

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

10 Civ. 457 (GLS/DRH)

**McGINN, SMITH & CO., INC.,
McGINN, SMITH ADVISORS, LLC,
McGINN, SMITH CAPITAL HOLDINGS CORP.,
FIRST ADVISORY INCOME NOTES, LLC,
FIRST EXCELSIOR INCOME NOTES, LLC,
FIRST INDEPENDENT INCOME NOTES, LLC,
THIRD ALBANY INCOME NOTES, LLC,
TIMOTHY M. MCGINN, DAVID L. SMITH,
LYNN A. SMITH, DAVID M. WOJESKI, Trustee of
the David L. and Lynn A. Smith Irrevocable
Trust U/A 8/04/04, GEOFFREY R. SMITH,
LAUREN T. SMITH, and NANCY MCGINN,**

Defendants,

**LYNN A. SMITH, and
NANCY MCGINN,**

Relief Defendants, and

**DAVID M. WOJESKI, Trustee of the
David L. and Lynn A. Smith Irrevocable
Trust U/A 8/04/04,**

Intervenor.

NOTICE OF MOTION

PLEASE TAKE NOTICE that in accordance with the pre-motion conference held on September 8, 2010, plaintiff Securities and Exchange Commission will move this Court, on October 21, 2010, at 9:30 a.m. or at any other date convenient to the Court, before the Honorable David R. Homer, United States Magistrate Judge, United States District Court, Northern District

of New York, 445 Broadway, Albany, NY for an order amending the Preliminary Injunction Order, dated July 22, 2010.

Dated: New York, NY
September 20, 2010

Respectfully submitted,

s/ David Stoelting

Attorney Bar Number: 516163

Attorney for Plaintiff

Securities and Exchange Commission

3 World Financial Center, Room 400

New York, NY 10281

Telephone: (212) 336-0174

Fax: (212) 336-1324

E-mail: stoeltingd@sec.gov

GEORGE S. CANELLOS
REGIONAL DIRECTOR
Attorney for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
New York Regional Office
3 World Financial Center
New York, NY 10281-1022
(212) 336-0174 (Stoelting)

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David L. and Lynn A. Smith Irrevocable
Trust U/A 8/04/04,

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION TO AMEND THE PRELIMINARY INJUNCTION ORDER

Plaintiff respectfully submits this memorandum of law in support of its motion to amend the preliminary injunction order dated July 22, 2010 (the "PI Order").

PRELIMINARY STATEMENT

Since this Court froze their assets approximately five months ago, David L. Smith ("Smith"), Lynn A. Smith ("Lynn Smith") and Timothy McGinn ("McGinn") have been incurring thousands of dollars of debt on their personal credit cards without Court approval. This unfettered accumulation of credit card debt may further deplete the assets available to the victims of the fraud. Accordingly, plaintiff requests that the Court amend the PI Order to clarify that Smith, Lynn Smith and McGinn may not incur debt on any credit or debit card or through any other credit arrangement without prior Court approval. Plaintiff also requests the Court order that Smith, Lynn Smith and McGinn provide an accounting of their assets and liabilities since April 20 because they have never asked for any relief from the asset freeze since that date, which raises a red flag as to how they have been living the past five months and whether there have been other violations of the asset freeze.

STATEMENT OF FACTS

McGinn, Smith and Lynn Smith have continued to make charges on their credit cards after the Court-ordered asset freeze on April 20, 2010. McGinn has charged approximately \$4,000 on a Citibank MasterCard in his name and over \$500 on an American Express Card in his name between April 21 and July 2, 2010. (Exs. 1 and 2 to the Declaration of Lara Shalov Mehraban ("Mehraban Decl.")). Smith has charged over \$5,000 on a Citibank MasterCard in his name between April 21 and June 22, 2010, including a \$1,000 cash advance taken on June 15, 2010. (Mehraban Decl. Ex. 3.) Lynn Smith has charged over \$600 on a Citibank Exxon Mobil card in her name between April 21 and July 7, 2010, and over \$11,000 on a Chase Visa card in her name between April 21 and July 16, 2010, including a \$4,000 cash advance on June 15, 2010

and over \$2,000 in other cash advances. (Mehraban Decl. Exs. 4 and 5.) Plaintiff is not aware whether subsequent charges have been made on these credit cards, or on any other credit cards after April 20, 2010.¹

