless you checked a box in Part II	27			

Form 2210 2014

SEE ATTACHED WORKSHEET

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on Form 1040

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0044

2014
Attachment
Sequence No. 07

Your social security number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.	
1	Medical and dental expenses (see instructions)		
2	Enter amount from Form 1040, line 38		
3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1950, multiply line 2 by 7.5% (.075) instead		
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		
Taxes You Paid		5 State and local (check only one box):	
a	<input checked="" type="checkbox"/> Income taxes, or	5	
b	<input type="checkbox"/> General sales taxes	6	
6	Real estate taxes (see instructions)	6	
7	Personal property taxes	7	
8	Other taxes. List type and amount	8	
9	Add lines 5 through 8		
Interest You Paid		10 Home mortgage interest and points reported to you on Form 1098	
11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	10	
Note. Your mortgage interest deduction may be limited (see instructions).		11	
12	Points not reported to you on Form 1098. See instructions for special rules	12	
13	Mortgage insurance premiums (see instructions)	13	
14	Investment interest. Attach Form 4952 if required. (See instructions.)	14	
15	Add lines 10 through 14		
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions	
17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	16	
18	Carryover from prior year	17	
19	Add lines 16 through 18	18	
Casualty and Theft Losses		20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)	
Job Expenses and Certain Miscellaneous Deductions		21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)	
22	Tax preparation fees	21	
23	Other expenses - investment, safe deposit box, etc. List type and amount	22	
24	Add lines 21 through 23	23	
25	Enter amount from Form 1040, line 38	24	
26	Multiply line 25 by 2% (.02)	25	
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	26	
Other Miscellaneous Deductions		28 Other - from list in instructions. List type and amount	
29	Is Form 1040, line 38, over \$152,525? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.	27	
Total Itemized Deductions		30 If you elect to itemize deductions even though they are less than your standard deduction, check here	

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (69)
Name(s) shown on return

Interest and Ordinary Dividends

Attach to Form 1040A or 1040.

Information about Schedule B and its instructions is at www.irs.gov/scheduleb

OMB No. 1545-0074

2014
Attachment
Sequence No. 08

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Your social security number

Part I
Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address

Amount

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

2 Add the amounts on line 1
3 Excludable interest on series EE and U.S. savings bonds issued after 1989. Attach Form 8815
4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

Note. If line 4 is over \$1,500, you must complete Part III.

Part II
Ordinary
Dividends

5 List name of payer

Amount

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

Note. If line 6 is over \$1,500, you must complete Part III.

Part III
Foreign
Accounts
and
Trusts

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

Yes No

7a At any time during 2014, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions if "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements

b If you are required to file FinCen Form 114, enter the name of the foreign country where the financial account is located

8 During 2014, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions

427901
11-C7-14

**SCHEDULE C
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0047

2014

Attachment
Sequence No. 09

Name of proprietor

GERALD E. FARRELL JR

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)

LEGAL CONSULTING

B Enter code from instructions

C Business name. If no separate business name, leave blank.

JERRY FARRELL JR

D Employer ID number (EIN), (see instructions)

E Business address (including suite or room no., city, town or post office, state, and ZIP code)

F Accounting method:

G Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on losses

H If you started or acquired this business during 2014, check here

I Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions)

J If "Yes," did you or will you file required Forms 1099?

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	<input type="checkbox"/>	1
2	Returns and allowances		2
3	Subtract line 2 from line 1		3
4	Cost of goods sold (from line 42)		4
5	Gross profit. Subtract line 4 from line 3		5
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

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	Office expense	18
9	Car and truck expenses (see instructions) STMT 8	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	Depreciation	12	b Other business property	20b
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions) STMT 9	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	25	a Travel	24a
b Other	16b	26	b Deductible meals and entertainment (see instructions)	24b
17	Legal and professional services	17	27 Utilities	25
28	Total expenses before expenses for business use of home. Add lines 8 through 27a	28	26 Wages (less employment credits)	26
29	Tentative profit or (loss). Subtract line 28 from line 7	29	27 a Other expenses (from line 48)	27a
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home; _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	b Reserved for future use	27b
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31		
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 checked the box on line 1, see the line 31 instructions). 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.

2014 DEPRECIATION AND AMORTIZATION REPORT
 JERRY FARRELL JR

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction

**SCHEDULE C
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0047

2014
Attachment
Sequence No. 09

Name of proprietor
NATALIE L. CAMPISI

Social security number (SSN) _____

A Principal business or profession, including product or service (see instructions)
FINANCIAL SERVICES & CONSULTING

B Enter code from instructions _____

C Business name. If no separate business name, leave blank.
NATALIE CAMPISI

D Employer ID number (EIN) (see instructions) _____

E Business address (including suite or room no.)
City, town or post office, state, and ZIP code _____

F Accounting method: (1) Cash (2) Accrual (3) Other (specify) _____

G Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on losses _____

H If you started or acquired this business during 2014, check here

I Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions)

J If "Yes," did you or will you file 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 <input type="checkbox"/>	1
2	Returns and allowances	2
3	Subtract line 2 from line 1	3
4	Cost of goods sold (from line 42)	4
5	Gross profit. Subtract line 4 from line 3	5
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

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	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
28	Total expenses before expenses for business use of home. Add lines 8 through 27a	28	26	Wages (less employment credits)	26
29	Tentative profit or (loss). Subtract line 28 from line 7	29	27 a	Other expenses (from line 48)	27a
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only; enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	b	Reserved for future use	27b
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 checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31			
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 checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 8198. Your loss may be limited.		32a	<input type="checkbox"/> All investment is at risk	
			32b	<input type="checkbox"/> Some investment is not at risk	

LHA For Paperwork Reduction Act Notice, see the separate instructions.

**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/schedule.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0047

2014

Attachment
Sequence No. 12

Name(s) shown on return

Your social security number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below.
This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(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)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
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
7 Net short-term capital gain or (loss). Combine lines 1a 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 page 2				7

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below.
This form may be easier to complete if you round off cents to whole dollars.

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
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
13 Capital gain distributions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on page 2				15

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule D (Form 1040) 2014

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> 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	
<p>17 Are lines 15 and 16 both gains?</p> <p><input checked="" type="checkbox"/> Yes. Go to line 18.</p> <p><input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>		
<p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions</p>	▶	18
<p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions</p>	▶	19
<p>20 Are lines 18 and 19 both zero or blank?</p> <p><input checked="" type="checkbox"/> 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.</p> <p><input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.</p>		
<p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> The loss on line 16 or (\$3,000), or if married filing separately, (\$1,500) 	}	21
<p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p>		
<p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p>		

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 no.

GERALD E. FARRELL JR & NATALIE L. CAMPISI

Before you check Box D, E, or F below, see whether you received any Form(s) 1099-B or substitute statement(s) from your broker. A substitute statement will have the same information as Form 1099-B. Either may show your basis (usually your cost) even if your broker did not report it to the IRS. Brokers must report basis to the IRS for most stock you bought in 2011 or later (and for certain debt instruments you bought in 2014 or later).

Part II Long-Term. Transactions involving capital assets you held more than 1 year are long term. For short-term transactions, see page 1. Note. You may aggregate all long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the total directly on Schedule D, line 8a; you are not required to report these transactions on Form 8949 (see instructions).

You must check Box D, E, or F 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.

- (D) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)
(E) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
(F) Long-term transactions not reported to you on Form 1099-B

Table with 7 main columns: (a) Description of property, (b) Date acquired, (c) Date sold or disposed, (d) Proceeds (sales price), (e) Cost or other basis, (f) Adjustment codes, (g) Amount of adjustment, (h) Gain or (loss). Includes a sub-column for (f) Code(s) and (g) Amount of adjustment.

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 8b (if Box D above is checked), line 9 (if Box E above is checked), or line 10 (if Box F above is checked)

Note. If you checked Box D 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.

Qualified Dividends and Capital Gain Tax Worksheet - Line 44

Keep for Your Records

Name(s) shown on return GERALD E. FARRELL JR & NATALIE L. CAMPISI	Your SSN
---	----------

Before you begin: ✓ See the instructions for line 44 to see if you can use this worksheet to figure your tax.
 ✓ Before completing this worksheet, complete Form 1040 through line 43.
 ✓ If you do not have to file Schedule D and you received capital gain distributions, be sure you checked the box on line 13 of Form 1040.

1. Enter the amount from Form 1040, line 43. However, if you are filing Form 2555 or 2555-EZ (relating to foreign earned income), enter the amount from line 3 of the Foreign Earned Income Tax Worksheet	1.	
2. Enter the amount from Form 1040, line 9b*	2.	
3. Are you filing Schedule D?*		
<input checked="" type="checkbox"/> Yes. Enter the smaller of line 15 or 16 of Schedule D, if either line 15 or line 16 is blank or a loss, enter -0-	3.	
<input type="checkbox"/> No. Enter the amount from Form 1040, line 13		
4. Add lines 2 and 3	4.	
5. If filing Form 4952 (used to figure investment interest expense deduction), enter any amount from line 4g of that form. Otherwise, enter -0-	5.	
6. Subtract line 5 from line 4. If zero or less, enter -0-	6.	
7. Subtract line 6 from line 1. If zero or less, enter -0-	7.	
8. Enter:		
\$ 36,900 if single or married filing separately,	}	
\$ 73,800 if married filing jointly or qualifying widow(er),		8.
\$ 49,400 if head of household.		
9. Enter the smaller of line 1 or line 8	9.	
10. Enter the smaller of line 7 or line 9	10.	
11. Subtract line 10 from line 9. This amount is taxed at 0%	11.	
12. Enter the smaller of line 1 or line 6	12.	
13. Enter the amount from line 11	13.	
14. Subtract line 13 from line 12	14.	
15. Enter:		
\$ 406,750 if single,	}	
\$ 228,800 if married filing separately,		15.
\$ 457,600 if married filing jointly or qualifying widow(er),		
\$ 432,200 if head of household.		
16. Enter the smaller of line 1 or line 15	16.	
17. Add lines 7 and 11	17.	
18. Subtract line 17 from line 16. If zero or less, enter -0-	18.	
19. Enter the smaller of line 14 or line 18	19.	
20. Multiply line 19 by 15% (.15)	20.	
21. Add lines 11 and 19	21.	
22. Subtract line 21 from line 12	22.	
23. Multiply line 22 by 20% (.20)	23.	
24. Figure the tax on the amount on line 7. If the amount on line 7 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 7 is \$100,000 or more, use the Tax Computation Worksheet	24.	
25. Add lines 20, 23, and 24	25.	
26. Figure the tax on the amount on line 1. If the amount on line 1 is less than \$100,000, use the Tax Table to figure the tax. If the amount on line 1 is \$100,000 or more, use the Tax Computation Worksheet	26.	
27. Tax on all taxable income. Enter the smaller of line 25 or line 26. Also include this amount on Form 1040, line 44. If you are filing Form 2555 or 2555-EZ, do not enter this amount on Form 1040, line 44. Instead, enter it on line 4 of the Foreign Earned Income Tax Worksheet	27.	

*If you are filing Form 2555 or 2555-EZ, see the footnote in the Foreign Earned Income Tax Worksheet before completing this line.

**SCHEDULE SE
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

► Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.
► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2014

Attachment
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040 or Form 1040NR)

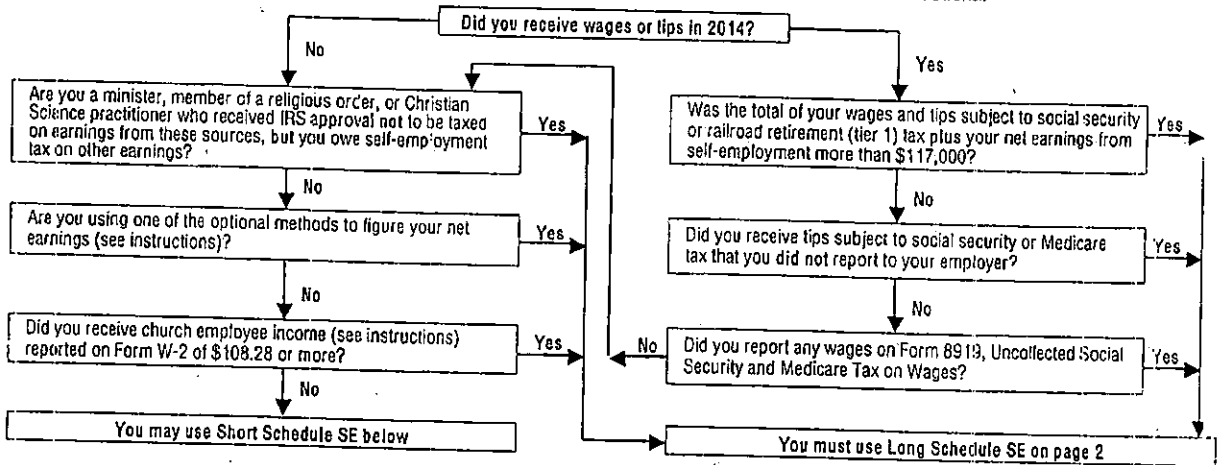
Social security number of
person with self-employment
income

GERALD E. FARRELL JR

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE* in the instructions.



Section A-Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	
2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report STMT 11	2	
3 Combine lines 1a, 1b, and 2	3	
4 Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4	
5 Self-employment tax. If the amount on line 4 is: • \$117,000 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 57, or Form 1040NR, line 55 • More than \$117,000, multiply line 4 by 2.9% (.029). Then, add \$14,508 to the result. Enter the total here and on Form 1040, line 57, or Form 1040NR, line 55	5	
6 Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2014

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.

SUMMARY

Attachment
Sequence No. 179

Name(s) shown on return

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Business or activity to which this form relates

Identifying number

GERALD E. FARRELL JR & NATALIE L. CAMPISI

ALL BUSINESS ACTIVITIES

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I

1	Maximum amount (see instructions)	1
2	Total cost of section 179 property placed in service (see instructions)	2
3	Threshold cost of section 179 property before reduction in limitation	3
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5
6	(a) Description of property	(b) Cost (business use only)
	NT	
		(c) Elected cost
7	Listed property. Enter the amount from line 29	7
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8
9	Tentative deduction. Enter the smaller of line 5 or line 8	9
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14
15	Property subject to section 168(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>

Section B - Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property						
h Residential rental property	/			MM	S/L	
i Nonresidential real property	/			MM	S/L	

Section C - Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a Class life	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
b 12-year					S/L	
c 40-year					S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2014

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return. **SCHEDULE C-1**

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Attachment
Sequence No. 179

Name(s) shown on return

Business or activity to which this form relates

Identifying number

**GERALD E. FARRELL JR & NATALIE L.
CAMPISI**

JERRY FARRELL JR

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14
15	Property subject to section 168(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>

Section B - Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property					S/L
h	Residential rental property	/		MM	S/L	
i	Nonresidential real property	/		MM	S/L	

Section C - Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a	Class life					
b	12-year					S/L
c	40-year	/		MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

416251
01-08-15

LHA For Paperwork Reduction Act Notice, see separate instructions.

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)
Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, column: (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?
24b If "Yes," is the evidence written?
(a) Type of property (list vehicles first)
(b) Date placed in service
(c) Business/investment use percentage
(d) Cost or other basis
(e) Basis for depreciation (business/investment use only)
(f) Recovery period
(g) Method/Convention
(h) Depreciation deduction
(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use
26 Property used more than 50% in a qualified business use:
27 Property used 50% or less in a qualified business use:
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30 Total business/investment miles driven during the year (do not include commuting miles)
31 Total commuting miles driven during the year
32 Total other personal (noncommuting) miles driven
33 Total miles driven during the year. Add lines 30 through 32
34 Was the vehicle available for personal use during off-duty hours?
35 Was the vehicle used primarily by a more than 5% owner or related person?
36 Is another vehicle available for personal use?

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners
39 Do you treat all use of vehicles by employees as personal use?
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?
41 Do you meet the requirements concerning qualified automobile demonstration use?
Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs
(b) Date amortization begins
(c) Amortizable amount
(d) Code section
(e) Amortization period or percentage
(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year:
43 Amortization of costs that began before your 2014 tax year
44 Total. Add amounts in column (f). See the instructions for where to report

GERALD E. FARRELL JR & NATALIE L. CAMPIS

FORM 1040

SEP DEDUCTION

STATEMENT 1

GERALD E. FARRELL JR

1. PLAN CONTRIBUTION RATE OR SELF-EMPLOYED PERSON'S RATE
2. NET EARNINGS FROM SCHEDULE C, SCHEDULE F, OR SCHEDULE K-1
3. DEDUCTION FOR SELF-EMPLOYMENT TAX FROM 1040, LINE 27
4. SUBTRACT LINE 3 FROM LINE 2
5. MULTIPLY LINE 4 TIMES LINE 1
6. MULTIPLY \$260,000 BY YOUR PLAN CONTRIBUTION RATE. ENTER THE RESULT BUT NOT MORE THAN \$52,000
7. ENTER THE SMALLER OF LINE 5 OR LINE 6
8. CONTRIBUTION DOLLAR LIMIT
 - *IF ANY ELECTIVE DEFERRALS WERE MADE, GO TO LINE 9.
 - *OTHERWISE, SKIP LINES 9 THROUGH 18 AND ENTER THE SMALLER OF LINE 7 OR LINE 8 ON LINE 19.
9. ALLOWABLE ELECTIVE DEFERRALS
10. SUBTRACT LINE 9 FROM LINE 8
11. SUBTRACT LINE 9 FROM LINE 4
12. ENTER ONE-HALF OF LINE 11
13. ENTER THE SMALLEST OF LINES 7, 10 OR 12
14. SUBTRACT LINE 13 FROM LINE 4
15. ENTER THE SMALLER OF LINE 9 OR LINE 14
 - *IF CATCH-UP CONTRIBUTIONS WERE MADE, GO TO LINE 16.
 - *OTHERWISE, SKIP LINES 16 THROUGH 18.
16. SUBTRACT LINE 15 FROM LINE 14
17. CATCH-UP CONTRIBUTION (AGE 50 OR OLDER)
18. ENTER THE SMALLER OF LINE 16 OR LINE 17
19. ADD LINES 13, 15 AND 18. ENTER HERE AND ON LINE 28, FORM 1040

GERALD E. FARRELL JR & NATALIE L. CAMPIS

FORM 1040 SELF-EMPLOYED HEALTH INSURANCE DEDUCTION WORKSHEET STATEMENT 2

GERALD E. FARRELL JR

JERRY FARRELL JR

- 1 NONSPECIFIED HEALTH INSURANCE PAYMENTS
- 2 NET PROFIT FROM TRADE OR BUSINESS UNDER WHICH INSURANCE PLAN IS ESTABLISHED
- 3 TOTAL OF ALL NET PROFITS AND EARNED INCOME
- 4 DIVIDE LINE 2 BY LINE 3
- 5 DEDUCTIBLE PORTION OF SELF-EMPLOYMENT TAX
- 6 LINE 4 TIMES LINE 5
- 7 LINE 2 MINUS LINE 6
- 8 SELF-EMPLOYED SEP, SIMPLE, AND QUALIFIED PLANS ATTRIBUTABLE TO TRADE OR BUSINESS NAMED ABOVE
- 9 LINE 7 MINUS LINE 8
- 10 FORM 2555, LINE 45 ATTRIBUTABLE TO THE TRADE OR BUSINESS NAMED ABOVE
- 11 LINE 9 MINUS LINE 10
- 12 SELF-EMPLOYED HEALTH INSURANCE DEDUCTION. LESSER OF LINE 1 OR LINE 11

FORM 1040 TOTAL DUE WITH INTEREST AND PENALTIES STATEMENT 3

GERALD E. FARRELL JR & NATALIE L. CAMPIS

FORM 1040 LATE PAYMENT INTEREST STATEMENT 4

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
-------------	------	--------	---------	------	------	----------

TOTAL LATE PAYMENT INTEREST

FORM 1040 LATE PAYMENT PENALTY STATEMENT 5

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
-------------	------	--------	---------	--------	---------

SCHEDULE A STATE AND LOCAL INCOME TAXES STATEMENT 6

DESCRIPTION	AMOUNT
-------------	--------

SCHEDULE A MEDICAL AND DENTAL EXPENSES STATEMENT 7

DESCRIPTION	AMOUNT
-------------	--------

GERALD E. FARRELL JR & NATALIE L. CAMPIS

SCHEDULE C CAR AND TRUCK EXPENSES STATEMENT 8

DESCRIPTION AMOUNT

SCHEDULE C DEPRECIATION STATEMENT 9

DESCRIPTION AMOUNT

SCHEDULE C OTHER COSTS OF GOODS SOLD STATEMENT 10

DESCRIPTION AMOUNT

SCHEDULE SE NON-FARM INCOME STATEMENT 11

DESCRIPTION AMOUNT

FORM 4562

PART I - BUSINESS INCOME

STATEMENT 12

AMOUNT

□ □ □ □ 20 □ □

Form CT-1040 - 2014, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning:

2014 and ending:

N S Y FJ

N FS

N HH N OW

GERALD

E FARRELL

JR

N Dec.

NATALIE

H CAMPISI

N Dec.

54 NORTH EDM STREET

N CT-2210

N CT-8379

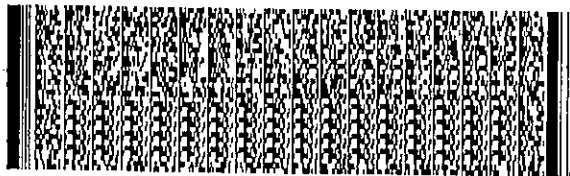
N CT-1040CRC

WALLINGFORD

CT 06492 -

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 2 Form 1040EZ, Line 4)
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)
3. Add Line 1 and Line 2
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50)
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3.
6. Income tax
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.
9. Connecticut alternative minimum tax (from Form CT-6251)
10. Add Line 8 and Line 9.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is e
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.
16. Total tax: Add Line 14 and Line 15.

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



441101
10-28-14

789706

Form CT-1040, Page 2 of 4

17. Amount from Line 16		W-2, W-2G, and 1099 In	17.
Col. A - Employer or Payer's Fed. ID#	Col. B - CT Wage	Col. C - CT Income Tax Withheld	
18a.	-	•	
18b.	-	•	
18c.	-	•	
18d.	-	•	
18e.	-	•	

- 18f. Additional Connecticut withholding (from Supplemental Schedule C1-1040WH, Line 18f)
- 18. Total Connecticut income tax withheld: Amounts in Column C.
- 19. All 2014 estimated tax payments and any overpayments applied from a prior year
- 20. Payments made with Form CT-1040 EXT
- 20a. Earned income tax credit (from Schedule CT-EITC, Line 16)
- 20b. Claim of right credit (from Form CT-1040CRC, Line 6)
- 21. Total payments: Add Lines 18, 19, 20, 20a, and 20b.
- 22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.
- 23. Amount of Line 22 you want applied to your 2015 estimated tax
- 24. CHET contribution (from Schedule CT-CHET, Line 4)
- 24a. Total contributions of refund to designated charities (from Schedule 5, Line 70)

25. Refund: Lines 23, 24, and 24a subtracted from Line 22.
If you have not elected to direct deposit, the refund may be issued by debit card

25a. Acct. type	Ck.	Sv.	25b. Rout. #	25c. Refund card
25d. Refund going to a bank account outside the U.S.			25d.	25e. Debit card

- 26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.
- 27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.
- 28. If late: Interest entered, 28.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).
- 29. Interest on underpayment of estimated tax (from Form CT-2210) 29.
- 30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
Spouse's signature (if joint return)	Date	Daytime telephone number
Paid preparer's signature	Date	Preparer's SSN or PTIN
Firm's name, address, and ZIP code	Telephone number	FEIN
• SAAS KIRWAN ASSOCIATES WALLINGFORD, CT 06492		• 203 2653948

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)
• WILLIAM J. SAAS, CPA	• 203 2653948	

Schedule 1 - Modifications to Federal Adjusted Gross Income

- 31. Interest on state and local government obligations other than Connecticut
- 32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations
- 33. Reserved for future use.
- 34. Taxable amount of lump-sum distributions from qualified plans not included in federal gross income
- 35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero
- 36. Loss on sale of Connecticut state and local government bonds
- 37. Domestic production activities (from federal Form 1040, Line 35)

38. Other - specify •

39. Total additions: Add Lines 31 through 38.

40. Interest on U.S. government obligations

41. Exempt dividends from certain qualifying mutual funds derived from U.S. government securities

42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)

43. Refunds of state and local income taxes

44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities

45. 50% of military retirement pay

46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.

47. Gain on sale of Connecticut state and local government bonds

48. CHET contributions Acct. #:

49. Other - specify •

50. Total subtractions: Add Lines 40 through 49.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income

Col. A

52. Qualifying jurisdiction's name and two-letter code	52. •
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.	

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Name of Connecticut Tax Town or District	•	•	
Description of Property	•	•	
Date(s) Paid	•	•	
	•	•	
Amount Paid	60.	61.	0

63. Total property tax paid: Add Lines 60, 61, and 62.

64. Maximum property tax credit allowed

65. Lesser of Line 63 or Line 64.

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.

67. Line 65 multiplied by Line 66.

68. Line 67 subtracted from Line 65.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7) 69

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7) 69

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7) 69

69. Individual use tax: Add Lines 69a, 69b, and 69c. 69

Schedule 5 - Contributions to Designated Charities

70a. AR 70a

70b. OT 70b

70c. ES/W 70c

70d. BCR 70d

70e. SNS 70e

70f. MR 70f

70g. CBS 70g

70. Total Contributions: Add Lines 70a through 70g. 70

Taxpayer email

Department of Consumer Protection – Dispensary Facility RFA, September, 2015
Section E. Subsection 9, Tax Returns

Attached hereto, please find:

3 years of federal and state tax returns for Jerry Farrell, Jr.

3 years of federal and state tax returns for Joseph Nardecchia

3 years of federal and state tax returns for Gregory Hancock

3 years of state and federal tax returns for Adam Stern

As to Canyon Drive Associates, LLC, no tax returns have been filed because it was only created within the past few weeks.

As to Christina Carabetta and Joseph Carabetta III, three years of those returns which have been filed as of this date have been attached. In certain years, Christina Carabetta and Joseph Carabetta III have filed individual tax returns, while in other years they have not filed tax returns, and were claimed as dependents by their parents, Joseph and Anna Carabetta. During the years they were claimed as dependents, the tax returns of their parents, Joseph and Anna Carabetta, have been provided.

For the year Jan. 1-Dec. 31, 2014, or other tax year beginning ending

Your first name and initial: **JOSEPH M** Last name: **NARDECCHIA** See separate instructions.

If a joint return, spouse's first name and initial: **JAIME L** Last name: **NARDECCHIA** Your SSN: Spouse's SSN:

Home address (number and street). If you have a P.O. box, see instructions. **506 RIDGEVIEW RD** Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **ORANGE, CT 06477**

Foreign country name Foreign province/state/county Foreign postal code

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Check only one box below will not change your tax or refund. You Spouse

Filing Status

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

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) X if child under age 17 qualifying for child tax credit (see instructions)
[Redacted]				
[Redacted]				
[Redacted]				

If more than four dependents, see instructions and check here

d Total number of exemptions claimed

Boxes checked on 6a and 6b

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

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 7

8a Taxable interest. Attach Schedule B if required 8a

b Tax-exempt interest. Do not include on line 8a 8b

9a Ordinary dividends. Attach Schedule B if required 9a

b Qualified dividends 9b

10 Taxable refunds, credits, or offsets of state and local income taxes 21

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. ▶

14 Other gains or (losses). Attach Form 4797

15a IRA distributions 15a b Taxable amount

16a Pensions and annuities 16a b Taxable amount

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits 20a b Taxable amount

21 Other income. List type and amount

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income

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

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

37 Subtract line 36 from line 22. This is your adjusted gross income 37

Tax and Credits

38 Amount from line 37 (adjusted gross income)

39a Check You were born before January 2, 1950, Blind, Spouse was born before January 2, 1950, Blind. } Total boxes checked **▶ 3**

b If your spouse itemizes on a separate return or you were a dual-status alien, check here

40 Itemized deductions (from Schedule A) or your **standard deduction** (see left margin)

41 Subtract line 40 from line 38

42 Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 6d. Otherwise, see instructions.

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c

45 Alternative minimum tax (see instructions). Attach Form 6251

46 Excess advance premium tax credit repayment. Attach Form 8962

47 Add lines 44, 45, and 46

48 Foreign tax credit. Attach Form 1116 if required **48**

49 Credit for child and dependent care expenses. Attach Form 2441 **49**

50 Education credits from Form 8863, line 19 **50**

51 Retirement savings contributions credit. Attach Form 8880 **51**

52 Child tax credit. Attach Schedule 8812, if required **52**

53 Residential energy credits. Attach Form 5695 **53**

54 Other credits from Form: a 3800 b 8801 c **54**

55 Add lines 48 through 54. These are your **total credits**

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-

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. \$5,200
- Married filing jointly or Qualifying widow(er). \$12,400
- Head of household. \$9,100

Other Taxes

57 Self-employment tax. Attach Schedule SE

58 Unreported social security and Medicare tax from Form: a 4137 b 8919

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required

60a Household employment taxes from Schedule H

b First-time homebuyer credit repayment. Attach Form 5405 if required

61 Health care: individual responsibility (see instructions) Full-year coverage **61**

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) **62**

63 Add lines 56 through 62. This is your **total tax** **63**

Payments

64 Federal income tax withheld from Forms W-2 and 1099 **64**

65 2014 estimated tax payments and amount applied from 2013 return **65**

66a Earned income credit (EIC) **NO.** **66a**

b Nontaxable combat pay election. **66b**

67 Additional child tax credit. Attach Schedule 8812 **67**

68 American opportunity credit from Form 8863, line 8 **68**

69 Net premium tax credit. Attach Form 8962 **69**

70 Amount paid with request for extension to file **70**

71 Excess social security and tier 1 RRTA tax withheld **71**

72 Credit for federal tax on fuels. Attach Form 4136 **72**

73 Credits from Form: a 2439b Reserved c Reserved d **73**

74 Add lines 64, 65, 66a, and 67 through 73. These are your **total payments**

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you can refund

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here

Direct deposit? a Routing number b c Type: Checking Other

See instructions d Account number

77 Amount of line 75 you want applied to your 2015 estimated tax **▶ 77**

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions

79 Estimated tax penalty (see instructions) **79**

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions) Yes No

Designee's name Phone no.

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 he or she has any knowledge.

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

Your signature Date Your occupation **CFO**

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation **HOMEMAKER**

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date

Firm's name

Firm's address

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No 1545-0074

2014

Attachment
Sequence No. **07**

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

Attach to Form 1040.

Name(s) shown on Form 1040

Your social security number

JOSEPH M and JAIME L NARDECCHIA

		Caution. Do not include expenses reimbursed or paid by others.			
Medical and Dental Expenses	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 2			
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1950, multiply line 2 by 7.5% (.075) instead	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			
Taxes You Paid	5	State and local (check only one box): a <input type="checkbox"/> Income taxes, or b <input type="checkbox"/> General sales taxes	5		
	6	Real estate taxes (see instructions)	6		
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8			
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10		
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶			
Note. Your mortgage interest deduction may be limited (see instructions).	12	Points not reported to you on Form 1098. See instructions for special rules	12		
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instructions.)	14		
	15	Add lines 10 through 14			
Gifts to Charity If you made a gift and got a benefit for it, see instructions	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16		
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500.	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18			
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20		
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 25			
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount ▶			28
Total Itemized Deductions	29	Is Form 1040, line 38, over \$152,525? No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			

**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/scheduled.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0074

2014

Attachment
Sequence No. **12**

Name(s) shown on return

JOSEPH M and JAIME L NARDECCHIA

Your social security number

1

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

	(d) Proceeds	(e) Cost	(g) Adjustments to gain or loss from Form(s) 8949, Part I	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.				
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
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 (
7 Net short-term capital gain or (loss) . Combine lines 1a 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 page 2				7

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.				
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
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
13 Capital gain distributions. See the instructions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions.				14 (
15 Net long-term capital gain or (loss) . Combine lines 8a through 14 in column (h). Then go to Part III on page 2				15

For Paperwork Reduction Act Notice, see your tax return instructions.

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> • 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
<p>17 Are lines 15 and 16 both gains?</p> <p><input type="checkbox"/> Yes. Go to line 18.</p> <p><input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>	
<p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions . . . ▶</p>	18
<p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions. ▶</p>	19
<p>20 Are lines 18 and 19 both zero or blank?</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.</p>	
<p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) } <p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p>	21 (
<p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p>	

SCHEDULE E
(Form 1040)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

OMB No. 1545-0074

2014

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, or Form 1041.
▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

Attachment
Sequence No. **13**

Name(s) shown on return

Your social security number

JOSEPH M and JAIME L NARDECCHIA

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions) Yes No
B If "Yes," did you or will you file required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)
A _____
B _____
C _____

1b Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A 1		A		
B		B		
C		C		

- Type of Property:
- 1 Single Family Residence
 - 2 Multi-Family Residence
 - 3 Vacation/Short-Term Rental
 - 4 Commercial
 - 5 Land
 - 6 Royalties
 - 7 Self-Rental
 - 8 Other (describe)

Income:	Properties:	C
3 Rents received		
4 Royalties received		
Expenses:		
5 Advertising		
6 Auto and travel (see instructions)		
7 Cleaning and maintenance		
8 Commissions		
9 Insurance		
10 Legal and other professional fees		
11 Management fees		
12 Mortgage interest paid to banks, etc. (see instructions)		
13 Other interest		
14 Repairs		
15 Supplies		
16 Taxes		
17 Utilities		
18 Depreciation expense or depletion		
19 Other (list) ▶ REFINANCE CLOSING COSTS		
20 Total expenses. Add lines 5 through 19.		0.
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see inst. to find out if you must file Form 6198		0.
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)		(0.)
23a Total of all amounts reported on line 3 for all rental properties		
b Total of all amounts reported on line 4 for all royalty properties		
c Total of all amounts reported on line 12 for all properties		
d Total of all amounts reported on line 18 for all properties	23d	
e Total of all amounts reported on line 20 for all properties	23e	
24 Income. Add positive amounts shown on line 21. Do not include any losses		24
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here		25
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2		26

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

► Information about Form 4952 and its instructions is at www.irs.gov/form4952.
► Attach to your tax return.

OMB No. 1545-0191

2014

Attachment
Sequence No. **51**

Name(s) shown on return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2014 (see instructions)	1	
2	Disallowed investment interest expense from 2013 Form 4952, line 7	2	
3	Total investment interest expense. Add lines 1 and 2	3	

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a		
b	Qualified dividends included on line 4a	4b		
c	Subtract line 4b from line 4a		4c	
d	Net gain from the disposition of property held for investment	4d		
e	Enter the smaller of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e		
f	Subtract line 4e from line 4d		4f	
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)		4g	
h	Investment income. Add lines 4c, 4f, and 4g		4h	
5	Investment expenses (see instructions)		5	
6	Net investment income. Subtract line 5 from line 4h. If zero or less, enter -0-		6	

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2015. Subtract line 6 from line 3. If zero or less, enter -0-	7	
8	Investment interest expense deduction. Enter the smaller of line 3 or 6. See instructions	8	

For Paperwork Reduction Act Notice, see instructions.
LVA

Form **4952** 2014

Form **8889**

Health Savings Accounts (HSAs)

OMB No. 1545-0074

2014

Attachment Sequence No. **53**

Department of the Treasury
Internal Revenue Service

Information about Form 8889 and its separate instructions is available at www.irs.gov/form8889.

Attach to Form 1040 or Form 1040NR.

Name(s) shown on Form 1040 or Form 1040NR

Social security number of HSA beneficiary. If both spouses have HSAs, see instructions ▶

JOSEPH M NARDECCHIA

Before you begin: Complete Form 8853, Archer MSAs and Long-Term Care Insurance Contracts, if required.

Part I HSA Contributions and Deduction. See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part I for each spouse.

	<input type="checkbox"/> Self-only	<input type="checkbox"/> Family
1 Check the box to indicate your coverage under a high-deductible health plan (HDHP) during 2014 (see instructions).		
2 HSA contributions you made for 2014 (or those made on your behalf), including those made from January 1, 2015, through April 15, 2015, that were for 2014. Do not include employer contributions, contributions through a cafeteria plan, or rollovers (see instructions).	2	
3 If you were under age 55 at the end of 2014, and on the first day of every month during 2014, you were, or were considered, an eligible individual with the same coverage, enter \$3,300 (\$6,550 for family coverage). All others, see the instructions for the amount to enter.	3	
4 Enter the amount you and your employer contributed to your Archer MSAs for 2014 from Form 8853, lines 1 and 2. If you or your spouse had family coverage under an HDHP at any time during 2014, also include any amount contributed to your spouse's Archer MSAs.	4	
5 Subtract line 4 from line 3. If zero or less, enter -0-	5	
6 Enter the amount from line 5. But if you and your spouse each have separate HSAs and had family coverage under an HDHP at any time during 2014, see the instructions for the amount to enter.	6	
7 If you were age 55 or older at the end of 2014, married, and you or your spouse had family coverage under an HDHP at any time during 2014, enter your additional contribution amount (see instructions).	7	
8 Add lines 6 and 7.	8	
9 Employer contributions made to your HSAs for 2014	9	
10 Qualified HSA funding distributions	10	
11 Add lines 9 and 10.	11	
12 Subtract line 11 from line 8. If zero or less, enter -0-	12	
13 HSA deduction. Enter the smaller of line 2 or line 12 here and on Form 1040, line 25, or Form 1040NR, line 25.	13	

Caution: If line 2 is more than line 13, you may have to pay an additional tax (see instructions).

Part II HSA Distributions. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part II for each spouse.

14a Total distributions you received in 2014 from all HSAs (see instructions)	14a
b Distributions included on line 14a that you rolled over to another HSA. Also include any excess contributions (and the earnings on those excess contributions) included on line 14a that were withdrawn by the due date of your return (see instructions).	14b
c Subtract line 14b from line 14a	14c
15 Qualified medical expenses paid using HSA distributions (see instructions).	15
16 Taxable HSA distributions. Subtract line 15 from line 14c. If zero or less, enter -0-. Also, include this amount in the total on Form 1040, line 21, or Form 1040NR, line 21. On the dotted line next to line 21, enter "HSA" and the amount.	16
17a If any of the distributions included on line 16 meet any of the Exceptions to the Additional 20% Tax (see instructions), check here <input type="checkbox"/>	
b Additional 20% tax (see instructions). Enter 20% (.20) of the distributions included on line 16 that are subject to the additional 20% tax. Also include this amount in the total on Form 1040, line 62, or Form 1040NR, line 60. On the dotted line next to Form 1040, line 62, or Form 1040NR, line 60, enter "HSA" and the amount.	17b

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8889** (2014)

UVA

Passive Activity Loss Limitations

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on return

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8582 and its instructions is available at www.irs.gov/form8582.

JOSEPH M and JAIME L NARDECCHIA

Part I 2014 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a	
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	(
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	(
d	Combine lines 1a, 1b, and 1c.		

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a	(
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b	(
c	Add lines 2a and 2b.		

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	(
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	(
d	Combine lines 3a, 3b, and 3c.		

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used.

- If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts I and II and go to Part III.

Caution: If your filing status is married filing separately and you lived with your spouse at the end of the year, you must file a separate return for each spouse. See instructions for Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation
Note: Enter all numbers in Part II as positive amounts. See the instructions for Part II.

5	Enter the smaller of the loss on line 1d or the loss on line 4		
6	Enter \$150,000. If married filing separately, see instructions	6	1
7	Enter modified adjusted gross income, but not less than zero (see instructions) Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.	7	1
8	Subtract line 7 from line 6	8	
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions		
10	Enter the smaller of line 5 or line 9 If line 2c is a loss, go to Part III. Otherwise, go to line 15.		

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities
Note: Enter all numbers in Part III as positive amounts. See the example for Part III.

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions		
12	Enter the loss from line 4		
13	Reduce line 12 by the amount on line 10		
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13		

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total		
16	Total losses allowed from all passive activities for 2014. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return		

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	C	
	(a) Net inc (line 1a)	
Total. Enter on Form 8582, lines 1a, 1b, and 1c		

Worksheet 2 - For Form 8582, Lines 2a and 2b

Name of activity	(a) Cr deduc
Total. Enter on Form 8582, lines 2a and 2b	

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c

Name of activity	(a) Net in (line 3)
Total. Enter on Form 8582, lines 3a, 3b, and 3c	

Worksheet 4 - Use this worksheet if an amount is reported on Form 8582, Line 1c

Name of activity	Form or s and line to be rep (see instr

Worksheet 5 - Allocation of Unallowed Losses

Name of activity	Form or s and line to be rep (see instr

Total

Worksheet 6 - Allowed Losses (See instructions)

Name of activity	Form and line to be reported on

Total

Worksheet 7 - Activities With Losses Reported

Name of activity:	(a)	(b)	(c)	(d)
Form or schedule and line number to be reported on (see instructions):				
1a Net loss plus prior year unallowed loss from form or schedule ▶				
b Net income from form or schedule ▶				
c Subtract line 1b from line 1a. If zero or less, enter -0- . . . ▶				
Form or schedule and line number to be reported on (see instructions):				
1a Net loss plus prior year unallowed loss from form or schedule ▶				
b Net income from form or schedule ▶				
c Subtract line 1b from line 1a. If zero or less, enter -0- . . . ▶				
Form or schedule and line number to be reported on (see instructions):				
1a Net loss plus prior year unallowed loss from form or schedule ▶				
b Net income from form or schedule ▶				
c Subtract line 1b from line 1a. If zero or less, enter -0- . . . ▶				
Total ▶				

Noncash Charitable Contributions

OMB No. 1545-0908

Department of the Treasury
Internal Revenue Service

▶ Attach to your tax return if you claimed a total deduction
of over \$500 for all contributed property.
▶ Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

Attachment
Sequence No.

Name(s) shown on your income tax return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Note. Figure the amount of your contribution deduction before completing this form.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities
(or groups of similar items) for which you claimed a deduction of
traded securities even if the deduction is more than \$5,000 (see

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)
C					
D					
E					

Part II Partial Interests and Restricted Use Property - Complete lines 2a through 2c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶
If Part II applies to more than one property, attach a separate statement.
- b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶
(2) For any prior tax years ▶
- c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)
Address (number, street, and room or suite no.)
City or town, state, and ZIP code
- d For tangible property, enter the place where the property is located or kept ▶
- e Name of any person, other than the donee organization, having actual possession of the property ▶

	Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities) - Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property - To be completed by the taxpayer and/or appraiser.

4 Check the box that describes the type of property donated:

- a Art* (contribution of \$20,000 or more)
b Qualified Conservation Contribution
c Equipment
d Art* (contribution of less than \$20,000)
e Other Real Estate
f Securities
g Collectibles**
h Intellectual Property
i Vehicles
j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.
**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 5 main rows (A-D) and 6 columns: (a) Description of donated property, (b) Tangible property summary, (c) Appraised fair market value, (d) Date acquired, (e) How acquired, (f) Donor's cost, (g) Bargain sales amount, (h) Amount claimed as deduction, (i) Date of contribution.

Part II Taxpayer (Donor) Statement - List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign

Here Signature

Title

Date

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment - To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Form fields for Donee Acknowledgment: Name of charitable organization (donee), Employer identification number, Address (number, street, and room or suite no.), City or town, state, and ZIP code, Authorized signature, Title, Date.

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2014

Attachment
Sequence No. **179**

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562

▶ Attach to your tax return.

Name(s) shown on return

Business or activity to which this form relates

Identifying number

JOSEPH M and JAIME L NARDECCHI **PARK TOWERS APT. 317**

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions.	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	▶ 13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14
15	Property subject to section 168(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>	

Section B — Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property					
h	Residential rental property					
i	Nonresidential real property					

Section C — Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a	Class life	
b	12-year	
c	40-year	

Part IV Summary (See instructions)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	▶ 23

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A— Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? [X] Yes [] No 24b If "Yes," is the evidence written? [] Yes [] No

Table with columns: (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost.

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) 25

26 Property used more than 50% in a qualified business use:

Table for 2012 with columns for (a) through (i).

27 Property used 50% or less in a qualified business use:

Table with columns for (a) through (i) and S/L -

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 28

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 29

Section B— Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

Table for 2012 with columns: (a) Total business/investment miles, (b) Vehicle 1, (c) Vehicle 2, (d) Vehicle 3, (e) Vehicle 4, (f) Vehicle 5, (g) Vehicle 6.

Table for questions 33-36 regarding vehicle use, including 'Total miles driven during the year' and 'Was the vehicle available for personal use?'.

Section C— Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

Table for questions 37-41 regarding employer policies on vehicle use.

Part VI Amortization

Table with columns: (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year.

42 Amortization of costs that begins during your 2014 tax year (see instructions):

43 Amortization of costs that began before your 2014 tax year 43

44 Total. Add amounts in column (f). See the instructions for where to report. 44

□ □ □ □ 20 □ □

Form CT-1040 - 2014, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2014 and ending:

N S Y FJ N FS N HH N QW

JOSEPH M NARDECCHIA
JAIME L NARDECCHIA

N Dec.

506 RIDGEVIEW RD

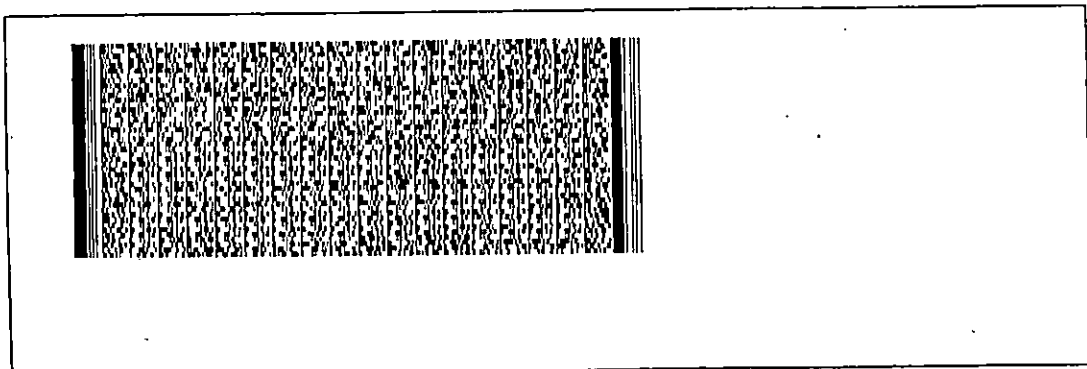
N CT-8379

ORANGE

CT 06477

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17. •

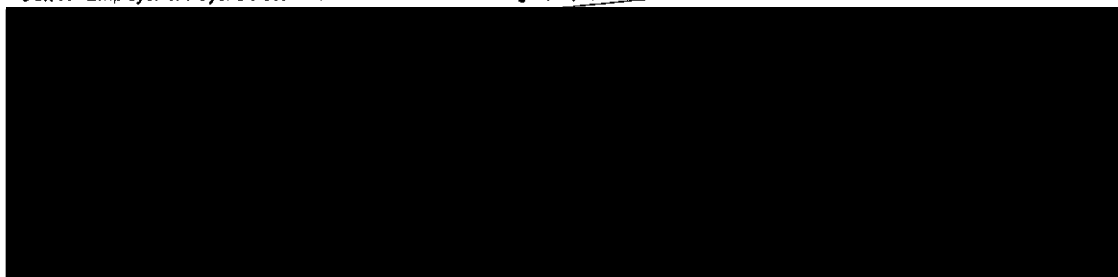
W-2, W-2G, and 1099 Information

Col. A - Employer or Payer's Fed. ID # Col. B - CT Wages, Tips, etc. Col. C -

18a.
18b.
18c.
18d.
18e.

18f.

18.



19. All 2014 estimated tax payments and any overpayments applied from a prior year
20. Payments made with Form CT-1040 EXT
20a. Earned income tax credit (from Schedule CT-EITC, Line 16)
20b. Claim of right credit (from Form CT-1040CRRC, Line 6)
21. Total payments: Add Lines 18, 19, 20a, and 20b.
22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.

23. Amount of Line 22 you want applied to your 2015 estimated tax.
24. CHET contribution (from Schedule CT-CHET, Line 4)
24a. Total contributions of refund to designated charities (from Schedule 5, Line 70)

25. Refund: Lines 23, 24, and 24a subtracted from Line 22.
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. # 021100361 25c. Acct. # 21

25d. Refund going to a bank account outside the U.S. 25d. N 25e. Debit card N

26 Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
•		•	2036404413
Spouse's signature (if joint return)		Date	Daytime telephone number
•		•	* 2032149865
Paid preparer's signature		Date	Preparer's SSN or PTIN
•		•	
Firm's name, address, and ZIP code SELF-PREPARED			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)

• • •

Form CT-1040, Page 3 of 4

Schedule 1 - Modifications to Federal Adjusted Gross Income

- 31. Interest on state and local government obligations other than Connecticut
- 32. Mutual fund exempt-interest dividends from non-Connecticut state or municipal government obligations
- 33. Reserved for future use.
- 34. Taxable amount of lump-sum distributions from qualified plans not included in federal adjusted gross income
- 35. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if greater than zero.
- 36. Loss on sale of Connecticut state and local government bonds
- 37. Domestic production activities (from federal Form 1040, Line 35)

- 38. Other - specify *

- 39. **Total additions:** Add Lines 31 through 38.
- 40. Interest on U.S. government obligations
- 41. Exempt dividends from certain qualifying mutual funds derived from U.S. government obligations
- 42. Social Security benefit adjustment (from Social Security Benefit Adjustment Worksheet)
- 43. Refunds of state and local income taxes
- 44. Tier 1 and Tier 2 railroad retirement benefits and supplemental annuities
- 45. 50% of military retirement pay
- 46. Beneficiary's share of Connecticut fiduciary adjustment: Entered only if less than zero.
- 47. Gain on sale of Connecticut state and local government bonds

- 48. CHET Contributions Acct. #: **6827669001**

- 49. Other - specify *

50. **Total subtractions:** Add Lines 40 through 49.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income

51.