On May 27, 2010, at her deposition, Lynn Smith acknowledged her and her husband's use of credit cards. (DE 46, Ex.2, at 13, 101-103.) On May 31, 2010, plaintiff sent an email to counsel for Lynn Smith and prior counsel for Smith and McGinn informing them that use of credit cards violated the April 20 asset freeze, which specifically prohibits defendants from encumbering their assets (*see* Paragraph XIV of the TRO, dated April 20, 2010 and Paragraph VII of the PI Order, dated July 22, 2010). The email stated that all credit card usage should cease. (Mehraban Decl. Ex. 5.)

On September 1, 2010, plaintiff sent a letter to current counsel for McGinn and Smith informing him that plaintiff was aware that both of his clients had used their credit cards after the imposition of the asset freeze on April 20 and that such use violated the asset freeze. On the same day, counsel for McGinn and Smith informed plaintiff that he did not believe that credit card charges violated the asset freeze and that, if plaintiff provided notice to the credit card companies of the asset freeze, it would be "interfer[ing] with [his] clients' credit relationships" and that they would "pursue their remedies to the fullest extent of the law." (Mehraban Decl., Ex. 6.) Two days later, plaintiff requested a conference seeking permission to file this motion.

ARGUMENT

The purpose of an asset freeze in a Commission action is to "facilitate enforcement of any disgorgement remedy that might be ordered in the event a violation [of the securities laws] is established at trial." *SEC v. Unifund SAL*, 910 F.2d 1028, at 1041 (2d Cir. 1990). An asset

¹ Plaintiff is aware that Lynn Smith has additional credit cards on which no charges were made during the period from April 21 to June 30, 2010.

freeze preserves the status quo with respect to a defendant's assets from the time of imposition. Credit card debt creates new creditors and claims that did not exist when the asset freeze was imposed, and potentially diminishes the assets available to the victims of the fraud.

Under Section 20(b) of the Securities Act of 1933 and Section 21(d) of the Securities Exchange Act of 1934, the Court has broad discretion in fashioning equitable relief. 15 U.S.C. § 77t(b); 15 U.S.C. §78u(d)(5) ("In any action or proceeding brought or instituted by the Commission under any provision of the securities laws, the Commission may seek, and any Federal court may grant, any equitable relief that may be appropriate or necessary for the benefit of investors."). There is no requirement that an SEC judgment receive priority over other creditors, including unsecured creditors. The question of priority is within the discretion of the court. *See SEC v. Haligiannis*, 608 F. Supp.2d 444, 449 (S.D.N.Y. 2009) (*citing SEC v. Fishbach Corp.*, 133 F.3d 170, 175 (2d Cir. 1997)); *see also Official Committee of Unsecured Creditors of Worldcom, Inc. v. SEC*, 467 F.3d 73, 81 (2d Cir. 2006).

In *SEC v. Haligiannis*, for example, the court held that two creditors who received judgments after the SEC's suit was filed but prior to the SEC's final judgment were entitled to priority over the SEC's judgment. 608 F.Supp.2d at 453-54 (creditor who filed fraud suit and creditor who filed suit to recover on dishonored countercheck and obtained default judgments against defendant received priority over SEC's judgment). The court reasoned that these creditors were not aware of the asset freeze and held that they were entitled to recovery under principals of equity. *Id.*

In such a situation plaintiff of course would argue that its judgment should take priority. The *Haligiannis* case, however, shows that a court could find other creditors' claims have priority over an SEC judgment. *See also Fischbach Corp.*, 133 F.3d at 175 ("Once the profits have been disgorged, it remains within the Court's discretion to determine how and to whom the

money will be distributed. . . .”). Accordingly, investors could be harmed by the unfettered use of credit cards by Smith, Lynn Smith and McGinn.

Moreover, if the Court does not amend the PI Order and use of credit cards is allowed to continue without Court oversight, Smith, Lynn Smith and McGinn could charge thousands of dollars or more on their credit cards through the duration of this litigation. Use of the credit cards is essentially a way for defendants to circumvent the asset freeze. Accordingly, plaintiff requests that the Court amend the PI Order to prohibit Smith, Lynn Smith and McGinn from incurring debt without prior Court approval on any credit or debit cards or through any other credit arrangement.

Finally, the fact that McGinn and Smith have never asked for a carve-out to cover living expenses in the five-months since the asset freeze was imposed – and have asserted their Fifth Amendment rights and refused to provide any asset list or accounting – raises a red flag as to whether there have been other violations of the asset freeze. Accordingly, plaintiff requests that the Court order that McGinn and Smith provide an accounting of their expenditures and liabilities, and income and assets acquired since April 20, including all credit cards used since that time; and that they provide the Court each month with a report showing their income and expenses, and assets acquired and liabilities incurred. The monthly reports will provide Court oversight over McGinn and Smith, and is necessary to ensure compliance with the asset freeze.

Lynn Smith

Under the circumstances, Lynn Smith should be treated the same as defendants McGinn and Smith. The Amended Complaint alleges that Lynn Smith received more than \$1.8 million in ill-gotten gains, as well as a claim that she fraudulently conveyed \$4.5 million that should be available for disgorgement. (DE 100 ¶¶ 107, 169-173.) Thus, the size of a potential disgorgement remedy against Lynn Smith greatly exceeds her frozen assets. Moreover, all of

Lynn Smith's assets, with the exception of the vacation camp property, are frozen. Although the vacation property has purportedly been "sold" to the Trust, such sale should be unwound (*see* Commission Motion for Emergency Relief, dated August 3, 2010, and Reply Brief in Further Support of Motion, dated September 14, 2010). Unless and until there is a valid arms' length sale of, or mortgage taken out on, the vacation camp property, Lynn Smith has no unfrozen assets from which she could pay off credit card debt. Accordingly, like McGinn and Smith, she should not be allowed to incur debt without prior Court approval, and she should be subject to the same supervision as McGinn and Smith.

CONCLUSION

For the reasons stated above, plaintiff requests that the Court amend the PI Order entered on July 22, 2010 as set forth in the proposed order.

Dated: New York, NY
September 20, 2010

Respectfully submitted,

s/ David Stoelting
Attorney Bar Number: 516163
Attorney for Plaintiff
Securities and Exchange Commission
3 World Financial Center, Room 400
New York, NY 10281
Telephone: (212) 336-0174
Fax: (212) 336-1324
E-mail: stoeltingd@sec.gov

Of Counsel:

Andrew Calamari
Kevin McGrath
Lara Shalov Mehraban
Linda Arnold

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Relief Defendants, and

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Trust U/A 8/04/04,**

Intervenor.

DECLARATION OF LARA SHALOV MEHRABAN

I, Lara Shalov Mehraban, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am an attorney in the Enforcement Division of the New York Regional Office of the Securities and Exchange Commission (the "Commission"). I have been employed with the Commission since September 2007. I make this declaration in support of the Commission's motion to amend the preliminary injunction Order dated July 22, 2010 (the "PI Order").

2. On June 30 and July 1, 2010, I sent subpoenas to American Express Company, Inc., Citibank N.A. and JPMorgan Chase that requested, among other things, copies of statements for personal credit cards held by David L. Smith, Timothy McGinn and Lynn A. Smith for the period from April 20, 2010 to the present. Copies of these subpoenas were provided to defense counsel.