Col. A

Col. B

52. Qualifying jurisdiction's name and two-letter code

52.

53. Non-Connecticut income included on Line 51 and on a qualifying jurisdiction's income tax return

54. Line 53 divided by Line 51

55. Income tax liability: Line 11 subtracted from Line 1

56. Line 54 multiplied by Line 55

57. Income tax paid to a qualifying jurisdiction

58. Lesser of Line 56 or Line 57

59. **Total credit:** Add Line 58, all columns.

Schedule 3 - Property Tax Credit

Qualifying Property

Primary Residence

Auto 1

Auto 2

Name of Connecticut Tax Town or District •
Description of Property •
Date(s) Paid •
Amount Paid ■ 60.

61.

63. Total property tax paid: Add Lines 60, 61, and 62.

64. Maximum property tax credit allowed

65. Lesser of Line 63 or Line 64.

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.

67. Line 65 multiplied by Line 66.

68. Line 67 subtracted from Line 65.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)

69. Individual use tax: Add Lines 69a, 69b, and 69c.

Schedule 5 - Contributions to Designated Charities

70a. AR

70b. OT

70c. ESW

70d. BCR

70e. SNS

70f. MR

70g. CBS

70. Total Contributions: Add Lines 70a through 70g.

Taxpayer email

2014 Connecticut Higher Education Trust Contributions

Name JOSEPH M NARDECCHIA	Your Social Security Number
Spouse's Name (if joint return) JAIME L NARDECCHIA	Spouse's Social Security Number
<p>Information entered on this worksheet will transfer to line 48 of the CT-1040, or line 50 of Form CT-1040NR/PY. The allowable deduction will be limited in accordance with the filing status of the return. If a contribution is entered for a given year an account number should also be entered. CHET carryforwards to 2015 will be available for import into the 2015 Connecticut return.</p>	
Total amount of current year (2014) contribution to one or more CHET accounts	
Account number for a current year CHET contribution	
Amount of undeducted CHET contributions made in 2013	
Account number for a CHET contribution in 2013	
Amount of undeducted CHET contributions made in 2012	
Account number for a CHET contribution in 2012	
Amount of undeducted CHET contributions made in 2011	
Account number for a CHET contribution in 2011	
Amount of undeducted CHET contributions made in 2010	
Account number for a CHET contribution in 2010	
Amount of undeducted CHET contributions made in 2009	
Account number for a CHET contribution in 2009	
Total undeducted CHET contributions for 2009 through 2014	
Total Allowable 2014 CHET Deduction (enter here and on CT-1040, line 48, or CT-1040NR/PY, line 50)	

CHET Carryforward information for 2015	
Carryforward from 2014 to 2015	
Carryforward from 2013 to 2015	
Carryforward from 2012 to 2015	
Carryforward from 2011 to 2015	
Carryforward from 2010 to 2015	

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning . . . 2013, ending . . . 2013 . . . See separate instructions.

Your first name and initial: **JOSEPH M** Last name: **NARDECCHIA** Your social security number: _____

If a joint return, spouse's first name and initial: **JAIME L** Last name: **NARDECCHIA** Spouse's social security number: _____

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. **506 RIDGEVIEW RD** 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). **ORANGE, CT 06477** Presidential Election Campaign

Foreign country name: _____ Foreign province/county: _____ Foreign postal code: _____ 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

Filing Status

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.

Check only one box.

Exemptions

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Under 17 or a full-time student
[REDACTED]				

If more than four dependents, see instructions and check here

d Total number of exemptions claimed

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2

8a Taxable interest. Attach Schedule B if required

b Tax-exempt interest. Do not include on line 8a **8b**

9a Ordinary dividends. Attach Schedule B if required

b Qualified dividends **9b** **4**

10 Taxable refunds, credits, or offsets of state and local income taxes

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. ▶ [

14 Other gains or (losses). Attach Form 4797

15a IRA distributions **15a** b Taxable amount

16a Pensions and annuities **16a** Taxable amount ROLLOV

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits **20a** b Taxable amount

21 Other income. List type and amount

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶ **22**

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**

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 product on activities deduction. Attach Form 8903 **35**

36 Add lines 23 through 35 **36**

37 Subtract line 36 from line 22. This is your adjusted gross income ▶ **37**

Tax and Credits

38 Amount from line 37 (adjusted gross income)

39a Check You were born before January 2, 1949, Blind. } Total boxes checked
 if: Spouse was born before January 2, 1949, Blind. }

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)

41 Subtract line 40 from line 38

42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instructions.

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-

44 Tax (see instructions). Check if any from: a Form(s) 8814 b Form 4972 c

45 Alternative minimum tax (see instructions). Attach Form 6251

46 Add lines 44 and 45

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 <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	53

54 Add lines 47 through 53. These are your total credits

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-

Other Taxes

56 Self-employment tax. Attach Schedule SE

57 Unreported social security and Medicare tax from Form: a 4137 b 8919

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required

59a Household employment taxes from Schedule H

b First-time homebuyer credit repayment. Attach Form 5405 if required

60 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s)

61 Add lines 55 through 60. This is your total tax

Payments

62 Federal income tax withheld from Forms W-2 and 1099	62
63 2013 estimated tax payments and amount applied from 2012 return	63
64a Earned income credit (EIC)	64a
b Nontaxable combat pay election. <input type="checkbox"/> 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 <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	71

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid

74a Amount of line 73 you want refunded. 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 2014 estimated tax 75

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)

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No

Designee's name Phone no. Personal identification number (PIN)

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.

Your signature	Date	Your occupation	Daytime phone number
<input type="checkbox"/>	<input type="checkbox"/>	ACCOUNTANT	(203) 640-4413
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
<input type="checkbox"/>	<input type="checkbox"/>	HOMEMAKER	<input type="checkbox"/>

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name <input type="checkbox"/>	Firm's EIN <input type="checkbox"/>		Phone no. <input type="checkbox"/>	
Firm's address <input type="checkbox"/>				

**SCHEDULE A
(Form 1040)**

Itemized Deductions

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.
Attach to Form 1040.

OMB No. 1545-0047
2013
Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Your social security number

JOSEPH M and JAIME L NARDECCHIA

Medical and Dental Expenses	1	Caution. Do not include expenses reimbursed or paid by others. Medical and dental expenses (see instructions)	1		4	
	2	Enter amount from Form 1040, line 38 <u>2</u>				
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead.	3			
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				
Taxes You Paid	5	State and local (check only one box): a <input checked="" type="checkbox"/> Income taxes, or b <input type="checkbox"/> General sales taxes	5		9	
	6	Real estate taxes (see instructions).	6			
	7	Personal property taxes	7			
	8	Other taxes. List type and amount ▶	8			
	9	Add lines 5 through 8				
	10	Home mortgage interest and points reported to you on Form 1098	10			15
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address.	11			
	12	Points not reported to you on Form 1098. See instructions for special rules	12			
13	Mortgage insurance premiums (see instructions)	13				
14	Investment interest. Attach Form 4952 if required. (See instructions.)	14				
15	Add lines 10 through 14					
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16		19	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500.	17			
	18	Carryover from prior year	18			
	19	Add lines 16 through 18.				
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)			27	
	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21			
	22	Tax preparation fees	22			
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	23			
	24	Add lines 21 through 23	24			
	25	Enter amount from Form 1040, line 38 <u>25</u>	25			
	26	Multiply line 25 by 2% (.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-					
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount ▶			28	
	29	Is Form 1040, line 38, over \$150,000? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.				
Total Itemized Deductions	30	If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			29	

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

**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/scheduled.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0074

2013

Attachment
Sequence No. **12**

Name(s) shown on return

JOSEPH M and JAIME L NARDECCHIA

Your social security number

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost or other basis	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (c) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
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
7 Net short-term capital gain or (loss) . Combine lines 1a 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 page 2				7

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost or other basis	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (c) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
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
13 Capital gain distributions. See the instructions				13
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions				14
15 Net long-term capital gain or (loss) . Combine lines 8a through 14 in column (h). Then go to Part III on page 2				15

For Backup Reduction Act Notice, see your tax return instructions.

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> • 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. <p>17 Are lines 15 and 16 both gains? <input type="checkbox"/> Yes. Go to line 18. <input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p> <p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions . . . ▶</p> <p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions . . . ▶</p> <p>20 Are lines 18 and 19 both zero or blank? <input type="checkbox"/> 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. <input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.</p> <p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: <ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) } <p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p> <p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? <input type="checkbox"/> 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). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p> </p>	<p>16</p> <p>18</p> <p>19</p> <p>21</p>
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**SCHEDULE E
(Form 1040)**

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

OMB No 1545-0074

2013

Attachment
Sequence No. **13**

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040, 1040NR, or Form 1041.
▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedules.

Name(s) shown on return

Your social security number

JOSEPH M and JAIME L NARDECCHIA

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

- A** Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No
- B** If "Yes," did you or will you file required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)

- A** _____
- B** _____
- C** _____

1b Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A _____		A _____		
B _____		B _____		
C _____		C _____		

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties

Income:	Properties:
3 Rents received	3
4 Royalties received	4

Expenses:	
5 Advertising	5
6 Auto and travel (see instructions)	6
7 Cleaning and maintenance	7
8 Commissions	8
9 Insurance	9
10 Legal and other professional fees	10
11 Management fees	11
12 Mortgage interest paid to banks, etc. (see instructions)	12
13 Other interest	13
14 Repairs	14
15 Supplies	15
16 Taxes	16
17 Utilities	17
18 Depreciation expense or depletion	18
19 Other (list) ▶	19
20 Total expenses. Add lines 5 through 19.	20
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see inst. to find out if you must file Form 6198	21
22 Deductible rental real estate loss after limitation, if any on Form 8582 (see instructions)	

- 23a** Total of all amounts reported on line 3 for all rental
- b** Total of all amounts reported on line 4 for all royalty
- c** Total of all amounts reported on line 12 for all prop
- d** Total of all amounts reported on line 18 for all prop
- e** Total of all amounts reported on line 20 for all prop
- 24** Income. Add positive amounts shown on line 21. Do
- 25** Losses. Add royalty losses from line 21 and rental re
- 26** Total rental real estate and royalty income or (l If Parts II, III, IV, and line 40 on page 2 do not apply line 17, or Form 1040NR, line 18. Otherwise, includ

For Paperwork Reduction Act Notice, see the separate instructions.
UYA

Form **5329**

**Additional Taxes on Qualified Plans
(Including IRAs) and Other Tax-Favored Accounts**

OMB No. 1545-0074

2013

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040 or Form 1040NR.
▶ Information about Form 5329 and its separate instructions is at www.irs.gov/form5329.

Attachment
Sequence No. **29**

Name of individual subject to additional tax. If married filing jointly, see instructions.

Your social security number

JOSEPH M NARDECCHIA

**Fill in Your Address Only
If You Are Filing This
Form by Itself and Not
With Your Tax Return**

Home address (number and street), or P.O. box if mail is not delivered to your home		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete the spaces below (see inst.)		If this is an amended return, check here <input type="checkbox"/>
Foreign country name	Foreign province/state/county	Foreign postal code

If you only owe the additional 10% tax on early distributions, you may be able to report this tax directly on Form 1040, line 58, or Form 1040NR, line 56, without filing Form 5329. See the instructions for Form 1040, line 58, or for Form 1040NR, line 56.

Part I Additional Tax on Early Distributions

Complete this part if you took a taxable distribution before you reached age 59½ from a qualified retirement plan (including an IRA) or modified endowment contract (unless you are reporting this tax directly on Form 1040 or Form 1040NR—see above). You may also have to complete this part to indicate that you qualify for an exception to the additional tax on early distributions or for certain Roth IRA distributions (see instructions).

1	Early distributions included in income. For Roth IRA distributions, see instructions.	1	
2	Early distributions included on line 1 that are not subject to the additional tax (see instructions). Enter the appropriate exception number from the instructions: _____	2	
3	Amount subject to additional tax. Subtract line 2 from line 1	3	
4	Additional tax. Enter 10% (.10) of line 3. Include this amount on Form 1040, line 58, or Form 1040NR, line 56. <i>Caution: If any part of the amount on line 3 was a distribution from a SIMPLE IRA, you may have to include 25% of that amount on line 4 instead of 10% (see instructions).</i>	4	

Part II Additional Tax on Certain Distributions From Education Accounts

Complete this part if you included an amount in income, on Form 1040 or Form 1040NR, line 21, from a Coverdell education savings account (ESA) or a qualified tuition program (QTP).

5	Distributions included in income from Coverdell ESAs and QTPs	5	
6	Distributions included on line 5 that are not subject to the additional tax (see instructions).	6	
7	Amount subject to additional tax. Subtract line 6 from line 5	7	
8	Additional tax. Enter 10% (.10) of line 7. Include this amount on Form 1040, line 58, or Form 1040NR, line 56	8	

Part III Additional Tax on Excess Contributions to Traditional IRAs

Complete this part if you contributed more to your traditional IRAs for 2013 than is allowable or you had an amount on line 17 of your 2012 Form 5329.

9	Enter your excess contributions from line 16 of your 2012 Form 5329 (see instructions). If zero, go to line 15	9	
10	If your traditional IRA contributions for 2013 are less than your maximum allowable contribution, see instructions. Otherwise, enter -0-	10	0
11	2013 traditional IRA distributions included in income (see instructions)	11	
12	2013 distributions of prior year excess contributions (see instructions)	12	
13	Add lines 10, 11, and 12	13	
14	Prior year excess contributions. Subtract line 13 from line 9. If zero or less, enter -0-	14	
15	Excess contributions for 2013 (see instructions)	15	
16	Total excess contributions. Add lines 14 and 15	16	
17	Additional tax. Enter 6% (.06) of the smaller of line 16 or the value of your traditional IRAs on December 31, 2013 (including 2013 contributions made in 2014). Include this amount on Form 1040, line 58, or Form 1040NR, line 56.	17	

Part IV Additional Tax on Excess Contributions to Roth IRAs

Complete this part if you contributed more to your Roth IRAs for 2013 than is allowable or you had an amount on line 25 of your 2012 Form 5329.

18	Enter your excess contributions from line 24 of your 2012 Form 5329 (see instructions). If zero, go to line 23	18	
19	If your Roth IRA contributions for 2013 are less than your maximum allowable contribution, see instructions. Otherwise, enter -0-	19	
20	2013 distributions from your Roth IRAs (see instructions)	20	
21	Add lines 19 and 20	21	
22	Prior year excess contributions. Subtract line 21 from line 18. If zero or less, enter -0-	22	
23	Excess contributions for 2013 (see instructions)	23	
24	Total excess contributions. Add lines 22 and 23	24	
25	Additional tax. Enter 6% (.06) of the smaller of line 24 or the value of your Roth IRAs on December 31, 2013 (including 2013 contributions made in 2014). Include this amount on Form 1040, line 58, or Form 1040NR, line 56.	25	

For Privacy Act and Paperwork Reduction Act Notice, see your tax return instructions.

Form **5329** (2013)

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

► Information about Form 4952 and its instructions is at www.irs.gov/form4952.
► Attach to your tax return.

OMB No. 1545-0191

2013
Attachment
Sequence No. **51**

Name(s) shown on return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Part I Total Investment Interest Expense

- 1 Investment interest expense paid or accrued in 2013 (see instructions)
- 2 Disallowed investment interest expense from 2012 Form 4952, line 7
- 3 **Total investment interest expense.** Add lines 1 and 2

Part II Net Investment Income

- 4a Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)

4a	
-----------	--
- b Qualified dividends included on line 4a

4b	
-----------	--
- c Subtract line 4b from line 4a.
- d Net gain from the disposition of property held for investment

4d	
-----------	--
- e Enter the smaller of line 4d or your net capital gain from the disposition of property held for investment: (see instructions)

4e	
-----------	--
- f Subtract line 4e from line 4d.
- g Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)
- h Investment income. Add lines 4c, 4f, and 4g.
- 5 Investment expenses (see instructions).
- 6 **Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-

Part III Investment Interest Expense Deduction

- 7 Disallowed investment interest expense to be carried forward to 2014. Subtract line 6 from line 3. If zero or less, enter -0-.
- 8 **Investment interest expense deduction.** Enter the smaller of line 3 or 6. See instructions

For Paperwork Reduction Act Notice, see instructions.
UYA

Passive Activity Loss Limitations

▶ See separate instructions.

▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8582 and its Instructions is available at www.irs.gov/form8582.

2013

Attachment Sequence No. **88**

Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

Identificati...

JOSEPH M and JAIME L NARDECCHIA

Part I 2013 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a	
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	(
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	(
d	Combine lines 1a, 1b, and 1c.		

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a	(
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b	(
c	Add lines 2a and 2b		

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	(
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	(
d	Combine lines 3a, 3b, and 3c		

4 Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used

- If line 4 is a loss and:
 - Line 1d is a loss, go to Part II.
 - Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
 - Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III.

Caution: If your filing status is married filing separately and you lived with your spouse a Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See the instructions

5	Enter the smaller of the loss on line 1d or the loss on line 4	6	
6	Enter \$150,000. If married filing separately, see instructions	7	
7	Enter modified adjusted gross income, but not less than zero (see instructions)	8	
Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.			
8	Subtract line 7 from line 6		
9	Multiply line 8 by 50% (.5). Do not enter more than \$25,000. If married filing separately, see instructions		
10	Enter the smaller of line 5 or line 9		
If line 2c is a loss, go to Part III. Otherwise, go to line 15.			

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for instructions

11	Enter \$25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions
12	Enter the loss from line 4
13	Reduce line 12 by the amount on line 10
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total
16	Total losses allowed from all passive activities for 2013. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year	Prior years	Overall gain or loss
	(a) Net (loss) or (gain)		
Total. Enter on Form 8582, lines 1a, 1b, and 1c			

Worksheet 2 - For Form 8582, Lines 2a

Name of activity	Current year	Prior years	Overall gain or loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year	Prior years	Overall gain or loss
(a) Net (loss) or (gain)			
Total. Enter on Form 8582, lines 3a, 3b, and 3c			

Worksheet 4 - Use this worksheet if an am

Name of activity	Form or and line to be reported (see instructions)
Total	

Worksheet 5 - Allocation of Unallowed

Name of activity	Form or and line to be reported (see instructions)
Total	

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
Total				

Worksheet 7 - Activities With Losses Reported on Two or More

Name of activity:	(a)	(b)	(c)	(d)	(e)
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total					

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

Name(s) shown on your income tax return

JOSEPH M and JAIME L NARDECCHIA

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities - List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property - If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached)	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	

If an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

(d) Fair market value	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value

Part II Partial Interests and Restricted Use Property - Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
- Name of charitable organization (donee) _____
- Address (number, street, and room or suite no.) _____
- City or town, state, and ZIP code _____
- d** For tangible property, enter the place where the property is located or kept ▶ _____
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

	Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities) - List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property - To be completed by the taxpayer and/or appraiser.

4 Check the box that describes the type of property donated:

- a Art* (contribution of \$20,000 or more)
b Qualified Conservation Contribution
c Equipment
d Art* (contribution of less than \$20,000)
e Other Real Estate
f Securities
g Collectibles**
h Intellectual Property
i Vehicles
j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 5 main rows (A-D) and 6 columns: (a) Description of donated property, (b) Tangible property summary, (c) Appraised fair market value, (d) Date acquired, (e) How acquired, (f) Donor's cost, (g) Bargain sales amount, (h) Amount claimed as deduction, (i) Date of contribution.

Part II Taxpayer (Donor) Statement - List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (taxing and assessing the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know or reasonably should know that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign

Here Signature

Title

Date

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment - To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Form with fields for Name of charitable organization, Employer identification number, Address, City or town, state, and ZIP code, Authorized signature, Title, Date.

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2013

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions. ▶ Attach to your tax return.

Attachment
Sequence No. **179**

Name(s) shown on return

Business or activity to which this form relates

Identifying number

JOSEPH M NARDECCHIA

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions.	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11.	12	
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14
15	Property subject to section 168(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>	

Section B — Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property					
h	Residential rental property					
i	Nonresidential real property					

Section C — Assets Placed in Service D

20a	Class life					
b	12-year					
c	40-year					

Part IV Summary (See instructions)

21	Listed property. Enter amount from line 28	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 through 20, and line 23. Enter here and on the appropriate lines of your return. Part V	22
23	For assets shown above and placed in service during the current tax year, enter the portion of the basis attributable to section 263A costs	23

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A— Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? 24b If "Yes," is the evidence written? Yes No

Table with columns (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost. Includes rows 25-29.

Complete this section for vehicles used by a sole proprietor or partner, or by a partnership, first answer the questions in Section B.

Information on Use of Vehicles or other "more than 5% owner," or related person. If you provided vehicles to meet an exception to completing this section for those vehicles.

Table with columns (b) Vehicle 2, (c) Vehicle 3, (d) Vehicle 4, (e) Vehicle 5, (f) Vehicle 6. Includes rows 30-36.

Section C— Questions Answer these questions to determine if you are a more than 5% owner or related person.

Who Provide Vehicles for Use by Their Employees Section B for vehicles used by employees who are more than 5% owners or related persons.

Table with columns Yes No. Includes rows 37-41.

Part VI Amortization

Table with columns (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year. Includes rows 42-44.

2013 Other Income - Supporting Details for Form 1040, Line 21

Name(s) shown on Form 1040 JOSEPH M and JAIME L NARDECCHIA	Your social security number
--	-----------------------------

Enter sources of other income below:	JOSEPH	JAIME
1. _____		
2. _____		
3. Gambling Winnings reported on Form W-2G		
Other winnings where a Form W-2G not received		
4. Jury Pay		
5. Net Operating Loss carry forward from 2012		
6. Foreign earned income exclusion from Form 2555		
7. Other Income from Schedule K-1		
8. Income from personal property rental		
9. Child's income amount from Form 8814, line 12		
10. MSA Distributions, Form 8853.		
11. Medicare Advantage MSA Distributions, Form 8853		
12. Long-term Care Distribution, Form 8853.		
13. Form 1099-MISC, Boxes 3 and 8		
14. Alaska Permanent Fund dividends		
15. Coverdell ESA or Qualified Tuition Program		
16. Cancellation of a nonbusiness debt, Form 1099-C.		
17. Cancellation of a business debt, Partnership Sch K-1		
18. HSA Distributions, Form 8889		
19. Reemployment trade adjustment assistance (RTAA)		
20. Recapture of prior year tuition and fees deduction		
21. Recapture of charitable contribution deduction of a fractional interest in tangible personal property		
22. Recapture of charitable contribution deduction if no exempt use		
23. From 8891:		
24. Income from Foreign Corporation, Form 5471		
25. Hobby income		
26. Income or loss, Form 8621		
27. Loss on excess deferral distribution.		
28. Disaster relief payments		
Total Other Income		

20

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

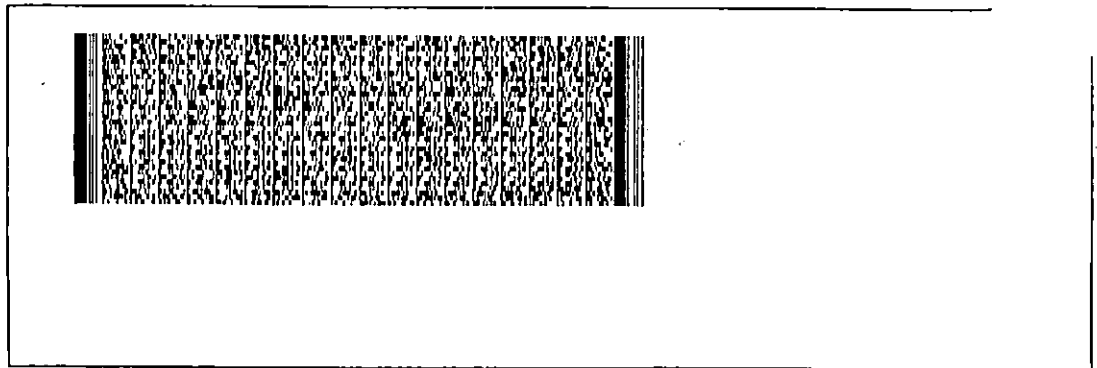
Other taxable year, beginning: 2013 and ending:

N S Y FJ N FS N HH N QW

JOSEPH M NARDECCHIA N Dec.
JAIME L NARDECCHIA N Dec.
506 RIDGEVIEW RD N CT-2210
N CT-8379 N CT-1040CRC
ORANGE CT 06477

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
3. Add Line 1 and Line 2 3.
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50) 4.
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
6. Income tax 6.
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
9. Connecticut alternative minimum tax (from Form CT-6251) 9.
10. Add Line 8 and Line 9. 10.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
13. Total allowable credits (from Schedule CT-T Credit, Part 1, Line 11) 13.
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
16. Total tax: Add Line 14 and Line 15. 16.

DO NOT STAPLE HERE



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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

Col. A - Employer or Payer's Fed. ID # Col. B - CT Withholding Tax Col. C - CT Income

18a.
 18b.
 18c.
 18d. • 0
 18e. • 0
 18f. • 0
 18g. • 0

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C.