3. The Commission received responses to the subpoenas dated July 13, 2010 from American Express, July 14, 2010 from Citibank, and August 4, 2010 from JPMC. The following Exhibits contain account statements from these responses:

Exhibit 1	McGinn's personal American Express card from April 20, 2010 to June 24, 2010.
Exhibit 2	McGinn's personal Citibank MasterCard from April 20, 2010 to July 2, 2010
Exhibit 3	Smith's personal Citibank MasterCard from April 20, 2010 to June 22, 2010
Exhibit 4	Lynn Smith's personal Exxon Mobil card from April 20, 2010 to July 7, 2010
Exhibit 5	Lynn Smith's personal Chase Visa card from April 20, 2010 to July 16, 2010

4. On May 27, 2010, Lynn Smith testified at her deposition regarding her and her husband's credit card usage. (DE 46, Ex.2, at 13, 101-103). On May 31, 2010, my colleague, David Stoelting, sent an email to counsel for Lynn Smith and prior counsel for Smith and McGinn informing them that use of credit cards violated the asset freeze in the TRO. This email is attached as Exhibit 6. Prior counsel for McGinn and Smith responded that he did not think that credit card use violated the TRO and that their clients may use their credit cards.

5. On September 1, 2010, I sent a letter to current counsel for Smith and McGinn requesting that his clients (i) stop using their credit cards and (ii) indicate how they intended to

pay the charges on those cards from funds not subject to the asset freeze. Current counsel for Smith and McGinn took the same position as prior counsel that credit card use did not violate the asset freeze. Attached as Exhibit 7 is an email exchange with counsel for McGinn and Smith on September 1, 2010.

6. Attached as Exhibit 8 is a redline comparison of Paragraph VII of the PI Order with the proposed replacement paragraph.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: September 20, 2010
New York, New York


Lara Shalov Mehraban

Exhibit 1

DUPLICATE COPY

**Platinum Card®
Statement of Account**Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXX-3004Closing Date
04/23/10

Page 1 of 15

650,363
Membership Rewards®
Points Available
 at 04/23/10; when charges due are paid in full and all accounts are in good standing.

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$

Please Pay By
05/09/10

Please refer to page 10
 for important information
 regarding your account

See Page 14 for information regarding an Administrative Office Address Change Endorsement for AMEX Assurance Company.

See Page 15 For A Notice Of Changes To The Membership Rewards Program Terms & Conditions

IMPORTANT INFORMATION ABOUT THE BILLING STATEMENT. The payment coupon has changed. To better protect your privacy, your Card account number has been removed from the payment coupon of the billing statement. Please have your Card number available when contacting American Express. To manage your account online or to pay your bill, please visit us at americanexpress.com. For general servicing or additional contact information, please see the reverse side of this page or call the number on the back of your card.

PAY ONLINE OR ON THE GO.

Enjoy flexibility in paying your American Express® Card bill. Visit americanexpress.com and choose from a variety of quick and easy payment methods.

**CHOOSE YOUR WAY TO PAY**

Visit americanexpress.com/payonline to learn more.

ON YOUR COMPUTER:

- Pay immediately
- Schedule a future payment
- Set up automatic payments with AutoPay

ON YOUR MOBILE PHONE:

- Pay now or schedule payment for a later date

Activity

* Indicates posting date

** Foreign Currency conversion rate
is base rate plus 2.7%. See page 2 for details.

Amount \$

04/08/10* PHONE PAYMENT - THANK YOU

Due in Full Activity for TIMOTHY M MCGINN
 Card XXXX-XXXX-3004

Foreign Spending

Amount \$

04/02/10

04/02/10

↓ Please fold on the perforation below, detach and return with your payment ↓

Do not staple or use paper clips

Payment Coupon

Account Number
XXXX-XXXX-3004



TIMOTHY M MCGINN
 99 PINE ST
 ALBANY NY 12207-2776

Mail Payment to:



AMERICAN EXPRESS
 P.O. BOX 1270
 NEWARK NJ 07101-1270

Please Pay By:
05/09/10

Amount Due
\$10,910.24

Continued on Page 3

To Pay by Computer, visit:
americanexpress.com/pbc.

Enter account number on
 all documents.
 Make check payable to
 American Express.

See Finance Charges
 section on reverse side for
 a description of when
 additional Finance
 Charges are not assessed
 on Features.

Check here if address or
 phone number has
 changed. Note changes on
 reverse side.

☐

0000349991374914810 001091024001091024 21 H

AmEx 0049

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXXXX 3004

Page 2 of 15

Payments: Payments received after 5:00 p.m. may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made with a single check or draft drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method payable in US dollars and clearable through the US banking system. Your Account number must be included on all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your payment into US dollars, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval. **Authorization for Electronic Debit:** We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to your bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against your bank or asset account for the amount of the check. **Authorization for Electronic Payments:** By using the American Express Pay By Computer, Pay By Phone or any other American Express electronic payment service, you will be authorizing American Express to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 8:00 p.m. MST may not be credited until the next day. To use Pay By Computer, please visit us at www.americanexpress.com. **Finance Charges: Average Daily Balance (ADB) Method for Calculation of Finance Charges (FC):** We use the ADB Method to calculate FC on your Account. Under this method, we figure the FC on your Account by applying the Daily Periodic Rate (DPR) to the ADB (as described below) for each Feature (including current transactions). Different daily periodic rates may be applied to separate Feature balances. To get the ADB for each feature, we (1) take the beginning balance for each day (including unpaid FC from previous billing periods) (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. **For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the Feature.** This gives us the daily balance for the Feature for that day and the beginning balance for that Feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for the Feature for the billing period and divide the total by the number of days in the billing period. This gives us the ADB for the Feature. If you pay the New Balance on this statement by the next Closing Date, then you will avoid additional FC on features included in this New Balance. If you multiply the ADB for each Feature by the number of days in the billing period and the DPR for that Feature, the result will be the FC assessed on that Feature, except for variations caused by rounding. The total FC for the billing period is calculated by adding the FC assessed on all Features of the Account. **This method of calculating the ADB and FC results in daily compounding of FC. Transactions Made in Foreign Currencies:** If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, **in each instance increased by 2.7%.** This conversion rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use. **Billing Rights Summary: In Case of Errors or Questions About Your Bill:** If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the Customer Service address noted to the right. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at the number indicated on the front of this statement, but doing so will not preserve your rights. In your letter, give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your bill automatically from your checking or savings account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of the purchase.) **Credit Balance:** If a credit balance (designated CR) is shown on this statement, it represents money owed to you. If you do not make sufficient charges against the credit balance or request a refund, we will, within 30 days after expiration of the six-month period following the date of the first statement indicating the credit balance, issue a check to you for the credit balance if the amount is \$1.00 or more. **New York residents** may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

To Pay By Phone
1-800-472-9297Customer Service and
Lost or Stolen Card
1-800-525-3355
24 hours/7 daysCar Rental Loss and
Damage Insurance
1-800-338-1670Hearing Impaired
(9am-5pm EST)
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897**Large Print and Braille
Statements**
1-800-525-3355Travel Emergency and
Worldwide Personal
Assistance and Fine
Dining
1-800-345-AMEXPlatinum Card Travel
Service and Fine Hotels,
Resorts & Spas
1-800-443-7672By Invitation Only
1-800-321-RSVPamericanexpress.comCustomer Service
P.O. Box 981535
El Paso, TX
79998-1535Express Cash
P.O. Box 981531
El Paso, TX
79998-1531**Payments**
P.O. BOX 1270
NEWARK NJ
07101-1270**Change of Address**If correct on front
do not use

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name or Company Name changes, please call the Customer Service number on the back of your Card.
- If your address or phone number has changed to a FOREIGN ADDRESS OR PHONE, please call Customer Service.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and
Home PhoneArea Code and
Work Phone

Email (optional)

Please provide your
e-mail address to
receive important
account updates and
exclusive Cardmember
offers and benefits.You may visit the American Express Privacy Statement at
www.americanexpress.com/privacy for more details and to set your email preferences.