19. All 2013 estimated tax payments and any overpayments applied from a prior year

20. Payments made with Form CT-1040 EXT

20a. Earned income tax credit (from Schedule CT-EITC, Line 16)

21. Total payments: Add Lines 18, 19, 20, and 20a.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.

23. Amount of Line 22 you want applied to your 2014 estimated tax

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 If you have not elected to direct deposit, the refund may be issued by debit card or check.

25a. Acct. type _____ it. # _____

25d. Refund going to a bank account outside the U.S. 25d. 25e. Debit card 25e. N

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.
 Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28.

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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 TO AUTHORIZE PREPARER

Your signature		Date	Home/cell telephone number
•		•	2036404413
Spouse's signature (if joint return)		Date	Daytime telephone number
•		•	• 2032149865
Paid preparer's signature		Date	Telephone number
•		•	•
Firm's name, address, and ZIP code SELF-PREPARED			Preparer's SSN or PTIN
•			•

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)
•	•	•

Form CT-1040, Page 3 of 4

Schedule 1 - Modifications to Federal Adjusted Gross Income

31. Interest on state and local government obligations other than Connecticut obligations	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 35)	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.	

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	0
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.	U

Co

Schedule 3 - Property Tax Credit

Qualifying Property

Primary Residence

Auto 1

Name of Connecticut Tax Town or District	•	•	•
Description of Property	•	•	•
Date(s) Paid	•	•	•
Amount Paid	60.	61.	62.

63. Total property tax paid: Add Lines 60, 61, and 62. 63.

64. Maximum property tax credit allowed 64. •

65. Lesser of Line 63 or Line 64. 65. •

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68. 66. •

67. Line 65 multiplied by Line 66. 67. •

68. Line 67 subtracted from Line 65. 68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7) 69a.

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7) 69b.

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7) 69c.

69. Individual use tax: Add Lines 69a, 69b, and 69c. 69. •

Schedule 5 - Contributions to Designated Charities

70a. AR 70a.

70b. OT 70b.

70c. ES/W 70c.

70d. BCR 70d.

70e. SNS 70e.

70f. MFRF 70f.

70. Total Contributions: Add Lines 70a through 70f. 70. •

Taxpayer email

For the year Jan. 1-Dec. 31, 2012, or other tax year beginning , 2012, ending , 20 See separate instructions.

Your first name and initial **JOSEPH M** Last name **NARDECCHIA** Your social security number

If a joint return, spouse's first name and initial **JAIME L** Last name **NARDECCHIA** Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. **506 RIDGEVIEW RD** 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). **ORANGE, CT 06477** Presidential Election Campaign

Foreign country name Foreign province/county Foreign postal code 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

Filing Status 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 in 5 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. 6b Spouse. 6c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) X if child under age 17 qualifying for child tax credit (see instr.)

d Total number of exemptions claimed Add nu lines at

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 58 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. 13 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 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 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 **See Attached** 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22

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 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 37 Subtract line 36 from line 22. This is your adjusted gross income 37

Tax and Credits 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, \$6,700	38	Amount from line 37 (adjusted gross income)		38
	39a	Check <input type="checkbox"/> You were born before January 2, 1948, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1948, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 39a		
		b If your spouse itemizes on a separate return or you were a dual-status alien, check here <input type="checkbox"/> 39b		
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40
	41	Subtract line 40 from line 38		41
	42	Exemptions. Multiply \$3,800 by the number on line 6d		42
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43
	44	Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/> 962 election		44
	45	Alternative minimum tax (see instructions). Attach Form 6251		45
	46	Add lines 44 and 45		46
	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	

Other Taxes	51	Child tax credit. Attach Schedule 8812, if required	51
	52	Residential energy credits. Attach Form 5695	52
	53	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	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
	56	Self-employment tax. Attach Schedule SE	56
	57	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	57

Payments If you have a qualifying child, attach Schedule EIC.	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
	62	Federal income tax withheld from Forms W-2 and 1099	62
	63	2012 estimated tax payments and amount applied from 2011 return	63
	64a	Earned income credit (EIC)	64a
		b Nontaxable combat pay election. <input type="checkbox"/> 64b	
	65	Additional child tax credit. Attach Schedule 8812	65

Refund Direct deposit? See instructions.	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments	72
	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	74a

Amount You Owe	74	Routing number	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	75	Amount of line 73 you want applied to your 2013 estimated tax	75
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)? Yes. Complete below. No

Designee's name	Phone no.	Personal identification number (PIN)
-----------------	-----------	--------------------------------------

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	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN		Phone no.	
Firm's address				

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No. 1545-0074

2012

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/form1040.
Attach to Form 1040.

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

JOSEPH M and JAIME L NARDECCHIA

Your social security number

Medical and Dental Expenses	1	Caution. Do not include expenses reimbursed or paid by others. Medical and dental expenses (see instructions)	
	2	Enter amount from Form 1040, line 38	2
	3	Multiply line 2 by 7.5% (.075)	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	
Taxes You Paid	5	State and local (check only one box):	
	a	Income taxes, or	5
	b	<input type="checkbox"/> General sales taxes	
	6	Real estate taxes (see instructions)	6
	7	Personal property taxes	7
	8	Other taxes. List type and amount	8
	9	Add lines 5 through 8	9
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	11
	12	Points not reported to you on Form 1098. See instructions for special rules	12
	13	Mortgage insurance premiums (see instructions)	13
	14	Investment interest. Attach Form 4952 if required. (See instructions.)	14
	15	Add lines 10 through 14	15
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500.	17
	18	Carryover from prior year	18
	19	Add lines 16 through 18	19
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)	20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)	21
	22	Tax preparation fees	22
	23	Other expenses - investment, safe deposit box, etc. List type and amount	23
	24	Add lines 21 through 23	24
	25	Enter amount from Form 1040, line 38	25
	26	Multiply line 25 by 2% (.02)	26
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount	28
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40	29
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here	<input type="checkbox"/>

**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

Your social security number

JOSEPH M and JAIME L NARDECCHIA

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	9			
2 Short-term totals from all Forms 8949 with box B checked in Part I				
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	
7 Net short-term capital gain or (loss). Combine lines 1 through long-term capital gains or losses, go to Part II below. Otherwise				

Part II Long-Term Capital Gains and Losses - Assets

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 (f)	(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				
9 Long-term totals from all Forms 8949 with box B checked in Part II				
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	
13 Capital gain distributions. See the instructions			13	
14 Long-term capital loss carryover. Enter the amount, if any, from Carryover Worksheet in the Instructions				
15 Net long-term capital gain or (loss). Combine lines 8 through Part III on page 2				

For Paperwork Reduction Act Notice, see your tax return instructions.
UYA

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result</p> <ul style="list-style-type: none"> • 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
<p>17 Are lines 15 and 16 both gains?</p> <p><input type="checkbox"/> Yes. Go to line 18.</p> <p><input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>	
<p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions . . . ▶</p>	18
<p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions ▶</p>	19
<p>20 Are lines 18 and 19 both zero or blank?</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.</p>	
<p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040 NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) } <p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p>	21 (
<p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p>	

**SCHEDULE E
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment
Sequence No. **13**

Name(s) shown on return

Your social security number

JOSEPH M and JAIME L NARDECCHIA

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

- A** Did you make any payments in 2012 that would require you to file Form(s) 1099? Yes No
- B** If "YES," did you or will you file required Forms 1099? Yes No

1a Physical address of each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.

A _____

B _____

C _____

Type of Property	Fair Rental Days	Personal Use Days	QJV
A			
B			
C			

Type of Property:

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
- 2 Multi-Family Residence 4 Commercial 6 Royalties

Income:	Properties:	B	C
3 Rents received	3		
4 Royalties received	4		
Expenses:			
5 Advertising	5		
6 Auto and travel (see instructions)	6		
7 Cleaning and maintenance	7		
8 Commissions	8		
9 Insurance	9		
10 Legal and other professional fees	10		
11 Management fees	11		
12 Mortgage interest paid to banks, etc. (see instructions)	12		
13 Other interest	13		
14 Repairs	14		
15 Supplies	15		
16 Taxes	16		
17 Utilities	17		
18 Depreciation expense or depletion	18		
19 Other (list) ▶	19		
20 Total expenses. Add lines 5 through 19.	20		
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see inst. to find out if you must file Form 6198	21		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22		
23a Total of all amounts reported on line 3 for all rental properties	23a		
b Total of all amounts reported on line 4 for all royalty properties	23b		
c Total of all amounts reported on line 12 for all properties	23c		
d Total of all amounts reported on line 18 for all properties	23d		
e Total of all amounts reported on line 20 for all properties	23e		
24 Income. Add positive amounts shown on line 21. Do not include any losses			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total loss			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2			

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

► Information about Form 4952 and its instructions is at www.irs.gov/form4952.
► Attach to your tax return.

OMB No. 1545-0191

2012
Attachment
Sequence No. **51**

Name(s) shown on return

Identifying number

JOSEPH M and JAIME L NARDECCHIA

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2012 (see instructions)	1	
2	Disallowed investment interest expense from 2011 Form 4952, line 7	2	
3	Total investment interest expense. Add lines 1 and 2	3	

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a		
4b	Qualified dividends included on line 4a	4b		
4c	Subtract line 4b from line 4a	4c		
4d	Net gain from the disposition of property held for investment	4d		
4e	Enter the smaller of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e		
4f	Subtract line 4e from line 4d	4f		
4g	Enter the amount from lines 4b and 4e that you elect to include in investment income (instructions)	4g		
4h	Investment income. Add lines 4c, 4f, and 4g	4h		
5	Investment expenses (see instructions)	5		
6	Net investment income. Subtract line 5 from line 4h. If zero or less, enter -0-	6		

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2013. Subtract line 6 from line 3. If zero or less, enter -0-	7	
8	Investment interest expense deduction. Enter the smaller of line 3 or 6. See instructions.	8	

For Paperwork Reduction Act Notice, see instructions.
UYA

Form 4952 (2012)

For the year Jan. 1–Dec. 31, 2012, or other tax year beginning 2012, ending 20 See separate instructions. Your first name and initial GREGORY Last name HANCOCK Your social security number 1 If a joint return, spouse's first name and initial KATHLEEN P. Last name HANCOCK Spouse's 189 MILE CREEK RD Apt no. Make sure the SSN(s) at one and on line 6c are correct. OLD LYME CT 06371 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. Foreign country name Foreign province/state/county Foreign postal code You Spouse

Filing Status 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. 6b Spouse. 6c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) Child under age 17 qualified for child tax credit (see instr.) Boxes checked on 6a and 6b No. of children on 6c who: lived with you did not live with you due to divorce or separation (see instructions) Dependents or 6c not entered above Add numbers on lines above Total number of exemptions claimed

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 10 Taxable refunds, credits, or offsets of state and local income taxes 11 Alimony received 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13 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 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 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 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22

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 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 37 Subtract line 36 from line 22. This is your adjusted gross income 37

Do Not File Client Copy

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38

39a Check You were born before January 2, 1948, Blind. Total boxes checked 39a
 if: Spouse was born before January 2, 1948, Blind. 39b

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. Multiply \$3,800 by the number on line 6d 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4972 c 952 elec. 44

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Add lines 44 and 45 46

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

Other Taxes

56 Self-employment tax. Attach Schedule SE 56

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

Payments

62 Federal income tax withheld from Forms W-2 and 1099 62

63 2012 estimated tax payments and amount applied from 2011 return 63

64a Earned Income credit (EIC) 64a

b Nonrefundable child tax credit 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 Reserved c 8801 d 8885 71

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments 72

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid 73

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a

b Routing number 74b

c Type: Checking Savings 74c

d Account number 74d

75 Amount of line 73 you want applied to your 2013 estimated tax 75

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)? Yes. Complete below No

Designee's name COLEEN H. DUFFY Personal identification number (PIN) []

Phone no 860-342-3073

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.

Your signature [Signature] Date 09/11/15 Your occupation PHARMACIST Daytime phone number []

Spouse's signature. If a joint return, both must sign. Date 09/11/15 Spouse's occupation TEACHER If the IRS sent you an identity protection PIN, enter it here (see instr.) []

Paid Preparer's name COLEEN H. DUFFY Preparer's signature COLEEN H. DUFFY Date 09/11/15 Check self-employed PTIN []

Preparer Firm's name HINTZ & COMPANY, LLC Firm's EIN []

Use Only Firm's address P.O. BOX 294 Phone no 860-342-3073
PORTLAND CT 06480

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99) Name(s) shown on Form 1040

Itemized Deductions

Information about Schedule A and its separate instructions is at www.irs.gov/form1040.

Attach to Form 1040.

GREGORY & KATHLEEN P. HANCOCK

Form 1040 Schedule A Itemized Deductions table with sections: Medical and Dental Expenses, Taxes You Paid, Interest You Paid, Gifts to Charity, Casualty and Theft Losses, Job Expenses and Certain Miscellaneous Deductions, Other Miscellaneous Deductions, Total Itemized Deductions.

Do Not File Client Copy

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99) Name(s) shown on return

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.) Attach to Form 1040, 1040NR, or Form 1041.

Information about Schedule E and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment Sequence No. 13

Your social security number

GREGORY & KATHLEEN P. HANCOCK

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) B If "Yes," did you or will you file all required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code) A 29 GRAVEL STREET, MERIDEN, CT 06450 B C

Table with columns: 1b Type of Property (from list below), 2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions. Fair Rental Days, Personal Use Days, QJV. Rows A, B, C.

- Type of Property: 1 Single Family Residence, 2 Multi-Family Residence, 3 Vacation/Short-Term Rental, 4 Commercial, 5 Land, 6 Royalties, 7 Self-Rental, 8 Other (describe)

Main table for income and expenses. Columns: Income, Properties, A, B, C. Rows include Rents received, Royalties received, Advertising, Auto and travel, Cleaning and maintenance, Commissions, Insurance, Legal and other professional fees, Management fees, Mortgage interest, Other interest, Repairs, Supplies, Taxes, Utilities, Depreciation expense, Other (list), Total expenses, Subtract line 20 from line 3, Deductible rental real estate loss, Total of all amounts reported on line 3, Total of all amounts reported on line 4, Total of all amounts reported on line 12, Total of all amounts reported on line 18, Total of all amounts reported on line 20, Income, Losses, Total rental real estate and royalty income or (loss).

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Name(s) shown on return. Do not enter name and social security number if shown on other side

Your social security number

GREGORY & KATHLEEN P. HANCOCK

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 instructions.

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 instructions before completing this section.

Yes No

Table with 5 columns: (a) Name, (b) Enter P for partnership, S for S corporation, (c) Check if foreign partnership, (d) Employer identification, (e) Check if any amount is not at risk. Rows A, B, C, D.

Table with 5 columns: (f) Passive loss allowed, (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. Rows A, B, C, D, 29a Totals, 29b Totals.

30 Add columns (g) and (j) of line 29a
31 Add columns (f), (h), and (i) of line 29b
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

Part III Income or Loss From Estates and Trusts

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Table with 2 columns: (a) Name, (b) Employer identification number. Rows A, B.

Table with 4 columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Rows A, B, 34a Totals, 34b Totals.

35 Add columns (d) and (f) of line 34a
36 Add columns (c) and (e) of line 34b
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

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 38, 39 Combine columns (d) and (e) only.

Part V Summary

Table with 2 columns: Description, Amount. Rows 40 Net farm rental income, 41 Total income or (loss), 42 Reconciliation of farming and fishing income, 43 Reconciliation for real estate professionals.

Form **6251**

Alternative Minimum Tax—Individuals

OMB No. 1545-0074

► Information about Form 6251 and its separate instructions is at www.irs.gov/form6251.

Department of the Treasury
Internal Revenue Service (99)

► Attach to Form 1040 or Form 1040NR.

2012
Attachment
Sequence No **32**

Name(s) shown on Form 1040 or Form 1040NR

GREGORY & KATHLEEN P. HANCOCK

Your serial number

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2
3	Taxes from Schedule A (Form 1040), line 9	3
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5
6	Skip this line. It is reserved for future use	6
7	Tax refund from Form 1040, line 10 or line 21	7
8	Investment interest expense (difference between regular tax and AMT)	8
9	Depletion (difference between regular tax and AMT)	9
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10
11	Alternative tax net operating loss deduction	11
12	Interest from specified private activity bonds exempt from the regular tax	12
13	Qualified small business stock (7% of gain excluded under section 1202)	13
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16
17	Disposition of property (difference between AMT and regular tax gain or loss)	17
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18
19	Passive activities (difference between AMT and regular tax income or loss)	19
20	Loss limitations (difference between AMT and regular tax income or loss)	20
21	Circulation costs (difference between regular tax and AMT)	21
22	Long-term contracts (difference between AMT and regular tax income)	22
23	Mining costs (difference between regular tax and AMT)	23
24	Research and experimental costs (difference between regular tax and AMT)	24
25	Income from certain installment sales before January 1, 1987	25
26	Intangible drilling costs preference	26
27	Other adjustments, including income-based related adjustments	27
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately, see instructions.)	28

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Part II Alternative Minimum Tax (AMT)

29	Exemption. See instructions	29
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30
31	<ul style="list-style-type: none"> If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on the back and enter the amount from line 54 here. All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result. 	31
32	Alternative minimum tax foreign tax credit (see instructions)	32
33	Tentative minimum tax. Subtract line 32 from line 31	33
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see instructions)	34
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8801**

Department of the Treasury
Internal Revenue Service (99)

**Credit for Prior Year Minimum Tax—
Individuals, Estates, and Trusts**

► Information about Form 8801 and its separate instructions is at www.irs.gov/form8801.
► Attach to Form 1040, 1040NR, or 1041.

OMB No. 1545-1073

2012

Attachment
Sequence No. **74**

Name(s) shown on return

Identifying number

GREGORY & KATHLEEN P. HANCOCK

Part I Net Minimum Tax on Exclusion Items

1	Combine lines 1 and 10 of your 2011 Form 6251. Estates and trusts, see instructions	1
2	Enter adjustments and preferences treated as exclusion items (see instructions)	2
3	Minimum tax credit net operating loss deduction (see instructions)	3
4	Combine lines 1, 2, and 3. If zero or less, enter -0- here and on line 15 and go to Part II. If more than \$223,900 and you were married filing separately for 2011, see instructions	4
5	Enter: \$74,450 if married filing jointly or qualifying widow(er) for 2011; \$48,450 if single or head of household for 2011; or \$37,225 if married filing separately for 2011. Estates and trusts, enter \$22,500	5
6	Enter: \$150,000 if married filing jointly or qualifying widow(er) for 2011; \$112,500 if single or head of household for 2011; or \$75,000 if married filing separately for 2011. Estates and trusts, enter \$75,000	6
7	Subtract line 6 from line 4. If zero or less, enter -0- here and on line 8 and go to line 9	7
8	Multiply line 7 by 25% (.25)	8
9	Subtract line 8 from line 5. If zero or less, enter -0-. If under age 24 at the end of 2011, see instructions	9
10	Subtract line 9 from line 4. If zero or less, enter -0- here and on line 11 and go to Part II. Form 1040NR filers, see instructions	10
11	<ul style="list-style-type: none"> • If for 2011 you filed Form 2555 or 2555-EZ, see instructions for the amount to enter. • If for 2011 you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b (Form 1041, line 2b(2)); or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (lines 14a and 15, column (2), of Schedule D (Form 1041)), complete Part III of Form 8801 and enter the amount from line 47 here. Form 1040NR filers, see instructions. • All others: If line 10 is \$175,000 or less (\$87,500 or less if married filing separately for 2011), multiply line 10 by 26% (.26). Otherwise, multiply line 10 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2011) from the result. Form 1040NR filers, see instructions. 	11
12	Minimum tax foreign tax credit on exclusion items (see instructions)	12
13	Tentative minimum tax on exclusion items. Subtract line 12 from line 11	13
14	Enter the amount from your 2011 Form 6251, line 34, or 2011 Form 1041, Schedule I, line 55	14
15	Net minimum tax on exclusion items. Subtract line 14 from line 13. If zero or less, enter -0-	15

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For Paperwork Reduction Act Notice, see instructions.

Part II Current Year Nonrefundable and Refundable Credits and Carryforward to 2013

16	Enter the amount from your 2011 Form 6251, line 35, or 2011 Form 1041, Schedule I, line 56	16
17	Enter the amount from line 15	17
18	Subtract line 17 from line 16. If less than zero, enter as a negative amount	18
19	2011 credit carryforward. Enter the amount from your 2011 Form 8801, line 28	19
20	Enter your 2011 unallowed qualified electric vehicle credit (see instructions)	20
21	Combine lines 18 through 20. If zero or less, stop here and see the instructions	21
22	Enter your 2012 regular income tax liability minus allowable credits (see instructions)	22
23	Enter the amount from your 2012 Form 6251, line 33, or 2012 Form 1041, Schedule I, line 54	23
24	Subtract line 23 from line 22. If zero or less, enter -0-	24
25	Current year nonrefundable credit. Enter the smaller of line 21 or line 24. Also enter this amount on your 2012 Form 1040, line 53 (check box b); Form 1040NR, line 50 (check box b); or Form 1041, Schedule G, line 2c	25
26	Estates and trusts: Skip lines 26 and 27 and go to line 28. Individuals: Did you have a minimum tax credit carryforward to 2010 (on your 2009 Form 8801, line 30)? <input type="checkbox"/> No. Leave lines 26 and 27 blank and go to line 28. <input type="checkbox"/> Yes. Complete Part IV of Form 8801 to figure the amount to enter.	26
27	Is line 26 more than line 25? <input type="checkbox"/> No. Leave line 27 blank and go to line 28. Yes. Subtract line 25 from line 26. This is your current year refundable credit. Enter the result here and on your 2012 Form 1040, line 71 (check box c), or Form 1040NR, line 67 (check box c)	27
28	Credit carryforward to 2013. Subtract the larger of line 25 or line 26 from line 21. Keep a record of this amount because you may use it in future years	28

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Part IV Tentative Refundable Credit

48	Enter the amount from line 21		48
49	Enter the total of lines 18 and 20 from your 2010 Form 8801. If zero or less, enter -0-	49	
50	Enter the total of lines 18 and 20 from your 2011 Form 8801. If zero or less, enter -0-	50	
51	Enter the total of lines 18 and 20 from your 2012 Form 8801. If zero or less, enter -0-	51	
52	Add lines 49 through 51		52
53	Long-term unused minimum tax credit. Subtract line 52 from line 48 (If zero or less, enter -0- here and on line 26. Do not complete the rest of Part IV)		53
54	Multiply line 53 by 50% (.50)		54
55	Enter the amount from your 2011 Form 8801, line 57		55
56	Enter the larger of line 54 or line 55		56
57	Enter the smaller of line 53 or line 56. Enter the result here and on line 26		57

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Federal Statements

12:42 PM

HOUSE

Statement 1 - Schedule E, Line 19 - Other Expenses

<u>Description</u>	<u>Gross Amount</u>	<u>Business Use Percentage</u>	<u>Net Amount</u>
	\$ _____		\$ _____
	\$ _____		\$ _____
	=====		=====

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20

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2012 and ending:
N S Y FJFC N FJC N FSFC N FSC N HH N QW

GREGORY HANCOCK N Dec.
KATHLEEN P HANCOCK N Dec.
189 MILE CREEK RD Y CT-2210
N CT-8379 N CT-
OLD LYME CT 06371

- 1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4) 1.
- 2. Additions to federal adjusted gross income (from Schedule 1, Line 39) 2.
- 3. Add Line 1 and Line 2 3.
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 40) 4.
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3. 5.
- 6. Income tax 6.
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59) 7.
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered. 8.
- 9. Connecticut alternative minimum tax (from Form CT-6251) 9.
- 10. Add Line 8 and Line 9. 10.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68) 11.
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered. 12.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11) 13.
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered. 14.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered. 15.
- 16. Total tax: Add Line 14 and Line 15. 16.

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



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REDACTED
REDACTED

Form CT-1040 Page 2 of 4

17. Amount from Line 16 17.

W-2, W-2G, or

Col. A - Employer or Payer's Fed ID # Col. C - C

- 18a. •
- 18b. •
- 18c. •
- 18d. •
- 18e. •
- 18f. •
- 18g. •

18h. Additional Connecticut withholding (from Supplemental Sched 18h.

18. Total Connecticut income tax withheld: Amounts in 18.

19. All 2012 estimated tax payments and any overpayment 19.

20. Payments made with Form CT-1040 EXT 20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.

21. Total payments: Add Lines 18, 19, 20, and 20a. 21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.

23. Amount of Line 22 you want applied to your 2013 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 18 and 24 subtracted from Line 22. 25.
 You have not elected to direct deposit, the refund may be issued by check or check.
 25a. Acct. type 25b. Route # 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.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27

28. If late: Interest entered.
Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28.

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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
• COLEEN H. DUFFY		• 09112015	• 8603423073
Firm's name, address, and ZIP code			FEIN
HINTZ & COMPANY, LLC P.O. BOX 294 PORTLAND, CT 06480			

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)
• COLEEN H. DUFFY	• 8603423073	

Sign Here
Keep a copy for your records

Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Name of Connecticut Tax Town or District	Primary Residence	Auto 1
Description of Property		
Date(s) Paid		
Amount Paid	60.	61.

- 63. Total property tax paid: Add Lines 60, 61, and 62. 63.
- 64. Maximum property tax credit allowed 64.
- 65. Lesser of Line 63 or Line 64. 65.
- 66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68. 66.
- 67. Line 65 multiplied by Line 66. 67.
- 68. Line 67 subtracted from Line 65. 68.

Schedule 4 - Individual Use Tax

- 69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7) 69a.
- 69b. Use tax at 6.75% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7) 69b.
- 69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7) 69c.
- 69. Individual use tax: Add Lines 69a, 69b, and 69c. 69.

Schedule 5 - Contributions to Designated Charities

- 70a. AR 70a.
- 70b. OT 70b.
- 70c. ESW 70c.
- 70d. BCR 70d.
- 70e. SNS 70e.
- 70f. MFRF 70f.
- 70. Total Contributions: Add Lines 70a through 70f. 70.

Taxpayer email

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Form CT-1040, Page 4 of 4

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

Name of Connecticut Tax Town or District	Primary Residence	Auto 1
Description of Property		
Date(s) Paid		
Amount Paid	60.	61.

- 63. Total property tax paid: Add Lines 60, 61, and 62. 63.
- 64. Maximum property tax credit allowed 64.
- 65. Lesser of Line 63 or Line 64. 65.
- 66. Property tax credit limitation decimal amount; If zero, the amount from Line 65 is entered on Line 68. 66.
- 67. Line 65 multiplied by Line 66. 67.
- 68. Line 67 subtracted from Line 65. 68.

Schedule 4 - Individual Use Tax

- 69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7) 69a.
- 69b. Use tax at 6.25% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7) 69b.
- 69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7) 69c.
- 69. Individual use tax: Add Lines 69a, 69b, and 69c. 69.

Schedule 5 - Contributions to Designated Charities

- 70a. AR 70a.
- 70b. OT 70b.
- 70c. ES/W 70c.
- 70d. BCR 70d.
- 70e. SNS 70e.
- 70f. MFRF 70f.
- 70. Total Contributions: Add Lines 70a through 70f. 70.

Taxpayer email

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GREGORY & KATHLEEN P. HANCOCK

Part II – Required Annual Payment

Complete Part II to determine if you were required to make estimated payments. See instructions.

1. 2012 Connecticut income tax.
2. Multiply Line 1 by 90% (.90). Farmers and fishermen, see instructions.
3. Connecticut income tax withheld
4. Subtract Line 3 from Line 1. If the result is less than \$1,000, stop here. Do not complete or file this form.
5. Enter your 2011 Connecticut income tax. See instructions.
6. Enter the smaller of Line 2 or Line 5. This is your required annual payment for 2012
7. Subtract Line 3 from Line 6. If the result is zero or less, stop here. Do not complete or file this form.

Part III – Calculate Your Underpayment and Interest for Each Calendar Quarter See instructions.

	A	B	C	D	Total
8. Enter the required annual payment from Part II, Line 6. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box A, or Box D, see instructions.					
9. Installment percentages					
10. Multiply Line 8 by Line 9. Enter each result in the appropriate column. If you checked Part I, Box A, see instructions.					
11. Enter the total Connecticut tax withheld, Part II, Line 3. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box C, skip this line and see instructions for Line 13.					
12. Withholding percentages					
13. Multiply Line 11 by Line 12. Enter each result in the appropriate column. If you checked Part I, Box C, see instructions.					
14. Subtract Line 13 from Line 10. Enter each result in the appropriate column. If Line 13 is equal to or greater than Line 10 in any column, enter "0" in that column.					
15. Enter the estimated tax payments. See instructions.					
16. Underpayments - Subtract Line 15 from Line 14. Enter each result in the appropriate column. If Line 15 is equal to or greater than Line 14 in any column, enter "0" in that column.					
17. Interest - Use Worksheets A, B, C, and D of Schedule B and enter each result in the appropriate column. Add Columns A, B, C, and D. Enter the total in the Total Column and on the appropriate line of your Connecticut income tax return.					

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Attach this form to the back of your Connecticut income tax return.

Keep a copy of this worksheet for your records.

Form CT-2210	Connecticut Underpayment of Estimated Tax Worksheet	2012
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Name: GREGORY & KATHLEEN P. HANCOCK Taxpayer Identification Number: _____

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
Due date of estimated payment	_____	_____	_____	_____	
Amount of underpayment	_____	_____	_____	_____	
2011 overpayment applied	_____	_____	_____	_____	
Withholding	_____	_____	_____	_____	
Other Payments	_____	_____	_____	_____	
	1st Payment	2nd Payment	3rd Payment	4th Payment	5th Payment
Date of payment	_____	_____	_____	_____	_____
Amount of payment	_____	_____	_____	_____	_____

REDACTED

REDACTED

PENALTY

REDACTED

REDACTED

REDACTED

REDACTED

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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 GREGORY	Last name HANCOCK	
If a joint return, spouse's first name and middle initial KATHLEEN P.	Last name HANCOCK	Spouse's SSN

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

1. Federal alternative minimum taxable income: See instructions.	▶	1.	
2. Additions to federal alternative minimum taxable income: See instructions.	▶	2.	
3. Add Line 1 and Line 2.		3.	
4. Subtractions from federal alternative minimum taxable income: See instructions.	▶	4.	
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.	
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.	
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.	
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.		8.	
9. Multiply Line 8 by 25% (.25).		9.	
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.	
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.			
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 3, 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.	
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32	▶	13.	
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.		14.	
15. Multiply Line 14 by 19% (.19).		15.	
16. Multiply Line 5 by 5.5% (.055).		16.	
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.		17.	
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.	
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10	▶	20.	
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."		21.	
22. Credit for alternative minimum tax paid to qualifying jurisdictions: Residents and part-year residents only from Schedule A, Line 51	▶	22.	
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.	

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GREGORY & KATHLEEN P. HANCOCK

Part II Complete Part II of this form only if you are required to complete Part III of federal Form 6251

24. Enter the amount from Line 11. If you are filing federal Form 2555 or Form 2555-EZ, enter the amount from Line 3 of the Connecticut Foreign Earned Income Tax Worksheet on Page 4.	24.	
25. Enter the amount from federal Form 6251, Line 37. See instructions.	25.	
26. Enter the amount from federal Form 6251, Line 38. See instructions.	26.	
27. Enter the amount from federal Form 6251, Line 39. See instructions.	27.	
28. Enter the smaller of Line 24 or Line 27.	28.	
29. Subtract Line 26 from Line 24.	29.	
30. If Line 29 is \$175,000 or less (\$87,500 or less if filing separately), multiply Line 29 by 26% (.26). Otherwise, multiply Line 29 by 28% (.28) and subtract \$3,500 (\$1,750 if filing separately) from the result.	30.	
31. Enter: • \$70,700, if filing jointly or qualifying widow(er); • \$35,350, if single or filing separately; or • \$47,350, if head of household.	31.	
32. Enter the amount from federal Form 6251, Line 44. See instructions.	32.	
33. Subtract Line 32 from Line 31. If zero or less, enter "0."	33.	
34. Enter the smaller of Line 24 or Line 25.	34.	
35. Enter the smaller of Line 33 or Line 34.	35.	
36. Subtract Line 35 from Line 34.	36.	
37. Multiply Line 36 by 15% (.15). If Line 26 is zero or blank, skip Lines 38 and 39 and go to Line 40. Otherwise, go to Line 38.	37.	
38. Subtract Line 34 from Line 24.	38.	00
39. Multiply Line 36 by 25% (.25).	39.	
40. Add Lines 30, 37 and 39.	40.	
41. If Line 24 is \$175,000 or less (\$87,500 or less if filing separately), multiply Line 24 by 26% (.26). Otherwise, multiply Line 24 by 28% (.28) and subtract \$3,500 (\$1,750 if filing separately) from the result.	41.	
42. Enter the smaller of Line 40 or Line 41 here and on Line 12. If you are filing federal Form 2555 or Form 2555-EZ, do not enter this amount on Line 12. Enter it on Line 4 of the Connecticut Foreign Earned Income Worksheet on Page 4 of the instructions.	42.	

Do Not File Client Copy

Form CT-6251 Schedule A

Schedule A - Credit for Alternative Minimum Tax Paid to Qualifying Jurisdictions

You must attach a copy of your return filed with the qualifying jurisdiction(s) or your credit will be disallowed.

43. Modified adjusted federal alternative minimum taxable income: See instructions.

43. 00

For each column, enter the following:

- 44. Enter qualifying jurisdiction's name and two-letter code.
 - 45. Enter the non-Connecticut adjusted federal alternative minimum taxable income included on Line 43 which is subject to a qualifying jurisdiction's alternative minimum tax.
 - 46. Divide Line 45 by Line 43. Round to four decimal places.
 - 47. Enter the net Connecticut minimum tax (from Form CT-6251, Line 21). Part-Year Residents, see instructions below.
 - 48. Multiply Line 46 by Line 47.
 - 49. Alternative minimum tax paid to a qualifying jurisdiction: See instructions.
 - 50. Enter the lesser of Line 48 or Line 49.
51. Total credit: Add Line 50, all columns. Enter amount here and on Line 22 on the front of this form.

	Column A		Column B	
	Name	Code	Name	Code
44.				
45.				
46.				
47.				
48.				
49.				
50.				

Form **4562**

Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2012

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions. ▶ Attach to your tax return.

Attachment
Sequence No. **179**

Name(s) shown on return

Business or activity to which this form relates

Identifying number

JOSEPH M NARDECCHIA

PARK TOWERS APT. 317

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions.	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14
15	Property subject to section 168(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>	

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	25-year property					
h	Residential rental property			MM	S/L	
i	Nonresidential real property			MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year				S/L	
c	40-year			MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? Yes No 24b If "Yes," is the evidence written? Yes No

Table with columns: (a) Type of property, (b) Date placed in service, (c) Business/investment use percentage, (d) Cost or other basis, (e) Basis for depreciation, (f) Recovery period, (g) Method/Convention, (h) Depreciation deduction, (i) Elected section 179 cost.

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions).

Section B - Information on Use of Vehicles Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person if you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles

Table with columns for Vehicle 1 through Vehicle 6 and rows for miles driven (30-33) and availability for personal use (34-36).

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

Table with rows 37-41 and columns Yes/No for questions about written policies and requirements.

Part VI Amortization

Table with columns: (a) Description of costs, (b) Date amortization begins, (c) Amortizable amount, (d) Code section, (e) Amortization period or percentage, (f) Amortization for this year.

2012 Other Income - Supporting Details for Form 1040, Line 21

Name(s) shown on Form 1040 JOSEPH M and JAIME L NARDECCHIA	Your social security number
--	-----------------------------

Enter sources of other income below:	JOSEPH	JAIME
1. _____		
2. _____		
3. Gambling Winnings reported on Form W-2G		
Other winnings where a Form W-2G not received		
4. Jury Pay		
5. Net Operating Loss carry forward from 2011		
6. Foreign earned income exclusion from Form 2555		
7. Other Income from Schedule K-1		
8. Income from personal property rental		
9. Child's income amount from Form 8814, line 12		
10. MSA Distributions, Form 8853		
11. Medicare Advantage MSA Distributions, Form 8853		
12. Long-term Care Distribution, Form 8853		
13. Form 1099-MISC, Boxes 3 and 8		
14. Alaska Permanent Fund dividends		
15. Coverdell ESA or Qualified Tuition Program		
16. Cancellation of a nonbusiness debt, Form 1099-C		
17. Cancellation of a business debt, Partnership Sch K-1		
18. HSA Distributions, Form 8889		
19. Alternative trade adjustment assistance payments		
20. Recapture of prior year tuition and fees deduction		
21. Recapture of charitable contribution deduction of a fractional interest in tangible personal property		
22. Recapture of charitable contribution deduction if no exempt use		
23. From 8891: _____		
24. Income from Foreign Corporation, Form 5471		
25. Hobby income		
26. Income or loss, Form 8621		
27. Loss on excess deferral distribution		
28. Disaster relief payments		
Total Other Income		

20

Form CT-1040 - 2012, Page 1 of 4
Connecticut Resident Income Tax Return

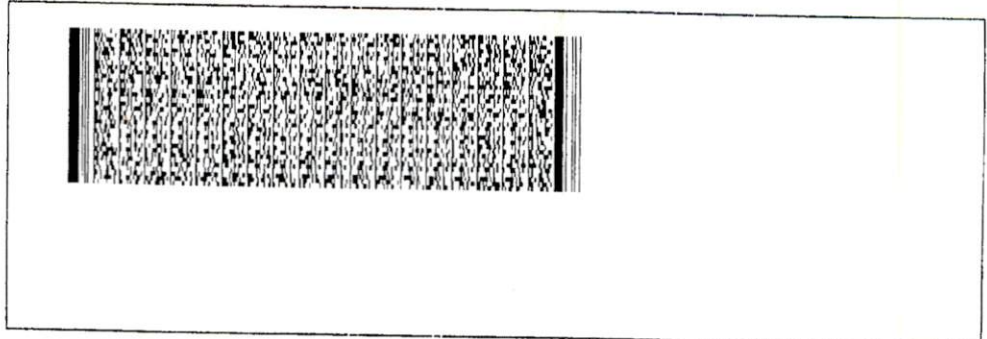
Other taxable year, beginning 2012 and ending:
N S Y FJFC N FJC N FSFC N FSC N HH N OW

JOSEPH M NARDECCHIA N Dec.
JAIME L NARDECCHIA N Dec.
506 RIDGEVIEW RD N CT-2210
N CT-8379 N CT-1040CRC
ORANGE CT 06477

- 1. Federal adjusted gross income (from federal Form 1040, Line 37, Form 1040A, Line 21; or Form 1040EZ, Line 4)
- 2. Additions to federal adjusted gross income (from Schedule 1, Line 39)
- 3. Add Line 1 and Line 2
- 4. Subtractions from federal adjusted gross income (from Schedule 1, Line 50)
- 5. Connecticut adjusted gross income: Line 4 subtracted from Line 3.
- 6. Income tax
- 7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)
- 8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.
- 9. Connecticut alternative minimum tax (from Form CT-6251)
- 10. Add Line 8 and Line 9.
- 11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)
- 12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.
- 13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)
- 14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered.
- 15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.
- 16. Total tax: Add Line 14 and Line 15

REDACTED
REDACTED
REDACTED

DO NOT STAPLE HERE OR TO FORMS



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

W-2, W-2G, and 1099 |
 Col. A - Employer or Payer's Fed. ID # | Col. B - CT We | Col. C - CT Inco

- 18a. •
- 18b. •
- 18c. •
- 18d. •
- 18e. •
- 18f. •
- 18g. •

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h

- 18. Total Connecticut income tax withheld: Amounts in Column C. 18.
- 19. All 2012 estimated tax payments and any overpayments applied from a prior year 19.
- 20. Payments made with Form CT-1040 EXT 20.
- 20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.
- 21. Total payments: Add Lines 18, 19, 20 and 20a 21
- 22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.
- 23. Amount of Line 22 you want applied to your 2013 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 23 and 24 subtracted from Line 22. 25.
 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.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered.

Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01). 28

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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
•		•	• 203-640-4413
Spouse's signature (if joint return)		Date	Daytime telephone number
•		•	• 203-214-9865
Paid preparer's signature		Date	Telephone number
•		•	•
Firm's name, address, and ZIP code		FEIN	
SELF-PREPARED		•	

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)
•	•	•

SIGN HERE TO COPY FROM A PUBLIC FILING

REDACTED

Form CT-1040, Page 3 of 4

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 35)	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: Enter 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.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.
52. Qualifying jurisdiction's name and two-letter code	52. •
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.

Col.

Schedule 3 - Property Tax Credit

<i>Qualifying Property</i>	<i>Primary Residence</i>	<i>Auto 1</i>	<i>Auto 2</i>
Name of Connecticut Tax Town or District •	•	•	•
Description of Property •	•	•	•
Date(s) Paid •	•	•	•
Amount Paid	0	0	0
60.	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64.
65. Lesser of Line 63 or Line 64.			65.
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66.
67. Line 65 multiplied by Line 66.			67.
68. Line 67 subtracted from Line 65.			68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c	69.

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MFRF	70f.
70. Total Contributions: Add Lines 70a through 70f.	70.

Taxpayer email

NARDEX@GMAIL.COM

For the year Jan. 1–Dec. 31, 2013, or other tax year beginning _____, 2013, ending _____, 20 **See separate instructions.**

Your first name and initial **GREGORY** Last name **HANCOCK**

If a joint return, spouse's first name and initial **KATHLEEN P.** Last name **HANCOCK**

Home address (number and street). If you have a P.O. box, see instructions **189 MILE CREEK RD** Apt. no. _____

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions) **OLD LYME CT 06371**

Foreign country name _____ Foreign province/state/county _____ Foreign postal code _____

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

Filing Status 1 Single 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.
2 Married filing jointly (even if only one had income) 5 Qualifying widow(er) with dependent child
3 Married filing separately. Enter spouse's SSN above and full name here.

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a. } Boxes checked on 6a and 6b
b Spouse } No. of children on 6c who:
c **Dependents:** } • lived with you
 } • did not live with you due to divorce or separation (see instructions).
(1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) If child under age 17 qualified for child tax credit (see instr.) } Dependents on 6c not entered above.
d Total number of exemptions claimed Add numbers on lines above.

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7
8a Taxable interest. Attach Schedule B if required 8a
b Tax-exempt interest. Do not include on line 8a 8b
9a Ordinary dividends. Attach Schedule B if required 9a
Qualified dividends 9b
10 Taxable refunds, tax credits, etc., offsets of state and local income taxes 10
11 Alimony received 11
12 Business income or (loss). Attach Schedule C or C-EZ 12
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. 13
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
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17
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 21
22 Combine the amounts in the far right column for lines 7 through 21. This is your total income. 22

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
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
37 Subtract line 36 from line 22. This is your adjusted gross income. 37

Tax and Credits

38 Amount from line 37 (adjusted gross income) **38**

39a Check if: You were born before January 2, 1949, Blind. Spouse was born before January 2, 1949, Blind. } Total boxes checked **39a**

b If your spouse itemizes on a separate return or you were a dual-status alien, check here **39b**

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) **40**

41 Subtract line 40 from line 38 **41**

42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instructions **42**

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- **43**

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4972 c **44**

45 Alternative minimum tax (see instructions). Attach Form 6251 **45**

46 Add lines 44 and 45 **46**

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**

Other Taxes

56 Self-employment tax. Attach Schedule SE **56**

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 Taxes from: Form 8959 b Form 8960 c Instructions; enter code(s) **60**

61 Add lines 55 through 60. This is your total tax **61**

Payments

62 Federal income tax withheld from Forms W-2 and 1099 **62**

63 2013 estimated tax payments and amount applied from 2012 return **63**

64a Earned income credit (EIC) **64a**

b Non-taxable 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 Reserved c 8885 d **71**

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments **72**

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid **73**

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here **74a**

b Routing number **b**

c Type: Checking Savings **c**

d Account number **d**

75 Amount of line 73 you want applied to your 2014 estimated tax **75**

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)? Yes. Complete below No

Designee's name **COLEEN H. DUFFY** Personal identification number (PIN) **860-342-3073**

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.

Your signature **COLEEN H. DUFFY** Date **09/11/15** Your occupation **PHARMACIST** Daytime phone number **860-342-3073**

Spouse's signature, if a joint return, both must sign. Date **09/11/15** Spouse's occupation **TEACHER**

Paid Preparer Use Only

Print/type preparer's name **COLEEN H. DUFFY** Preparer's signature **COLEEN H. DUFFY** Date **09/11/15** Check if self-employed

Firm's name **HINTZ & COMPANY, LLC** Firm's EIN **CT 06480**

Firm's address **P.O. BOX 294 PORTLAND CT 06480** Phone no. **860-342-3073**

**SCHEDULE A
(Form 1040)**

Itemized Deductions

OMB No. 1545-0074

2013

Department of the Treasury
Internal Revenue Service (99)

Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

Attach to Form 1040.

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	
	2	Enter amount from Form 1040, line 38 2		
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4
Taxes You Paid	5 State and local (check only one box):		5	
	a	Income taxes, or		
	b	General sales taxes		
	6	Real estate taxes (see instructions)	6	
	7	Personal property taxes	7	
	8	Other taxes. List type and amount	8	
	9	Add lines 5 through 8		9
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address		
	12	Points not reported to you on Form 1098. See instructions for special rules	12	
	13	Mortgage insurance premiums (see instructions)	13	
	14	Investment interest. Attach Form 1092 if required. (See instructions.)		
	15	Add line 10 through 14		15
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18	
	19	Add lines 16 through 18		19
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.)	21	
	22	Tax preparation fees	22	
	23	Other expenses—investment, safe deposit box, etc. List type and amount	23	
	24	Add lines 21 through 23	24	
	25	Enter amount from Form 1040, line 38 25		
	26	Multiply line 25 by 2% (.02)	26	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27
Other Miscellaneous Deductions	28	Other—from list in instructions. List type and amount		28
Total Itemized Deductions	29	Is Form 1040, line 38, over \$150,000? No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.		29
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here		

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SCHEDULE B
(Form 1040A or 1040)

Interest and Ordinary Dividends

OMB No 1545-0044
2013
Attachment Sequence No (18)

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Schedule B (Form 1040A or 1040) and its instructions is at www.irs.gov/scheduleb.

Name(s) shown on return

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Part I
Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions on back and list this interest first. Also, show that buyer's social security number and address ▶

(See instructions on back and the instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form

- 2** Add the amounts on line 1
- 3** Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815
- 4** Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

Note. If line 4 is over \$1,500, you must complete Part III.

Amount

1

2

3

4

Amount

Part II

5 List name of payer ▶

HANCOCK PHARMACY & SURGICAL INC

Ordinary Dividends

(See instructions on back and the instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

- 6** Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

Note. If line 6 is over \$1,500, you must complete Part III.

5

6

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

Part III

Foreign Accounts and Trusts

(See instructions on back.)

- 7a** At any time during 2013, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions. If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), formerly TD F 90-22.1, to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements.
- b** If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located ▶
- 8** During 2013, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions on back

Yes No



**SCHEDULE E
(Form 1040)**

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

OMB No. 1545-0071

2013

Attachment Sequence No. **13**

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

Name(s) shown on return

Your social security number

GREGORY & KATHLEEN P. HANCOCK

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) Yes No

B If "Yes," did you or will you file all required Forms 1099? Yes No

1a Physical address of each property (street, city, state, ZIP code)

A _____
B _____
C _____

1b	Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days		Personal Use Days		QJV	
			A	B	A	B	A	B
A								
B								
C								

Type of Property:

- 1 Single Family Residence
- 2 Multi-Family Residence
- 3 Vacation/Short-Term Rental
- 4 Commercial
- 5 Land
- 6 Royalties
- 7 Self-Rental
- 8 Other (describe)

Income: **Properties:** **A** **B** **C**

3 Rents received **3**

4 Royalties received **4**

Expenses:

5 Advertising **5**

6 Auto and travel (see instructions) **6**

7 Cleaning and maintenance **7**

8 Commissions **8**

9 Insurance **9**

10 Legal and other professional fees **10**

11 Management fees **11**

12 Mortgage interest paid to banks, etc. (see instructions) **12**

13 Other interest **13**

14 Repairs **14**

15 Supplies **15**

16 Taxes **16**

17 Utilities **17**

18 Depreciation expense or depletion **18**

19 Other (list) **19** SEE STATEMENT 1

20 Total expenses. Add lines 5 through 19 **20**

21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198 **21**

22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions) **22** 0x

23a Total of all amounts reported on line 3 for all rental properties **23a**

23b Total of all amounts reported on line 4 for all royalty properties **23b**

23c Total of all amounts reported on line 12 for all properties **23c**

23d Total of all amounts reported on line 18 for all properties **23d**

23e Total of all amounts reported on line 20 for all properties **23e**

24 Income. Add positive amounts shown on line 21. Do not include any losses **24**

25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here **25**

26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. **26**

If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2

For Paperwork Reduction Act Notice, see the separate instructions.

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Name(s) shown on return. Do not enter name and social security number if shown on other side

Your social security number

GREGORY & KATHLEEN P. HANCOCK

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

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, 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 instructions before completing this section.

Table with 5 columns: (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. Includes a 'Yes/No' indicator.

Table for Passive Income and Loss and Nonpassive Income and Loss. Columns include (f) Passive loss allowed, (g) Passive income from Schedule K-1, (h) Nonpassive loss from Schedule K-1, (i) Section 179 expense deduction from Form 4562, and (j) Nonpassive income from Schedule K-1. Rows include A, B, C, D, 29a Totals, 29b Totals, 30, 31, 32.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows include A, B.

Table for Passive Income and Loss and Nonpassive Income and Loss. Columns include (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, and (f) Other income from Schedule K-1. Rows include A, B, 34a Totals, 34b Totals, 35, 36, 37.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 2b. Rows include 38, 39.