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-13004

Closing Date
04/23/10

Page 3 of 15

Redacted

Continued on reverse

AmEx 0051

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Page 4 of 15

Redacted

AMERICAN EXPRESS

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AmEx 0052

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXX-13004Closing Date
04/23/10

Page 5 of 15

Due in Full continued		** Foreign Currency conversion rate is base rate plus 2.7%. See page 2 for details.	Foreign Spending	Amount \$
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
	[REDACTED]			[REDACTED]
04/21/10	EXXONMOBIL 895224148LATHAM AUTO FUEL DISPENSER Description GAS/SERVICES			54.88
04/21/10	CVS 1292 01292 NISKAYUNA DRUG STORE/PHARMACY			50.85
04/22/10	SOUTHWEST AIRLINES DALLAS TX SOUTHWEST AIRLINES From: ALBANY NY To: BALTIMORE MD PITTSBURGH PA BALTIMORE MD ALBANY NY	Carrier: WN WN WN WN Date of Departure: 04/23	Class: Y Y Y Y	288.20
	Ticket Number: 52621960468110 Passenger Name: MCGINN/NANCY Document Type: PASSENGER TICKET			
04/22/10	PASTA PANE 650000004CLIFTON PARK 5185831142 TIP 12.00			80.50

Total of Due in Full Activity for TIMOTHY M MCGINN [REDACTED]

Due in Full Activity for NANCY E MCGINN [REDACTED]

Redacted

Continued on reverse

AmEx 0053

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Page 6 of 15

Due in Full continued

** Foreign Currency conversion rate
is based on the 2.7% fee. See page 2 for details.

Foreign Spending

Amount \$

Redacted

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXXX 3004

Closing Date
04/23/10

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Due in Full continued

** Foreign Currency conversion rate
is base rate plus 2.7%. See page 2 for details

Foreign Spending

Amount \$

Redacted

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TIMOTHY M MCGINN

Account Number
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Page 8 of 15

Due in Full continued

** Foreign Currency conversion rate
is base rate plus 2.7%. See page 2 for details.

Foreign Spending

Amount \$

Redacted

Continued on next page

AmEx 0056

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Closing Date
04/23/10

Page 9 of 15

Redacted

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AmEx 0057

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Page 10 of 15

Due in Full continued

** Foreign Currency conversion rate
is base rate plus 2.7%. See page 2 for details.

Foreign Spending

Amount \$

Redacted

Membership Rewards FirstSM **Monthly Statement and** **Program News**

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For questions about your Membership Rewards account, visit us at americanexpress.com/rewards or contact us at 1-800-297-1300

American Express
 Membership Rewards
 P.O. Box 297813
 Ft. Lauderdale, FL 33329-9785

Statement Period
March 1, 2010 - March 31, 2010
 Account activity after this period does not appear on this statement

MEMBERSHIP
rewards
 FIRSTSM

Prepared for
TIMOTHY M MCGINN
 Membership Rewards[®] Account Number
 [REDACTED] 905

Total Points Balance

650,363

Points Earned this Period are pending until charges are paid in full and all your accounts are in good standing. Points Earned this Period may include Bonus Points.

Points Earned this Period

9,802

Account Summary

Opening points balance	640,561
Points earned this period	+9,802
Points used this period	0
Reinstated points and adjustments	0
Total points balance	=650,363

Points Earned this Period

03/01/10 - 03/31/10

	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Platinum XXXX-XXXX-13004	3,035	0	3,035
Add'l Platinum [REDACTED]	0	0	0
Add'l Platinum [REDACTED]	4,778	0	4,778
Business Platinum [REDACTED]	1,006	0	1,006
Add'l Business Platinum [REDACTED]	983	0	983
Totals	9,802	0	9,802

Points used this period includes Redemptions and Transfers. Points earned may be used as long as all enrolled Card accounts are in good standing. Points used cannot be reversed back into your program account. **Forfeited points can be reinstated for a fee by calling the number provided below.** Eligible Card charges are outlined in the Membership Rewards program Terms & Conditions in your Program Guide. If you have questions, please visit www.americanexpress.com/rewards or call 1-800-297-1300. For international, call collect 305-816-2799.

Share Your Interests. Get Rewarded

MEMBERSHIP
rewards

Dining? Shopping? Travel? Entertainment? Share your interests, so we can send you relevant news and offers when available. Selecting your interests is easy and will allow us to enhance your Membership Rewards experience by showing you more of what you like.