Part V Summary

Table with 2 columns: Description, Amount. Rows include 40 Net farm rental income or (loss) from Form 4835, 41 Total income or (loss), 42 Reconciliation of farming and fishing income, 43 Reconciliation for real estate professionals.

Alternative Minimum Tax—Individuals

Department of the Treasury
Internal Revenue Service (99)

▶ Information about Form 6251 and its separate instructions is at www.irs.gov/form6251.

▶ Attach to Form 1040 or Form 1040NR.

Attachment
Sequence No **32**

Name(s) shown on Form 1040 or Form 1040NR

GREGORY & KATHLEEN P. HANCOCK

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1
2	Medical and dental. If you or your spouse was 65 or older, enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2
3	Taxes from Schedule A (Form 1040), line 9	3
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5
6	If Form 1040, line 38, is \$150,000 or less, enter -0-. Otherwise, see instructions	6
7	Tax refund from Form 1040, line 10 or line 21	7
8	Investment interest expense (difference between regular tax and AMT)	8
9	Depletion (difference between regular tax and AMT)	9
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10
11	Alternative tax net operating loss deduction	11
12	Interest from specified private activity bonds exempt from the regular tax	12
13	Qualified small business stock (7% of gain excluded under section 1202)	13
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16
17	Disposition of property (difference between AMT and regular tax gain or loss)	17
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18
19	Passive activities (difference between AMT and regular tax income or loss)	19
20	Loss limitations (difference between AMT and regular tax income or loss)	20
21	Circulation costs (difference between regular tax and AMT)	21
22	Long-term contracts (difference between AMT and regular tax income)	22
23	Mining costs (difference between regular tax and AMT)	23
24	Research and experimental costs (difference between regular tax and AMT)	24
25	Income from certain installment sales before January 1, 1987	25
26	Intangible drilling costs preference	26
27	Other adjustments, including income-based related adjustments	27
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately and line 28 is more than \$238,550, see instructions.)	28

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Part II Alternative Minimum Tax (AMT)

29	Exemption. (If you were under age 24 at the end of 2013, see instructions.) If your filing status is . . . AND line 28 is not over . . . THEN enter on line 29 . . . Single or head of household \$115,400 \$51,900 Married filing jointly or qualifying widow(er) 153,900 80,800 Married filing separately 76,950 40,400 If line 28 is over the amount shown above for your filing status, see instructions.	29
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on the back and enter the amount from line 60 here. • All others: If line 30 is \$179,500 or less (\$89,750 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,590 (\$1,795 if married filing separately) from the result.	31
32	Alternative minimum tax foreign tax credit (see instructions)	32
33	Tentative minimum tax. Subtract line 32 from line 31	33
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see instructions)	34
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35

For Paperwork Reduction Act Notice, see your tax return instructions.

Depreciation and Amortization
(Including Information on Listed Property)

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return
GREGORY & KATHLEEN P. HANCOCK

Business or activity to which this form relates
PASS-THROUGH EXPENSE FROM K-1

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1
2	Total cost of section 179 property placed in service (see instructions)	2
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5
6	(a) Description of property	(b) Cost (business use only)
		(c) Elected cost
7	Listed property. Enter the amount from line 29	7
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8
9	Tentative deduction. Enter the smaller of line 5 or line 8	9
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12	13

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14
15	Property subject to section 179(f)(1) election	15
16	Other depreciation (including ACRS)	16

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>

Section B—Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property					S/L	
h Residential rental property				MM	S/L	
i Nonresidential real property				MM	S/L	

Section C—Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
					S/L	
				MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23

For Paperwork Reduction Act Notice, see separate instructions.

Additional Medicare Tax

Department of the Treasury
Internal Revenue Service

▶ If any line does not apply to you, leave it blank. See separate instructions.
▶ Attach to Form 1040, 1040NR, 1040-PR, or 1040-SS.
▶ Information about Form 8959 and its instructions is at www.irs.gov/form8959.

Name(s) shown on Form 1040

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Part I Additional Medicare Tax on Medicare Wages

1 Medicare wages and tips from Form W-2, box 5. If you have more than one Form W-2, enter the total of the amounts from box 5	1		
2 Unreported tips from Form 4137, line 6	2		
3 Wages from Form 8919, line 6	3		
4 Add lines 1 through 3	4		
5 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	5		
6 Subtract line 5 from line 4. If the result is zero or less, enter -0-			6
7 Additional Medicare Tax on Medicare wages. Multiply line 6 by 0.9% (.009). Enter here and go to Part II			7

Part II Additional Medicare Tax on Self-Employment Income

8 Self-employment income from Schedule SE (Form 1040), Section A, line 4, or Section B, line 6. If you had a loss, enter -0- (Form 1040-PR and Form 1040-SS filers, see instructions.)	8		
9 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	9		
10 Enter the amount from line 4	10		
11 Subtract line 10 from line 9. If zero or less, enter -0-	11		
12 Subtract line 11 from line 8. If the result is zero or less, enter -0-			12
13 Additional Medicare Tax on self-employment income. Multiply line 12 by 0.9% (.009). Enter here and go to Part II			13

Part III Additional Medicare Tax on Railroad Retirement Tax Act (RRTA) Compensation

14 Railroad retirement (RRTA) compensation and tips from Form(s) W-2, box 14 (see instructions)	14		
15 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	15		
16 Subtract line 15 from line 14. If zero or less, enter -0-			16
17 Additional Medicare Tax on railroad retirement (RRTA) compensation. Multiply line 16 by 0.9% (.009). Enter here and go to Part IV			17

Part IV Total Additional Medicare Tax

18 Add lines 7, 13, and 17. Also include this amount on Form 1040, line 60, (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions) and go to Part V			18
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Part V Withholding Reconciliation

19 Medicare tax withheld from Form W-2, box 6. If you have more than one Form W-2, enter the total of the amounts from box 6	19		
20 Enter the amount from line 1	20		
21 Multiply line 20 by 1.45% (.0145). This is your regular Medicare tax withholding on Medicare wages	21		
22 Subtract line 21 from line 19. This is your Additional Medicare Tax withholding on Medicare wages			22
23 Additional Medicare Tax withholding on railroad retirement (RRTA) compensation from Form W-2, box 14 (see instructions)			23
24 Total Additional Medicare Tax withholding. Add lines 22 and 23. Also include this amount with federal income tax withholding on Form 1040, line 62 (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions)			24

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Form **8960**

**Net Investment Income Tax—
Individuals, Estates, and Trusts**

OMB No. 1545-2227

2013

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040 or Form 1041.

▶ Information about Form 8960 and its separate instructions is at www.irs.gov/form8960.

Attachment
Sequence No **72**

Name(s) shown on Form 1040 or Form 1041

GREGORY & KATHLEEN P. HANCOCK

Your social security number or EIN

Part I Investment Income

Section 6013(g) election (see instructions)

Regulations section 1.1411-10(g) election (see instructions)

1	Taxable interest (Form 1040, line 8a; or Form 1041, line 1)		1
2	Ordinary dividends (Form 1040, line 9a; or Form 1041, line 2a)		2
3	Annuities from nonqualified plans (see instructions)		3
4a	Rental real estate, royalties, partnerships, S corporations, trusts, etc. (Form 1040, line 17; or Form 1041, line 5)	4a	4c
4b	Adjustment for net income or loss derived in the ordinary course of a non-section 1411 trade or business (see instructions)	4b	
c	Combine lines 4a and 4b		
5a	Net gain or loss from disposition of property from Form 1040, combine lines 13 and 14; or from Form 1041, combine lines 4 and 7	5a	5d
5b	Net gain or loss from disposition of property that is not subject to net investment income tax (see instructions)	5b	
5c	Adjustment from disposition of partnership interest or S corporation stock (see instructions)	5c	
d	Combine lines 5a through 5c		
6	Changes to investment income for certain CFCs and PFICs (see instructions)		6
7	Other modifications to investment income (see instructions)		7
8	Total investment income. Combine lines 1, 2, 3, 4c, 5d, 6, and 7		8

Part II Investment Expenses Allocable to Investment Income and Modifications

9a	Investment interest expenses (see instructions)	9a	9d
9b	State income tax (see instructions)	9b	
9c	Miscellaneous investment expenses (see instructions)	9c	
d	Add lines 9a, 9b, and 9c		
10	Additional modifications (see instructions)		10
11	Total deductions and modifications. Add lines 9d and 10		11

Part III Tax Computation

12	Net investment income. Subtract Part II, line 11 from Part I, line 8. Individuals complete lines 13-17. Estates and trusts complete lines 18a-21. If zero or less, enter -0-		12
13	Modified adjusted gross income (see instructions)	13	16
14	Threshold based on filing status (see instructions)	14	
15	Subtract line 14 from line 13. If zero or less, enter -0-	15	
16	Enter the smaller of line 12 or line 15		16
17	Net investment income tax for individuals. Multiply line 16 by 3.8% (.038). Enter here and on Form 1040, line 60		17
18a	Net investment income (line 12 above)	18a	19a
18b	Deductions for distributions of net investment income and deductions under section 642(c) (see instructions)	18b	
18c	Undistributed net investment income. Subtract line 18b from 18a (see instructions)	18c	
19a	Adjusted gross income (see instructions)	19a	19a
19b	Highest tax bracket for estates and trusts for the year (see instructions)	19b	19c
19c	Subtract line 19b from line 19a. If zero or less, enter -0-	19c	
20	Enter the smaller of line 18c or line 19c		20
21	Net investment income tax for estates and trusts. Multiply line 20 by 3.8% (.038). Enter here and on Form 1041, Schedule G, line 4		21

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8960** (2013)

Form **8801**

**Credit for Prior Year Minimum Tax—
Individuals, Estates, and Trusts**

OMB No. 1545-1073

2013

Department of the Treasury
Internal Revenue Service (99)

► Information about Form 8801 and its separate instructions is at www.irs.gov/form8801.

► Attach to Form 1040, 1040NR, or 1041.

Attachment
Sequence No **74**

Name(s) shown on return

Identifying number

GREGORY & KATHLEEN P. HANCOCK

Part I Net Minimum Tax on Exclusion Items

- 1 Combine lines 1 and 10 of your 2012 Form 6251. Estates and trusts, see instructions
- 2 Enter adjustments and preferences treated as exclusion items (see instructions)
- 3 Minimum tax credit net operating loss deduction (see instructions)
- 4 Combine lines 1, 2, and 3. If zero or less, enter -0- here and on line 15 and go to Part II. If more than \$232,500 and you were married filing separately for 2012, see instructions
- 5 Enter: \$78,750 if married filing jointly or qualifying widow(er) for 2012; \$50,600 if single or head of household for 2012; or \$39,375 if married filing separately for 2012. Estates and trusts, enter \$22,500
- 6 Enter: \$150,000 if married filing jointly or qualifying widow(er) for 2012; \$112,500 if single or head of household for 2012; or \$75,000 if married filing separately for 2012. Estates and trusts, enter \$75,000
- 7 Subtract line 6 from line 4. If zero or less, enter -0- here and on line 8 and go to line 9
- 8 Multiply line 7 by 25% (.25)
- 9 Subtract line 8 from line 5. If zero or less, enter -0-. If under age 24 at the end of 2012, see instructions
- 10 Subtract line 9 from line 4. If zero or less, enter -0- here and on line 15 and go to Part II. Form 1040NR filers, see instructions
- 11
 - If for 2012 you filed Form 2555 or 2555-EZ, see instructions for the amount to enter.
 - If for 2012 you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b (Form 1041, line 2b(2)); or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (lines 14a and 15, column (2), of Schedule D (Form 1041)), complete Part III of Form 8801 and enter the amount from line 45 here. Form 1040NR filers, see instructions.
 - All others: If line 10 is \$175,000 or less (\$87,500 or less if married filing separately for 2012), multiply line 10 by 26% (.26). Otherwise, multiply line 10 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately for 2012) from the result. Form 1040NR filers, see instructions.
- 12 Minimum tax foreign tax credit on exclusion items (see instructions)
- 13 Tentative minimum tax on exclusion items. Subtract line 12 from line 11
- 14 Enter the amount from your 2012 Form 6251, line 34, or 2012 Form 1041, Schedule I, line 55
- 15 **Net minimum tax on exclusion items.** Subtract line 14 from line 13. If zero or less, enter -0-

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For Paperwork Reduction Act Notice, see instructions.

Form **8801** (2013)

Part II Minimum Tax Credit and Carryforward to 2014

16	Enter the amount from your 2012 Form 6251, line 35, or 2012 Form 1041, Schedule I, line 56	16	
17	Enter the amount from line 16	17	
18	Subtract line 17 from line 16. If less than zero, enter as a negative amount	18	
19	2012 credit carryforward. Enter the amount from your 2012 Form 8801, line 28	19	
20	Enter your 2012 unallowed qualified electric vehicle credit (see instructions)	20	
21	Combine lines 18 through 20. If zero or less, stop here and see the instructions	21	
22	Enter your 2013 regular income tax liability minus allowable credits (see instructions)	22	
23	Enter the amount from your 2013 Form 6251, line 33, or 2013 Form 1041, Schedule I, line 54	23	
24	Subtract line 23 from line 22. If zero or less, enter -0-	24	
25	Minimum tax credit. Enter the smaller of line 21 or line 24. Also enter this amount on your 2013 Form 1040, line 53 (check box b); Form 1040NR, line 50 (check box b), or Form 1041, Schedule G, line 2c	25	
26	Credit carryforward to 2014. Subtract line 25 from line 21. Keep a record of this amount because you may use it in future years	26	

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Federal Statements

HOUSE

Statement 1 - Schedule E, Line 19 - Other Expenses

<u>Description</u>	<u>Gross Amount</u>	<u>Business Use Percentage</u>	<u>Net Amount</u>
	\$ _____		\$ _____
	\$ _____		\$ _____

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Name GREGORY & KATHLEEN P. HANCOCK	Taxpayer Identification Number
--	--------------------------------

Form 8960, Lines 9b and 9c, State income tax and Miscellaneous expenses allocable to investment income

- Application of limitation under section 67**
1. Miscellaneous expenses allocable to net investment income 1. _____
 2. Enter the limited miscellaneous deductions from line 27, Schedule A 2. _____
 3. Enter the lesser of line 1 or line 2. This is the tentative deductible miscellaneous expense 3. _____
- Application of limitation under section 68**
4. State and local income taxes 4. _____
 5. Investment income, Form 8960 line 8 5. _____
 6. Adjusted gross income 6. _____
 7. Divide line 5 by line 6 7. _____
 8. State and local tax allocable to net investment income (Multiply line 4 by line 7) 8. _____
 9. Enter the total itemized deductions from line 29, Schedule A 9. _____
 10. Deductions not subject to limitation under section 68 10. _____
 11. Subtract line 10 from line 9. If zero or less, stop here. No deductions are allowed. 11. _____
 12. Subtract line 8 from line 11 12. _____
 13. If line 12 is zero or less, sum line 8 and line 12. Enter the result on Form 8960 line 9b 13. _____
Stop here. Do not complete lines 14 through 16.
 If line 12 is greater than zero, enter the state and local tax allocable to net investment income from line 8 on Form 8960 line 9b
 14. Tentative deductible miscellaneous expense from line 3 14. _____
 If line 3 is blank, stop here. Do not complete lines 15 and 16.
 15. Subtract line 14 from line 12 15. _____
 16. If line 15 is zero or less, sum line 14 and line 15. Enter the result on Form 8960 line 9c 16. _____
 If line 15 is greater than zero, enter the tentative deductible miscellaneous expense of line 15 on Form 8960 line 9c

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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Form 8960, Line 5c, Adjustment from disposition of partnership interest or S corporation stock

1. Amount of net gain from the disposition of a partnership or S corporation to which section 1411(c)(4)(A) applies 1. _____
2. Amount of net gain included in net investment income after application of Regulations section 1.1411-7 (But not more than line 1) 2. _____
3. Enter the difference between line 1 and line 2 (Enter as a negative number) 3. _____
4. Amount of net loss from the disposition of a partnership or S corporation to which section 1411(c)(4)(A) applies 4. _____
5. Amount of net loss included in net investment income after application of Regulations section 1.1411-7 (But not more than line 4) 5. _____
6. Enter the difference between line 4 and line 5 6. _____
7. Amount of net gain attributable to payments received on an installment sale obligation that was attributable to the disposition of a partnership or S corporation in a prior year 7. _____
8. Amount of net gain attributable to installment sale obligations after application of Regulations section 1.1411-7 (But not more than line 7) 8. _____
9. Enter the difference between line 7 and line 8 (Enter as a negative number) 9. _____
10. Total adjustment from disposition of partnership interest or S corporation stock (Sum of lines 3, 6, and 9) 10. _____
 This is the amount reported on Form 8960 line 5c

Form 8960, Line 10, Additional modifications to Investment expenses allocable to investment income

Description	Adjustment/Modification
Additional modification	▶
Total modification, Enter on Form 8960, line 10	▶

□ □ □ □ 20 □ □

Form CT-1040 - 2013, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2013 and ending:

N S Y FJ

N FS

N HH

N QW

GREGORY

HANCOCK

N Dec.

KATHLEEN

P HANCOCK

N Dec.

189 MILE CREEK RD

Y CT-2210

N CT-8379

N CT: _____

OLD LYME

CT 06371

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, Line 21; or Form 1040EZ, Line 4)
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)
3. Add Line 1 and Line 2
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 40)
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3.
6. Income tax
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.
9. Connecticut alternative minimum tax (from Form CT-6251)
10. Add Line 8 and Line 9.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 68)
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0" is entered.
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.
16. Total tax: Add Line 14 and Line 15.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

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

Col. A - Employer or Payer's Fed. ID #	Col. B - CT Wages, Tips, etc.	Col. C - CT Int
18a.		
18b.		
18c.		
18d.		
18e.		
18f.		
18g.		

18h. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3) 18h.

18. Total Connecticut income tax withheld: Amounts in Column C. 1

19. All 2013 estimated tax payments and any overpayments applied from a prior year 1

20. Payments made with Form CT-1040 EXT 2

20a. Earned income tax credit (from Schedule CT-EITC, Line 16) 20a.

21. Total payments: Add Lines 18, 19, 20, and 20a. 21.

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21. 22.

23. Amount of Line 22 you want applied to your 2014 estimated tax 23.

24. Total contributions of refund to designated charities (from Schedule 5, Line 70) 24.

25. Refund: Lines 18 and 24 subtracted from Line 22. 25.

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

25a. Acct. type 25b. Route # 25c. Acct. #

25d. Refund going to a bank account outside the U.S. 25d. N 25e. Debit card 25e.

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17. 26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10). 27.

28. If late: Interest entered. 28.

Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

29. Interest on underpayment of estimated tax (from Form CT-2210) 29.

30. Total amount due: Add Lines 26 through 29. 30.

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	Home/cell telephone number
Spouse's signature (if joint return)	Date	Daytime telephone number
Paid preparer's signature	Date	Telephone number
Preparer's SSN or PTIN		
Firm's name, address, and ZIP code	FEIN	

• COLEEN H. DUFFY • 09112015 • 8603423073

HINTZ & COMPANY, LLC
P.O. BOX 294
PORTLAND, CT 06480

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

Designee's name	Telephone number	Person's identification number (PIN)
• COLEEN H. DUFFY	• 8603423073	

Sign Here
Keep a copy for your records.

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 35)	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.

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48. HET contributions	48.
49. Other - specify	49.
50. Total subtractions: Add Lines 40 through 49.	50.

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.
52. Qualifying jurisdiction's name and two-letter code	52.
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.	

Schedule 3 - Property Tax Credit
Qualifying Property

Primary Residence

Auto 1

A

Name of Connecticut Tax Town or District

Description of Property

Date(s) Paid

Amount Paid

60.

61.

0

62.

63. Total property tax paid: Add Lines 60, 61, and 62.

63.

64. Maximum property tax credit allowed

64.

65. Lesser of Line 63 or Line 64.

65.

66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.

66.

67. Line 65 multiplied by Line 66.

67.

68. Line 67 subtracted from Line 65.

68.

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)

69a.

69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)

69b.

69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)

69c.

69. Individual use tax: Add Lines 69a, 69b, and 69c.

69.

Schedule 5 - Contributions to Designated Charities

70a. AR

70a.

70b. OT

70b.

70c. ESW

70c.

70d. BCR

70d.

70e. SNS

70e.

70f. MFRF

70f.

70. Total Contributions: Add Lines 70a through 70f.

70.

Taxpayer email

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GREGORY & KATHLEEN P. HANCOCK

Part II – Required Annual Payment

Complete Part II to determine if you were required to make estimated payments. See instructions.

- 1. 2013 Connecticut income tax 1.
- 2. Multiply Line 1 by 90% (.90). Farmers and fishermen, see instructions. 2.
- 3. Connecticut income tax withheld 3.
- 4. Subtract Line 3 from Line 1. If the result is less than \$1,000, stop here. Do not complete or file this form. 4.
- 5. Enter your 2012 Connecticut income tax. See instructions. 5.
- 6. Enter the smaller of Line 2 or Line 5. This is your required annual payment for 2013. 6.
- 7. Subtract Line 3 from Line 6. If the result is zero or less, stop here. Do not complete or file this form. 7.

Part III – Calculate Your Underpayment and Interest for Each Calendar Quarter See instructions.

	A	B	C	D	Total
8. Enter the required annual payment from Part II, Line 6. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box A, or Box D, see instructions.					
9. Installment percentages					
10. Multiply Line 8 by Line 9. Enter each result in the appropriate column. If you checked Part I, Box A, see instructions.					
11. Enter the total Connecticut tax withheld, Part I, Line 3. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box C, skip this line and see instructions for Line 13.					
12. Withholding percentages					
13. Multiply Line 11 by Line 12. Enter each result in the appropriate column. If you checked Part I, Box C, see instructions.					
14. Subtract Line 13 from Line 10. Enter each result in the appropriate column. If Line 13 is equal to or greater than Line 10 in any column, enter "0" in that column.					
15. Enter the estimated tax payments. See instructions.					
16. Underpayments - Subtract Line 15 from Line 14. Enter each result in the appropriate column. If Line 15 is equal to or greater than Line 14 in any column, enter "0" in that column.					
17. Interest - Use Worksheets A, B, C, and D of Schedule B and enter each result in the appropriate column. Add Columns A, B, C, and D. Enter the total in the Total Column and on the appropriate line of your Connecticut income tax return.					

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SEE CT-2210 WORKSHEET

870

**Attach this form to the back of your Connecticut income tax return.
Keep a copy of this worksheet for your records.**

Form **CT-2210**

Connecticut Underpayment of Estimated Tax Worksheet

2013

Name

Taxpayer Identification Number

GREGORY & KATHLEEN P. HANCOCK

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
Due date of estimated payment	_____	_____	_____	_____	
Amount of underpayment	_____	_____	_____	_____	
2012 overpayment applied	_____	_____	_____	_____	
Withholding	_____	_____	_____	_____	
Other Payments	_____	_____	_____	_____	
Date of payment	1 st _____	2nd Payment _____	3rd Payment _____	4th Payment _____	5th Payment _____
Amount of payment	_____	_____	_____	_____	_____

QTR FROM TO UNDERPAYMENT #MTHS RATE % PENALTY

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Connecticut Alternative Minimum Tax Return - Individuals

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 GREGORY	Last name HANCOCK	Your Social Security Number
If a joint return, spouse's first name and middle initial KATHLEEN P.	Last name HANCOCK	Spouse's Social Security Number

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

1. Federal alternative minimum taxable income: See instructions.	▶	1.	
2. Additions to federal alternative minimum taxable income: See instructions.	▶	2.	
3. Add Line 1 and Line 2.		3.	
4. Subtractions from federal alternative minimum taxable income: See instructions.	▶	4.	
5. Adjusted federal alternative minimum taxable income: Subtract Line 4 from Line 3. If filing separately and Line 5 is more than \$238,550, see instructions.	▶	5.	
6. Enter \$80,800 if filing jointly or qualifying widow(er); \$51,900 if single or head of household; or \$40,400 if filing separately.		6.	
7. Enter \$153,900 if filing jointly or qualifying widow(er); \$115,400 if single or head of household; or \$76,950 if filing separately.		7.	
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.		8.	
9. Multiply Line 8 by 25% (.25).		9.	
10. Exemption: Subtract Line 9 from Line 6. If zero or less, enter "0." If you were under age 24 at the end of 2013, see instructions.	▶	10.	
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.			
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 3, 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 48 here. All others: If Line 11 is \$179,500 or less (\$89,750 or less if filing separately), multiply Line 11 by 26% (.26). Otherwise, multiply Line 11 by 28% (.28) and subtract \$3,590 (\$1,795 if filing separately) from the result.	▶	12.	
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32.	▶	13.	
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.		14.	
15. Multiply Line 14 by 19% (.19).		15.	
16. Multiply Line 5 by 5.5% (.055).		16.	
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.		17.	
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.	
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10.	▶	20.	
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."		21.	
22. Credit for alternative minimum tax paid to qualifying jurisdictions: Residents and part-year residents only from Schedule A, Line 57.	▶	22.	
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.	

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GREGORY & KATHLEEN P. HANCOCK

Part II Complete Part II of this form only if you are required to complete Part III of federal Form 6251

24. Enter the amount from Line 11. If you are filing federal Form 2555 or Form 2555-EZ, enter the amount from Line 3 of the Connecticut Foreign Earned Income Tax Worksheet on Page 4.	24.
25. Enter the amount from federal Form 6251, Line 37. See instructions.	25.
26. Enter the amount from federal Form 6251, Line 38. See instructions.	26.
27. Enter the amount from federal Form 6251, Line 39. See instructions.	27.
28. Enter the smaller of Line 24 or Line 27.	28.
29. Subtract Line 28 from Line 24.	29.
30. If Line 29 is \$179,500 or less (\$89,750 or less if filing separately), multiply Line 29 by 26% (.26). Otherwise, multiply Line 29 by 28% (.28) and subtract \$3,590 (\$1,795 if filing separately) from the result.	30.
31. Enter: • \$72,500, if filing jointly or qualifying widow(er); • \$36,250, if single or filing separately; or • \$48,600, if head of household.	31.
32. Enter the amount from federal Form 6251, Line 44. See instructions.	32.
33. Subtract Line 32 from Line 31. If zero or less, enter "0."	33.
34. Enter the smaller of Line 24 or Line 25.	34.
35. Enter the smaller of Line 33 or Line 34.	35.
36. Subtract Line 35 from Line 34.	36.
37. Enter the amount from federal Form 6251, Line 49.	37.
38. Enter the smaller of Line 36 or Line 37.	38.
39. Multiply Line 38 by 15% (.15).	39.
40. Add Line 35 and Line 38.	40.
- If amounts on Line 40 and Line 24 are the same, skip Lines 41 through 45 and go to Line 46. Otherwise, go to Line 41. -	
41. Subtract Line 40 from Line 34.	41.
42. Multiply Line 41 by 20% (.20).	42.
- If Line 26 is zero or blank, skip Lines 43 through 45 and go to Line 46. Otherwise, go to Line 43. -	
43. Add Lines 29, 40, and 41.	43.
44. Subtract Line 43 from Line 24.	44.
45. Multiply Line 44 by 25% (.25).	45.
46. Add Lines 30, 39, 42, and 45.	46.
47. If Line 24 is \$179,500 or less (\$89,750 or less if filing separately), multiply Line 24 by 26% (.26). Otherwise, multiply Line 24 by 28% (.28) and subtract \$3,590 (\$1,795 if filing separately) from the result.	47.
48. Enter the smaller of Line 46 or Line 47 here and on Line 12. If you are filing federal Form 2555 or Form 2555-EZ, do not enter this amount on Line 12. Enter it on Line 4 of the Connecticut Foreign Earned Income Worksheet on Page 4 of the instructions.	48.

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GREGORY & KATHLEEN P. HANCOCK

Form CT-6251 Schedule A

1999

Schedule A - Credit for Alternative Minimum Tax Paid to Qualifying Jurisdictions

You must attach a copy of your return filed with the qualifying jurisdiction(s) or your credit will be disallowed.

49. Modified adjusted federal alternative minimum taxable income: See instructions.

49.

For each column, enter the following:

- 50. Enter qualifying jurisdiction's name and two-letter code.
- 51. Enter the non-Connecticut adjusted federal alternative minimum taxable income included on Line 49 which is subject to a qualifying jurisdiction's alternative minimum tax.
- 52. Divide Line 51 by Line 49. Round to four decimal places.
- 53. Enter the net Connecticut minimum tax (from Form CT-6251, Line 21). Part-Year Residents, see instructions below.
- 54. Multiply Line 52 by Line 53.
- 55. Alternative minimum tax paid to a qualifying jurisdiction: See instructions.
- 56. Enter the lesser of Line 54 or Line 55.
- 57. Total credit: Add Line 56, all columns. Enter amount here and on Line 22 on the front of this form.

	Column A		Column B	
	Name	Code	Name	Code
50.				
51.				
52.				
53.				
54.				
55.				
56.				

If you claim credit for alternative minimum tax paid to another state of the United States, a political subdivision of a state, or the District of Columbia, enter the appropriate two-letter code. For a list of the standard two-letter code for each state, see Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions in the instructions to Form CT-1040 or Form CT-1040NR/PY.

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Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 13 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
Total				

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
Total				

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule					
b Net income from form or schedule					
c Subtract line 1b from line 1a. If zero or less, enter -0-					
Total					

UVA

Part II Nonbusiness Energy Property Credit

<p>19a Were the qualified energy efficiency improvements or residential energy property costs for your main home located in the United States? (see instructions) <input type="checkbox"/></p> <p>Caution: If you checked the "No" box, you cannot claim the nonbusiness energy property credit. Do not complete Part II.</p> <p>b Print the complete address of the main home where you made the qualifying improvements Caution: You can only have one main home at a time.</p> <p>_____ Unit No. _____</p> <p>_____ City, State, and ZIP code _____</p>		
<p>c Were any of these improvements related to the construction of this main home? <input type="checkbox"/></p> <p>Caution: If you checked the "Yes" box, you can only claim the nonbusiness energy property credit for qualifying improvements that were not related to the construction of the home. Do not include expenses related to the construction of your main home, even if the improvements were made after you moved into the home.</p>		19c
<p>20 Lifetime limitation. Amounts claimed in 2006, 2007, 2009, 2010, and 2011.</p> <p>a Amount, if any, from line 12 of your 2006 Form 5695 20a _____</p> <p>b Amount, if any, from line 15 of your 2007 Form 5695 20b _____</p> <p>c Amount, if any, from line 11 of your 2009 Form 5695 20c _____</p> <p>d Amount, if any, from line 11 of your 2010 Form 5695 20d _____</p> <p>e Amount, if any, from line 14 of your 2011 Form 5695 20e _____</p> <p>f Add lines 20a through 20e. If \$500 or more, stop; you cannot take the nonbusiness energy property credit</p>		20f
<p>21 Qualified energy efficiency improvements (original use must begin with you and the component must reasonably be expected to last for at least 5 years; do not include labor costs) (see instr.)</p> <p>a Insulation material or system specifically and primarily designed to reduce heat loss or gain of your home that meets the prescriptive criteria established by the 2009 IECC 21a _____</p> <p>b Exterior doors that meet or exceed the Energy Star program requirements 21b _____</p> <p>c Metal or asphalt roof that meets or exceeds the Energy Star program requirements and has appropriate pigmented coatings or cooling granules which are specifically and primarily designed to reduce the heat gain of your home 21c _____</p> <p>d Exterior windows and skylights that meet or exceed the Energy Star program requirements 21d _____</p> <p>e Maximum amount of cost on which the credit can be figured 21e _____</p> <p>f If you claimed window expenses on your Form 5695 for 2006, 2007, 2009, 2010 or 2011, enter the amount from the Window Expense Worksheet (see instructions); otherwise enter -0- 21f _____</p> <p>g Subtract line 21f from line 21e. If zero or less, enter -0- 21g _____</p> <p>h Enter the smaller of line 21d or line 21g 21h _____</p>		
<p>22 Add lines 21a, 21b, 21c, and 21h 22 _____</p>		22
<p>23 Multiply line 22 by 10% (.10) 23 _____</p>		23
<p>24 Residential energy property costs (must be placed in service by you; include labor costs for onsite preparation, assembly and original installation) (see instructions)</p> <p>a Energy-efficient building property. Do not enter more than \$300 24a _____</p> <p>b Qualified natural gas, propane, or oil furnace or hot water boiler. Do not enter more than \$150 24b _____</p> <p>c Advanced main air circulating fan used in a natural gas, propane, or oil furnace. Do not enter more than \$50 24c _____</p>		
<p>25 Add lines 24a through 24c 25 _____</p>		25
<p>26 Add lines 23 and 25 26 _____</p>		26
<p>27 Maximum credit amount. (If you jointly occupied the home, see instructions) 27 _____</p>		27
<p>28 Enter the amount, if any, from line 20f 28 _____</p>		28
<p>29 Subtract line 28 from line 27. If zero or less, stop; you cannot take the nonbusiness energy property credit 29 _____</p>		29
<p>30 Enter the smaller of line 26 or line 29 30 _____</p>		30
<p>31 Limitation based on tax liability. Enter the amount from the Credit Limit Worksheet (see instr.) 31 _____</p>		31
<p>32 Nonbusiness energy property credit. Enter the smaller of line 30 or line 31. Also include this amount on Form 1040, line 52, or Form 1040NR, line 49 32 _____</p>		32

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning 2014, ending 20 **See separate instructions.**

Your first name and initial **GREGORY** Last name **HANCOCK**

If a joint return, spouse's first name and initial **KATHLEEN P.** Last name **HANCOCK**

Home address (number and street). If you have a P.O. box, see instructions **189 MILE CREEK RD** 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) **OLD LYME CT 06371**

Foreign country name Foreign province/state/country Foreign postal code

Filing Status 1 Single 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. **2** Married filing jointly (even if only one had income) 5 Qualifying widow(er) with dependent child **3** Married filing separately. Enter spouse's SSN above full name here **Check only one box.**

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If child under age 17 qualify for child tax credit (see instr.)	

If more than four dependents, see instructions and check here

d Total number of exemptions claimed **Add numbers on lines above**

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 7 **8a** Taxable interest. Attach Schedule B if required **8a** **b** Tax-exempt interest. Do not include on line 8a **8b** **9a** Ordinary dividends. Attach Schedule B if required **9a** **9b** Qualified dividends **9b** **10** Taxable refunds, credits, or offsets of state and local income taxes **10** **11** Alimony received **11** **12** Business income or (loss). Attach Schedule C or C-EZ **12** **13** Capital gain or (loss). Attach Schedule D if required. If not required, check here **13** **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** **17** Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17** **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 **21** **22** Combine the amounts in the far right column for lines 7 through 21. This is your total income **22**

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	
	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	
	37 Subtract line 36 from line 22. This is your adjusted gross income 37	

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38

39a Check You were born before January 2, 1950, Blind. } Total boxes checked 39a
 if: Spouse was born before January 2, 1950, Blind. }

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40

41 Subtract line 40 from line 38 41

42 Exemptions. If line 38 is \$152,525 or less, multiply \$3,950 by the number on line 6d. Otherwise, see instructions 42

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4972 c 44

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Excess advance premium tax credit repayment. Attach Form 8962 46

47 Add lines 44, 45, and 46 47

48 Foreign tax credit. Attach Form 1116 if required 48

49 Credit for child and dependent care expenses. Attach Form 2441 49

50 Education credits from Form 8863, line 19 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit. Attach Schedule 8812, if required 52

53 Residential energy credits. Attach Form 5695 53

54 Other credits from Form: a 3800 b 8801 c 54

55 Add lines 48 through 54. These are your total credits 55

56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- 56

Other Taxes

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: a 4137 b 8919 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60a Household employment taxes from Schedule H 60a

b First-time homebuyer credit repayment. Attach Form 5405 if required 60b

61 Health care: individual responsibility (see instructions) Full-year coverage 61

62 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 62

63 Add lines 56 through 62. This is your total tax 63

Payments

64 Federal income tax withheld from Forms W-2 and 1099 64

65 2014 estimated tax payments and amount applied from 2014 return 65

66a Earned income credit (EIC) 66a

b Nontaxable combat pay election 66b

67 Additional child tax credit. Attach Schedule 8812 67

68 American opportunity credit from Form 8863, line 8 68

69 Net premium tax credit. Attach Form 8962 69

70 Amount paid with request for extension to file 70

71 Excess social security and tier 1 RRTA tax withheld 71

72 Credit for federal tax on fuels. Attach Form 4136 72

73 Credits from Form a 2439 b Reserved c Reserved d 73

74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments 74

Refund

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75

76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here 76a

Direct deposit? b Routing number c Type: Checking Savings

See instructions d Account number

77 Amount of line 75 you want applied to your 2015 estimated tax 77

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions 78

79 Estimated tax penalty (see instructions) 79

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

Designee's name **COLEEN H. DUFFY** Personal identification number (PIN)

Phone no. **860-342-3073**

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.

Your signature Date Your occupation **PHARMACIST** Daytime phone number

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

Paid Preparer Use Only

Print/type preparer's name **COLEEN H. DUFFY** Preparer's signature **COLEEN H. DUFFY** Date **09/11/15** Check if self-employed

Firm's name **HINTZ & COMPANY, LLC** Firm's EIN

Firm's address **P.O. BOX 294 PORTLAND CT 06480** Phone no. **860-342-3073**

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

► Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

► Attach to Form 1040.

OMB No. 1545-0074

2014

Attachment
Sequence No **07**

Name(s) shown on Form 1040

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	
	2	Enter amount from Form 1040, line 38 2		
	3	Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1950, multiply line 2 by 7.5% (.075) instead	3	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4
Taxes You Paid	5	State and local (check only one box):	5	
		a Income taxes, or		
		b General sales taxes		
	6	Real estate taxes (see instructions)	6	
	7	Personal property taxes	7	
	8	Other taxes. List type and amount ►	8	
	9	Add lines 5 through 8		9
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ►	11	
	12	Points not reported to you on Form 1098. See instructions for special rules	12	
	13	Mortgage insurance premiums (see instructions)	13	
	14	Investment interest. Attach Form 9902 if required. (See instructions.) Add line 10 through 14		
Gifts to Charity	16	Gifts by cash or check. If you made any gift of \$250 or more, see instructions	16	
	17	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	17	
	18	Carryover from prior year	18	
	19	Add lines 16 through 18		19
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ► UNION DUES	21	
	22	Tax preparation fees	22	
	23	Other expenses—investment, safe deposit box, etc. List type and amount ►	23	
	24	Add lines 21 through 23	24	
	25	Enter amount from Form 1040, line 38 25	25	
	26	Multiply line 25 by 2% (.02)	26	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27
Other Miscellaneous Deductions	28	Other—from list in instructions. List type and amount ►		28
Total Itemized Deductions	29	Is Form 1040, line 38, over \$152,525? No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter. If you elect to itemize deductions even though they are less than the standard deduction, check here	29	
		AGI ►		

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SCHEDULE B

(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040.

▶ Information about Schedule B and its instructions is at www.irs.gov/scheduleb.

OMB No 1545-0074

2014

Attachment
Sequence No. 08

Name(s) shown on return

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Part I
Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions on back and list this interest first. Also show the buyer's social security number and address ▶

(See instructions on back and the instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

- 2 Add the amounts on line 1
- 3 Excludable interest on series EE and U.S. savings bonds issued after 1989. Attach Form 8815
- 4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a

Note. If line 4 is over \$1,500, you must complete Part III.

Part II

5 List name of issuer ▶

Ordinary Dividends

(See instructions on back and the instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

- 6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a

Note. If line 6 is over \$1,500, you must complete Part III.

You must complete this part if you (a) had over \$1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

Part III
Foreign Accounts and Trusts

(See instructions on back.)

- 7a At any time during 2014, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions. If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements
- b If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located ▶
- 8 During 2014, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions on back.

Yes No

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**SCHEDULE E
(Form 1040)**

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedulee.

OMB No. 1545-0074

2014

Attachment Sequence No **13**

Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

Your social security number

GREGORY & KATHLEEN P. HANCOCK

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions) Yes No
B If "Yes," did you or will you file all required Forms 1099? Yes No

1a		2		Fair Rental Days	Personal Use Days	CJV	
Physical address of each property (street, city, state, ZIP code)		For each rental real estate property listed above, report the number of fair rental and personal use days. Check the CJV box only if you meet the requirements to file as a qualified joint venture. See instructions.				A	B
A	B	A	B				

Type of Property:

- 1 Single Family Residence
- 2 Multi-Family Residence
- 3 Vacation/Short-Term Rental
- 4 Commercial
- 5 Land
- 6 Royalties
- 7 Self-Rental
- 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3			
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶ SEE STATEMENT 1	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198.	21			
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c			
d Total of all amounts reported on line 18 for all properties	23d			
e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Name(s) shown on return Do not enter name and social security number if shown on other side.

Your social security number

GREGORY & KATHLEEN P. HANCOCK

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 instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, 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 instructions before completing this section.

Table with 5 columns: (b) Enter P for partnership, S for S corporation; (c) Check if fair market value; (d) Employer; (e) Check if any amount is not at risk. Rows A, B, C, D are all REDACTED.

Table with 5 columns: (f) Passive loss allowed; (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. Rows A, B, C, D are all REDACTED.

29a Totals, 29b Totals, 30 Add columns (g) and (j) of line 29a, 31 Add columns (f), (h), and (i) of line 29b, 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.

Part III Income or Loss from Estates and Trusts

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Table with 2 columns: (a) Name; (b) Employer identification number. Rows A, B are blank.

Table with 4 columns: (c) Passive deduction or loss allowed; (d) Passive income from Schedule K-1; (e) Deduction or loss from Schedule K-1; (f) Other income from Schedule K-1. Rows A, B are blank.

34a Totals, 34b Totals, 35 Add columns (d) and (f) of line 34a, 36 Add columns (c) and (e) of line 34b, 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.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs)—Residual Holder

Table with 5 columns: (a) Name; (b) Employer identification number; (c) Excess inclusion from Schedules Q, line 2c; (d) Taxable income (net loss) from Schedules Q, line 1b; (e) Income from Schedules Q, line 3b. Row 38 is blank.

39 Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below.

Part V Summary

Table with 2 columns: Description; Amount. Rows 40-43. Row 42: Reconciliation of farming and fishing income. Row 43: Reconciliation for real estate professionals.

Name(s) shown on Form 1040 or Form 1040NR

GREGORY & KATHLEEN P. HANCOCK

Your social security number
1234567890

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1
2	Medical and dental. If you or your spouse was 65 or older, enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2
3	Taxes from Schedule A (Form 1040), line 9	3
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5
6	If Form 1040, line 38, is \$152,525 or less, enter -0-. Otherwise, see instructions	6
7	Tax refund from Form 1040, line 10 or line 21	7
8	Investment interest expense (difference between regular tax and AMT)	8
9	Depletion (difference between regular tax and AMT)	9
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10
11	Alternative tax net operating loss deduction	11
12	Interest from specified private activity bonds exempt from the regular tax	12
13	Qualified small business stock (7% of gain excluded under section 1202)	13
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16
17	Disposition of property (difference between AMT and regular tax gain or loss)	17
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18
19	Passive activities (difference between AMT and regular tax income or loss)	19
20	Loss limitations (difference between AMT and regular tax income or loss)	20
21	Circulation costs (difference between regular tax and AMT)	21
22	Long-term contracts (difference between AMT and regular tax income)	22
23	Mining costs (difference between regular tax and AMT)	23
24	Research and experimental costs (difference between regular tax and AMT)	24
25	Income from certain installment sales before January 1, 1987	25
26	Intangible drilling costs preference	26
27	Other adjustments, including income-based related adjustments	27
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately and line 28 is more than \$242,450, see instructions.)	28

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Part II Alternative Minimum Tax (AMT)

29	Exemption. (If you were under age 24 at the end of 2014, see instructions.) IF your filing status is . . . AND line 28 is not over . . . THEN enter on line 29 . . . Single or head of household \$117,300 \$52,800 Married filing jointly or qualifying widow(er) 156,500 82,100 Married filing separately 78,250 41,050 If line 28 is over the amount shown above for your filing status, see instructions.	29
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on the back and enter the amount from line 64 here. • All others: If line 30 is \$182,500 or less (\$91,250 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,650 (\$1,825 if married filing separately) from the result.	31
32	Alternative minimum tax foreign tax credit (see instructions)	32
33	Tentative minimum tax. Subtract line 32 from line 31	33
34	Add Form 1040, line 44 (minus any tax from Form 4972), and Form 1040, line 46. Subtract from the result any foreign tax credit from Form 1040, line 48. If you used Schedule J to figure your tax on Form 1040, line 44, refigure that tax without using Schedule J before completing this line (see instructions)	34
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35

For Paperwork Reduction Act Notice, see your tax return instructions.

Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for line 31	36
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37
38	Enter the amount from Schedule D (Form 1040), line 19 (as figured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39
40	Enter the smaller of line 36 or line 39	40
41	Subtract line 40 from line 36	41
42	If line 41 is \$182,500 or less (\$91,250 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract \$3,650 (\$1,825 if married filing separately) from the result	42
43	Enter: <ul style="list-style-type: none"> \$73,800 if married filing jointly or qualifying widow(er), \$36,900 if single or married filing separately, or \$49,400 if head of household. 	43
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter the amount from Form 1040, line 43; if zero or less, enter -0-. If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	44
45	Subtract line 44 from line 43. If zero or less, enter -0-	45
46	Enter the smaller of line 36 or line 45	46
47	Enter the smaller of line 45 or line 46. The amount is taxed at 0%	47
48	Subtract line 47 from line 46	48
49	Enter: <ul style="list-style-type: none"> \$406,750 if single \$228,800 if married filing separately \$457,600 if married filing jointly or qualifying widow(er) \$432,200 if head of household 	49
50	Enter the amount from line 45	50
51	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 19 of the Schedule D Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter the amount from Form 1040, line 43; if zero or less, enter -0-. If you are filing Form 2555 or Form 2555-EZ, see instructions for the amount to enter	51
52	Add line 50 and line 51	52
53	Subtract line 52 from line 49. If zero or less, enter -0-	53
54	Enter the smaller of line 48 or line 53	54
55	Multiply line 54 by 15% (.15)	55
56	Add lines 47 and 54	56
57	If lines 56 and 36 are the same, skip lines 57 through 61 and go to line 62. Otherwise, go to line 57. Subtract line 56 from line 46	57
58	Multiply line 57 by 20% (.20)	58
59	If line 38 is zero or blank, skip lines 59 through 61 and go to line 62. Otherwise, go to line 59. Add lines 41, 56, and 57	59
60	Subtract line 59 from line 36	60
61	Multiply line 60 by 25% (.25)	61
62	Add lines 42, 55, 58, and 61	62
63	If line 36 is \$182,500 or less (\$91,250 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract \$3,650 (\$1,825 if married filing separately) from the result	63
64	Enter the smaller of line 62 or line 63 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31	64

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Additional Medicare Tax

Department of the Treasury
Internal Revenue Service

▶ If any line does not apply to you, leave it blank. See separate instructions.
▶ Attach to Form 1040, 1040NR, 1040-PR, or 1040-SS.
▶ Information about Form 8959 and its instructions is at www.irs.gov/form8959.

OMB No 1545-0074

2014

Attachment Sequence No. **71**

Name(s) shown on return

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Part I Additional Medicare Tax on Medicare Wages

1 Medicare wages and tips from Form W-2, box 5. If you have more than one Form W-2, enter the total of the amounts from box 5	1		
2 Unreported tips from Form 4137, line 6	2		
3 Wages from Form 8919, line 6	3		
4 Add lines 1 through 3	4		
5 Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying widow(er) \$200,000	5		
6 Subtract line 5 from line 4. If zero or less, enter -0-	6		
7 Additional Medicare Tax on Medicare wages. Multiply line 6 by 0.9% (.009). Enter here and go to Part II	7		

Part II Additional Medicare Tax on Self-Employment Income

8 Self-employment income from Schedule SE (Form 1040), Section A, line 4, or Section B, line 6. If you had a loss, enter -0- (Form 1040-PR and Form 1040-SS filers, see instructions.)	8		
9 Enter the following amount for your filing status: Married filing jointly Married filing separately Single, Head of household, or Qualifying widow(er)	9		
10 Enter the amount from line 4	10		
11 Subtract line 10 from line 9. If zero or less, enter -0-	11		
12 Subtract line 11 from line 8. If zero or less, enter -0-	12		
13 Additional Medicare Tax on self-employment income. Multiply line 12 by 0.9% (.009). Enter here and go to Part II	13		

Part III Additional Medicare Tax on Railroad Retirement Tax Act (RRTA) Compensation

14 Railroad retirement (RRTA) compensation and tips from Form(s) W-2, box 14 (see instructions)	14		
15 Enter the following amount for your filing status: Married filing jointly Married filing separately Single, Head of household, or Qualifying widow(er)	15		0
16 Subtract line 15 from line 14. If zero or less, enter -0-	16		
17 Additional Medicare Tax on railroad retirement (RRTA) compensation. Multiply line 16 by 0.9% (.009). Enter here and go to Part IV	17		

Part IV Total Additional Medicare Tax

18 Add lines 7, 13, and 17. Also include this amount on Form 1040, line 62, (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions) and go to Part V	18		
---	----	--	--

Part V Withholding Reconciliation

19 Medicare tax withheld from Form W-2, box 6. If you have more than one Form W-2, enter the total of the amounts from box 6	19		
20 Enter the amount from line 1	20		
21 Multiply line 20 by 1.45% (.0145). This is your regular Medicare tax withholding on Medicare wages	21		
22 Subtract line 21 from line 19. If zero or less, enter -0-. This is your Additional Medicare Tax withholding on Medicare wages	22		
23 Additional Medicare Tax withholding on railroad retirement (RRTA) compensation from Form W-2, box 14 (see instructions)	23		
24 Total Additional Medicare Tax withholding. Add lines 22 and 23. Also include this amount with federal income tax withholding on Form 1040, line 64 (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions)	24		

For Paperwork Reduction Act Notice, see your tax return instructions.

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**Net Investment Income Tax—
Individuals, Estates, and Trusts**

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Information about Form 8960 and its separate instructions is at www.irs.gov/form8960.

Attachment
Sequence No **72**

Name(s) shown on your tax return

GREGORY & KATHLEEN P. HANCOCK

Your social security number

Part I Investment Income

Section 6013(g) election (see instructions)

Section 6013(h) election (see instructions)

Regulations section 1.1411-10(g) election (see instructions)

1	Taxable interest (see instructions)		1
2	Ordinary dividends (see instructions)		2
3	Annuities (see instructions)		3
4a	Rental real estate, royalties, partnerships, S corporations, trusts, etc. (see instructions)	4a	4c
b	Adjustment for net income or loss derived in the ordinary course of a non-section 1411 trade or business (see instructions)	4b	
c	Combine lines 4a and 4b		
5a	Net gain or loss from disposition of property (see instructions)	5a	5d
b	Net gain or loss from disposition of property that is not subject to net investment income tax (see instructions)	5b	
c	Adjustment from disposition of partnership interest or S corporation stock (see instructions)	5c	
d	Combine lines 5a through 5c		
6	Adjustments to investment income for certain CFCs and PFICs (see instructions)		6
7	Other modifications to investment income (see instructions)		7
8	Total investment income. Combine lines 1, 2, 3, 4c, 5d, 6, and 7		8

Part II Investment Expenses Allocable to Investment Income and Modifications

9a	Investment interest expenses (see instructions)	9a	9d
b	State, local, and foreign income tax (see instructions)	9b	
c	Miscellaneous investment expenses (see instructions)	9c	
d	Add lines 9a, 9b, and 9c		
10	Additional modifications (see instructions)		10
11	Total deductions and modifications. Add lines 9d and 10		11

Part III Tax Computation

12	Net investment income. Subtract Part II, line 11 from Part I, line 8. Individuals complete lines 13–17. Estates and trusts complete lines 18a–21. If zero or less, enter -0-		12
13	Modified adjusted gross income (see instructions)	13	16
14	Threshold based on filing status (see instructions)	14	
15	Subtract line 14 from line 13. If zero or less, enter -0-	15	
16	Enter the smaller of line 12 or line 15		
17	Net investment income tax for individuals. Multiply line 16 by 3.8% (.038). Enter here and include on your tax return (see instructions)		17
18a	Net investment income (line 12 above)	18a	18c
b	Deductions for distributions of net investment income and deductions under section 642(c) (see instructions)	18b	
c	Undistributed net investment income. Subtract line 18b from 18a (see instructions). If zero or less, enter -0-		
19a	Adjusted gross income (see instructions)	19a	19c
b	Highest tax bracket for estates and trusts for the year (see instructions)	19b	
c	Subtract line 19b from line 19a. If zero or less, enter -0-	19c	
20	Enter the smaller of line 18c or line 19c		20
21	Net investment income tax for estates and trusts. Multiply line 20 by 3.8% (.038). Enter here and include on your tax return (see instructions)		21

For Paperwork Reduction Act Notice, see your tax return instructions.

Form **8801**

Department of the Treasury
Internal Revenue Service (99)

**Credit for Prior Year Minimum Tax—
Individuals, Estates, and Trusts**

► Information about Form 8801 and its separate instructions is at www.irs.gov/form8801.
► Attach to Form 1040, 1040NR, or 1041.

OMB No. 1545-1073

2014

Attachment
Sequence No **74**

Name(s) shown on return

Identifying number

GREGORY & KATHLEEN P. HANCOCK

Part I Net Minimum Tax on Exclusion Items

1	Combine lines 1, 6, and 10 of your 2013 Form 6251. Estates and trusts, see instructions	1
2	Enter adjustments and preferences treated as exclusion items (see instructions)	2
3	Minimum tax credit net operating loss deduction (see instructions)	3
4	Combine lines 1, 2, and 3. If zero or less, enter -0- here and on line 15 and go to Part II. If more than \$238,550 and you were married filing separately for 2013, see instructions	4
5	Enter: \$80,800 if married filing jointly or qualifying widow(er) for 2013; \$51,900 if single or head of household for 2013; or \$40,400 if married filing separately for 2013. Estates and trusts, enter \$23,100	5
6	Enter: \$153,900 if married filing jointly or qualifying widow(er) for 2013; \$115,400 if single or head of household for 2013; or \$76,950 if married filing separately for 2013. Estates and trusts, enter \$76,950	6
7	Subtract line 6 from line 4. If zero or less, enter -0- here and on line 8 and go to line 9	7
8	Multiply line 7 by 25% (.25)	8
9	Subtract line 8 from line 5. If zero or less, enter -0-. If under age 24 at the end of 2013, see instructions	9
10	Subtract line 9 from line 4. If zero or less, enter -0- here and on line 13 and go to Part II. Form 1040NR filers, see instructions	10
11	<ul style="list-style-type: none"> • If for 2013 you filed Form 2555 or 2555-EZ, see instructions for the amount to enter. • If for 2013 you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b (Form 1041, line 2b(2)); or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (lines 18a and 19, column (2), of Schedule D (Form 1041)), complete Part III of Form 8801 and enter the amount from line 55 here. Form 1040NR filers, see instructions. • All others: If line 10 is \$179,500 or less (\$89,750 or less if married filing separately for 2013), multiply line 10 by 26% (.26). Otherwise, multiply line 10 by 28% (.28) and subtract \$3,590 (\$1,795 if married filing separately for 2013) from the result. Form 1040NR filers, see instructions. 	11
12	Minimum tax foreign tax credit on exclusion items (see instructions)	12
13	Tentative minimum tax on exclusion items. Subtract line 12 from line 11	13
14	Enter the amount from your 2013 Form 6251, line 34, or 2013 Form 1041, Schedule I, line 55	14
15	Net minimum tax on exclusion items. Subtract line 14 from line 13. If zero or less, enter -0-	15

For Paperwork Reduction Act Notice, see instructions.

Form **8801** (2014)

Part II Minimum Tax Credit and Carryforward to 2015

16	Enter the amount from your 2013 Form 6251, line 35, or 2013 Form 1041, Schedule I, line 56	16	
17	Enter the amount from line 15	17	
18	Subtract line 17 from line 16. If less than zero, enter as a negative amount	18	
19	2013 credit carryforward. Enter the amount from your 2013 Form 8801, line 26	19	
20	Enter your 2013 unallowed qualified electric vehicle credit (see instructions)	20	
21	Combine lines 18 through 20. If zero or less, stop here and see the instructions	21	
22	Enter your 2014 regular income tax liability minus allowable credits (see instructions)	22	
23	Enter the amount from your 2014 Form 6251, line 33, or 2014 Form 1041, Schedule I, line 54	23	
24	Subtract line 23 from line 22. If zero or less, enter -0-	24	
25	Minimum tax credit. Enter the smaller of line 21 or line 24. Also enter this amount on your 2014 Form 1040, line 54 (check box b); Form 1040NR, line 51 (check box b); or Form 1041, Schedule G, line 2c	25	
26	Credit carryforward to 2015. Subtract line 25 from line 21. Keep a record of this amount because you may use it in future years	26	

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Federal Statements

HOUSE

Statement 1 - Schedule E, Line 19 - Other Expenses

<u>Description</u>	<u>Gross Amount</u>	<u>Business Use Percentage</u>	<u>Net Amount</u>
	\$ _____		\$ _____
	\$ _____		\$ _____

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Name GREGORY & KATHLEEN P. HANCOCK Taxpayer Identification Number _____

Form 8960, Lines 9 and 10, State income tax and Miscellaneous expenses allocable to investment income

1. State and local income taxes				1. _____
2. Tax preparation fees				2. _____
3. Investment income, Form 8960 line 8	3.			_____
4. Adjusted gross income	4.			_____
5. Divide line 3 by line 4	5.			_____
6. State and local tax allocable to net investment income (Multiply line 1 by line 5)				6. _____
7. Tax preparation fees allocable to net investment income (Multiply line 2 by line 5)				7. _____
Application of limitation under section 67				
8. Miscellaneous expenses allocable to net investment income				8. _____
9. Total miscellaneous expenses (line 7 plus line 8)	9.			_____
10. Enter the limited miscellaneous deductions from line 27, Schedule A	10.			_____
11. If line 10 is less than line 9, divide line 10 by line 9. Else, enter 1.00	11.			_____
12. 8960 line 9c, Miscellaneous expenses after Sec 67 (Miscellaneous expenses from line 8 multiplied by line 11)				12. _____
13. 8960 line 10, Additional modifications after Sec 67 (Tax preparation fees from line 7 multiplied by line 11)				13. _____
Application of limitation under section 68				
14. Total of misc expenses after Sec 67 (line 12 + line 13)				14. _____
15. State and local taxes allocable to net investment income (line 6)				15. _____
16. Other itemized deductions				16. _____
17. Total				17. _____
18. Enter the total itemized deductions from line 29, Schedule A	18.			_____
19. Deductions not subject to limitation under section 67	19.			_____
20. Subtract line 18 from line 19. If zero or less, stop here. No deductions are allowed.				20. _____
21. If line 20 is less than line 14, divide line 20 by line 14. Else, enter 1.00				21. _____
22. Form 8960 line 9b, State income tax (line 15 multiplied by line 21)				22. _____
23. Form 8960 line 9c, Miscellaneous investment expense (line 12 multiplied by line 21)				23. _____
24. Form 8960 line 10, Additional modifications (lines 13 and 16 multiplied by line 21)				24. _____

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Form 8960, Line 5c, Adjustment from disposition of partnership interest or S corporation stock

1. Amount of net gain from the disposition of a partnership or S corporation to which section 1411(c)(4)(A) applies				1. _____
2. Amount of net gain included in net investment income after application of Regulations section 1.1411-7 (But not more than line 1)				2. _____
3. Enter the difference between line 1 and line 2 (Enter as a negative number)				3. _____
4. Amount of net loss from the disposition of a partnership or S corporation to which section 1411(c)(4)(A) applies	4.			_____
5. Amount of net loss included in net investment income after application of Regulations section 1.1411-7 (But not more than line 4)	5.			_____
6. Enter the difference between line 4 and line 5				6. _____
7. Amount of net gain attributable to payments received on an installment sale obligation that was attributable to the disposition of a partnership or S corporation in a prior year				7. _____
8. Amount of net gain attributable to installment sale obligations after application of Regulations section 1.1411-7 (But not more than line 7)	8.			_____
9. Enter the difference between line 7 and line 8 (Enter as a negative number)				9. _____
10. Total adjustment from disposition of partnership interest or S corporation stock (Sum of lines 3, 6, and 9)				10. _____

This is the amount reported on Form 8960 line 5c

20

Form CT-1040 - 2014, Page 1 of 4
Connecticut Resident Income Tax Return

Other taxable year, beginning: 2014 and ending:

N S Y FJ N FS N HH N QW

GREGORY HANCOCK N Dec
KATHLEEN P HANCOCK N Dec
189 MILE CREEK RD Y CT-2210
N CT-8379 N CT-1040CRC
OLD LYME CT 06371

1. Federal adjusted gross income (from federal Form 1040, Line 37; Form 1040A, I Form 1040EZ, Line 4)
2. Additions to federal adjusted gross income (from Schedule 1, Line 39)
3. Add Line 1 and Line 2
4. Subtractions from federal adjusted gross income (from Schedule 1, Line 40)
5. Connecticut adjusted gross income: Line 4 subtracted from Line 3.
6. Income tax
7. Credit for income taxes paid to qualifying jurisdictions (from Schedule 2, Line 59)
8. Line 7 subtracted from Line 6. If Line 7 is greater than Line 6, "0" is entered.
9. Connecticut alternative minimum tax (from Form CT-6251)
10. Add Line 8 and Line 9.
11. Credit for property taxes paid on your primary residence, motor vehicle, or both (from Schedule 3, Line 11)
12. Line 11 subtracted from Line 10. If less than zero, "0" is entered.
13. Total allowable credits (from Schedule CT-IT Credit, Part 1, Line 11)
14. Connecticut income tax: Line 13 subtracted from Line 12. If less than zero, "0"
15. Individual use tax (from Schedule 4, Line 69). If no tax is due, "0" is entered.
16. Total tax: Add Line 14 and Line 15.

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



Form CT-1040, Page 2 of 4

17. Amount from Line 16

17.

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.
18b.
18c.
18d.
18e.

•
•
•
•
•

18f. Additional Connecticut withholding (from Supplemental Schedule CT-1040WH, Line 3)

18f.

18. Total Connecticut income tax withheld: Amounts in Column C.

18.

19. All 2014 estimated tax payments and any overpayments applied from a prior year

19.

20. Payments made with Form CT-1040 EXT

20.

20a. Earned income tax credit (from Schedule CT-EITC, Line 16)

20a.

20b. Claim of right credit (from Form CT-1040CRC, Line 6)

20b.

21. Total payments: Add Lines 18, 19, 20, 20a, and 20b.

21

22. Overpayment: If Line 21 is more than Line 17, Line 17 subtracted from Line 21.

22.

23. Amount of Line 22 you want applied to your 2015 estimated tax

23.

24. CHET contribution (from Schedule CT-CHEAT, Line 4)

24.

24a. Total contributions of refund to designated charities (from Schedule 5, Line 70)

24a.

25. Refund: Lines 23, 24, and 24a subtracted from Line 22

25.

If you have not elected to direct deposit, the refund may be issued by debit card or check.
25b. Acct. # 25c. Acct. #

25d. Refund going to a bank account outside the U.S.

25d.

25e. Debit card

26. Tax due: If Line 17 is more than Line 21, Line 21 subtracted from Line 17.

26.

27. If late: Penalty entered. Line 26 multiplied by 10% (.10).

27

28. If late: Interest entered.

Line 26 multiplied by number of months or fraction of a month late, then by 1% (.01).

28.

29. Interest on underpayment of estimated tax (from Form CT-2210)

29.

30. Total amount due: Add Lines 26 through 29.

30.

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	Home/office telephone number
•		•	•
Spouse's signature (if joint return)		Date	Daytime telephone number
•		•	•
Paid preparer's signature		Date	Telephone number
• COLEEN H. DUFFY		• 09112015	• 8603423073
Firm's name, address, and ZIP code			FEIN
HINTZ & COMPANY, LLC P.O. BOX 294 PORTLAND, CT 06480			•

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

Designee's name

• COLEEN H. DUFFY

Telephone number

• 8603423073

Personal identification number (PIN)

•

Sign Here
Keep a copy for your records

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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 35)	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. HET contributions Account: 48.
 49. Other specify 49.

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50. Total subtractions: Add Lines 40 through 49.	50.
--	-----

Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions

51. Modified Connecticut adjusted gross income	51.	
	Col. A	Col.
52. Qualifying jurisdiction's name and two-letter code	52.	
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.	

Schedule 3 - Property Tax Credit
Qualifying Property

	Primary Residence	Auto 1	Auto 2
Name of Connecticut Tax Town or District			
Description of Property			
Date(s) Paid			
Amount Paid	60.	61.	62.
63. Total property tax paid: Add Lines 60, 61, and 62.			63.
64. Maximum property tax credit allowed			64. •
65. Lesser of Line 63 or Line 64.			65. •
66. Property tax credit limitation decimal amount: If zero, the amount from Line 65 is entered on Line 68.			66. •
67. Line 65 multiplied by Line 66.			67. •
68. Line 67 subtracted from Line 65.			68.

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REDACTED
REDACTED

Schedule 4 - Individual Use Tax

69a. Use tax at 1% (from Connecticut Individual Use Tax Worksheet, Section A, Column 7)	69a.
69b. Use tax at 6.35% (from Connecticut Individual Use Tax Worksheet, Section B, Column 7)	69b.
69c. Use tax at 7% (from Connecticut Individual Use Tax Worksheet, Section C, Column 7)	69c.
69. Individual use tax: Add Lines 69a, 69b, and 69c.	69. •

Schedule 5 - Contributions to Designated Charities

70a. AR	70a.
70b. OT	70b.
70c. ES/W	70c.
70d. BCR	70d.
70e. SNS	70e.
70f. MR	70f.
70g. CBS	70g.
70. Total Contributions: Add Lines 70a through 70g.	70. •
Taxpayer email	

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GREGORY & KATHLEEN P. HANCOCK

Part II – Required Annual Payment

Complete Part II to determine if you were required to make estimated payments. See Instru

1. 2014 Connecticut income tax
2. Multiply Line 1 by 90% (.90). Farmers and fishermen, see instructions.
3. Connecticut income tax withheld
4. Subtract Line 3 from Line 1. If the result is less than \$1,000, stop here. Do not complete or file this form.
5. Enter your 2013 Connecticut income tax. See instructions.
6. Enter the smaller of Line 2 or Line 5. This is your required annual payment for 2014.
7. Subtract Line 3 from Line 6. If the result is zero or less, stop here. Do not complete or file this form.

Part III – Calculate Your Underpayment and Interest for Each Calenc

	A	B	C	D	Total
8. Enter the required annual payment from Part II, Line 6. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box A, or Box D, see instructions.					
9. Installment percentages					
10. Multiply Line 8 by Line 9. Enter each result in the appropriate column. If you checked Part I, Box A, see instructions.					
11. Enter the 2014 Connecticut tax withheld, Part I, Line 3. Enter the same amount in Columns A, B, C, and D. If you checked Part I, Box C, skip this line and see instructions for Line 13.					
12. Withholding percentages					
13. Multiply Line 11 by Line 12. Enter each result in the appropriate column. If you checked Part I, Box C, see instructions.					
14. Subtract Line 13 from Line 10. Enter each result in the appropriate column. If Line 13 is equal to or greater than Line 10 in any column, enter "0" in that column					
15. Enter the estimated tax payments. See instructions.					
16. Underpayments - Subtract Line 15 from Line 14. Enter each result in the appropriate column. If Line 15 is equal to or greater than Line 14 in any column, enter "0" in that column.					
17. Interest - Use Worksheets A, B, C, and D of Schedule B and enter each result in the appropriate column. Add Columns A, B, C, and D. Enter the total in the Total Column and on the appropriate line of your Connecticut Income tax return.					

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**Attach this form to the back of your Connecticut income tax return.
Keep a copy of this worksheet for your records.**

Name

Taxpayer Identification Number

GREGORY & F

Due date of estimated
Amount of underpayment

2013 overpayment ap,
Withholding
Other Payments

Date of payment _____

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Connecticut Alternative Minimum Tax Return - Individuals

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 GREGORY	Last name HANCOCK	Value
If a joint return, spouse's first name and middle initial KATHLEEN P.	Last name HANCOCK	

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

1. Federal alternative minimum taxable income: See instructions.	▶	1.	
2. Additions to federal alternative minimum taxable income: See instructions.	▶	2.	
3. Add Line 1 and Line 2.		3.	
4. Subtractions from federal alternative minimum taxable income: See instructions.	▶	4.	
5. Adjusted federal alternative minimum taxable income: Subtract Line 4 from Line 3. If filing separately and Line 5 is more than \$242,450, see instructions.	▶	5.	
6. Enter \$82,100 if filing jointly or qualifying widow(er); \$52,800 if single or head of household; or \$41,050 if filing separately.		6.	
7. Enter \$156,500 if filing jointly or qualifying widow(er); \$117,300 if single or head of household; or \$78,250 if filing separately.		7.	
8. Subtract Line 7 from Line 5. If zero or less, enter "0" here and on Line 9.		8.	
9. Multiply Line 8 by 26% (.26).		9.	
10. Exemption: Subtract Line 9 from Line 6. If zero or less, enter "0." If you were under age 24 at the end of 2014, see instructions.	▶	10.	
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.			
12. If Lines 2 and 4 above are zero, enter the amount from federal Form 6251, Line 3, here. If you entered an amount on Lines 2 or 4 above and: <ul style="list-style-type: none"> 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 52 here. All others: If Line 11 is \$182,500 or less (\$91,250 or less if filing separately), multiply Line 11 by 26% (.26). Otherwise, multiply Line 11 by 28% (.28) and subtract \$3,650 (\$1,825 if filing separately) from the result.	▶		711,0
13. Alternative minimum tax foreign tax credit from federal Form 6251, Line 32.	▶		
14. Adjusted federal tentative minimum tax: Subtract Line 13 from Line 12.			
15. Multiply Line 14 by 19% (.19).			
16. Multiply Line 5 by 5.5% (.055).			
17. Connecticut minimum tax: Enter the lesser of Line 15 or Line 16.			
18. Apportionment factor: Residents, enter 1.0000; nonresidents and part-year residents, see instructions.	▶		
19. Apportioned Connecticut minimum tax: Multiply Line 17 by Line 18.			
20. Connecticut income tax from Form CT-1040, Line 6, or Form CT-1040NR/PY, Line 10.	▶		
21. Net Connecticut minimum tax: Subtract Line 20 from Line 19. If zero or less, enter "0."			
22. Credit for alternative minimum tax paid to qualifying jurisdictions: Residents and part-year residents only from Schedule A, Line 61.	▶		
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.	▶		

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GREGORY & KATHLEEN P. HANCOCK

Part II Complete Part II of this form only if you are required to complete Part III of federal Form 6251

24. Enter the amount from Line 11. If you are filing federal Form 2555 or Form 2555-EZ, enter the amount from Line 3 of the Connecticut Foreign Earned Income Tax Worksheet on Page 4.

25. Enter the amount from federal Form 6251, Line 37. See instructions.

26. Enter the amount from federal Form 6251, Line 38. See instructions.

27. Enter the amount from federal Form 6251, Line 39. See instructions.

28. Enter the smaller of Line 24 or Line 27.

29. Subtract Line 28 from Line 24.

30. If Line 29 is \$182,500 or less (\$91,250 or less if filing separately), multiply Line 29 by 26% (.26). Otherwise, multiply Line 29 by 28% (.28) and subtract \$3,650 (\$1,825 if filing separately) from the result.

31. Enter:

- \$73,800, if filing jointly or qualifying widow(er);
- \$36,900, if single or filing separately; or
- \$49,400, if head of household.

32. Enter the amount from federal Form 6251, Line 44. See instructions.

33. Subtract Line 32 from Line 31. If zero or less, enter "0."

34. Enter the smaller of Line 24 or Line 25.

35. Enter the smaller of Line 33 or Line 34.

36. Subtract Line 35 from Line 34.

37. Enter \$406,750 if single; \$228,800 if filing separately; \$457,600 if filing jointly or qualifying widow(er); or \$432,200 if head of household.

38. Enter the amount from Line 30.

39. Enter the amount from federal Form 6251, Line 51. See instructions.

40. Add Line 38 and Line 39.

41. Subtract Line 40 from Line 37. If zero or less, enter - 0 -.

42. Enter the smaller of Line 36 or Line 41.

43. Multiply Line 42 by 15% (.15).

44. Add Line 35 and Line 42.

- If Line 44 and Line 24 are the same, skip Lines 45 through 49 and go to Line 50. Otherwise

45. Subtract Line 44 from Line 34.

46. Multiply Line 45 by 20% (.20).

- If Line 26 is zero or blank, skip Lines 47 through 49 and go to Line 50. Otherwise

47. Add Lines 29, 44, and 45.

48. Subtract Line 47 from Line 24.

49. Multiply Line 48 by 25% (.25).

50. Add Lines 30, 43, 46, and 49.

51. If Line 24 is \$182,500 or less (\$91,250 or less if filing separately), multiply Line 24 by 26% (.26). Otherwise, multiply Line 24 by 28% (.28) and subtract \$3,650 (\$1,825 if filing separately) from the result.

52. Enter the smaller of Line 50 or Line 51 here and on Line 12. If you are filing federal Form 2555 or Form 2555-EZ, do not enter this amount on Line 12. Enter it on Line 4 of the Connecticut Foreign Earned Income Worksheet on Page 4 of the instructions.

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1001

Form CT-6251 Schedule A

Schedule A - Credit for Alternative Minimum Tax Paid to Qualifying Jurisdictions

You must attach a copy of your return filed with the qualifying jurisdiction(s) or your credit will be disallowed.

53. Modified adjusted federal alternative minimum taxable income. See instructions.

53.

For each column, enter the following:

- 54. Enter qualifying jurisdiction's name and two-letter code.
- 55. Enter the non-Connecticut adjusted federal alternative minimum taxable income included on Line 55 which is subject to a qualifying jurisdiction's alternative minimum tax.
- 56. Divide Line 55 by Line 53. Round to four decimal places.
- 57. Enter the net Connecticut minimum tax (from Form CT-6251, Line 21). Part-Year Residents, see instructions below.
- 58. Multiply Line 56 by Line 57.
- 59. Alternative minimum tax paid to a qualifying jurisdiction: See instructions.
- 60. Enter the lesser of Line 58 or Line 59.
- 61. Total credit: Add Line 60, all columns. Enter amount here and on L

If you claim credit for alternative minimum tax paid to another state of the United States, a political subdivision within another state, or the District of Columbia, enter the appropriate two-letter code. For a list of the standard two-letter code for each state, see Schedule 2 - Credit for Income Taxes Paid to Qualifying Jurisdictions in the instructions to Form CT-1040 or Form CT-1040NR/PY.

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