Visit
americanexpress.com/interests

(MR Message 3851)

Visit americanexpress.com/interests

Terms and conditions of the Membership Rewards[®] program apply.

Save 11,700 Points on a Nikon 10.2 Megapixel Digital SLR Camera

Experience high-performance digital SLR photography with this Nikon Digital SLR Camera!

Features 10.2 megapixels and 3" LCD monitor. Includes 3x 18-55mm Zoom-NIKKOR VR Image Stabilization Lens and 2GB SD Memory Card.

Terms and conditions for the Membership Rewards[®] program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice. Additional Cards must be enrolled in the Membership Rewards program to earn Membership Rewards points on your Card Account.

Visit
membershiprewards.com or call
 1-800-AXP-EARN
 (297-3276) and
 redeem 96,600
 Membership Rewards[®]
 points for reward code
 RY6563.
 (MR Message 3910)

Nikon[®]

Continued on reverse

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0059

Prepared for
TIMOTHY M MCGINN
 Membership Rewards® Account Number
 [REDACTED]

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MEMBERSHIP
rewards
 FIRST™

Page 12 of 15

PRIORITY CLUB
 REWARDS

Transfer Membership Rewards® Points for Priority Club® Reward Nights

Transfer points to your linked Priority Club account for Reward Nights at more than 4,300 hotels worldwide including InterContinental® Hotels, Crowne Plaza®, Hotel Indigo®, Holiday Inn®, Holiday Inn Express®, Staybridge Suites® and Candlewood Suites®.

Reward Nights start at just 10,000 points.

Terms and conditions of the Membership Rewards First program apply. For more information, visit membershiprewards.com/terms. Taxes and fees may apply. Individual partner restrictions may apply. Participating partners and available rewards are subject to change without notice. All Priority Club Rewards Membership terms and conditions apply. Visit priorityclub.com for details.

To preview this reward and to redeem points, visit membershiprewards.com or call 1-800-AXP-EARN (297-3276).

(MR Message 3852)

SWISS
 +

Swiss
 International
 Air Lines

Redeem Membership Rewards® Points on SWISS!

Swiss International Air Lines is an award-winning airline that firmly believes in exceeding customer expectations by providing outstanding quality and making our passengers feel at home with nonstop service from Boston, Chicago, Los Angeles, Miami, New York, and starting June 2nd, San Francisco to Switzerland connecting to over 70 destinations worldwide.

Terms and conditions for the Membership Rewards program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

To preview this reward and to redeem points, visit membershiprewards.com or call 1-800-AXP-EARN (297-3276).

(MR Message 3854)

MEMBERSHIP
rewards

Share Your Interests. Get Rewarded

Dining? Shopping? Travel? Entertainment? Share your interests, so we can send you relevant news and offers when available. Selecting your interests is easy and will allow us to enhance your Membership Rewards experience by showing you more of what you like.

Visit americanexpress.com/interests

Terms and conditions of the Membership Rewards® program apply.

Visit americanexpress.com/interests

(MR Message 3851)

Nikon

Save 11,700 Points on a Nikon 10.2 Megapixel Digital SLR Camera

Experience high-performance digital SLR photography with this Nikon Digital SLR Camera!

Features 10.2 megapixels and 3" LCD monitor. Includes 3x 18-55mm Zoom-NIKKOR VR Image Stabilization Lens and 2GB SD Memory Card.

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice. Additional Cards must be enrolled in the Membership Rewards program to earn Membership Rewards points on your Card Account.

Visit membershiprewards.com or call 1-800-AXP-EARN (297-3276) and redeem 96,600 Membership Rewards® points for reward code RY6563. (MR Message 3910)

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0060

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXXX 3004

Closing Date
04/23/10

Page 13 of 15



Your Platinum Card® can do some truly remarkable things.



And so can we.

We're your Platinum Card Team and we talk to Cardmembers like you every day. We hear you. We help you. And now, we're trying something new. We're sharing what we know so that you can get the most from your Membership. Don't miss out — let us show you the quicker, smarter way to unlock the full potential of your Platinum Card. Visit us at americanexpress.com/unlockplatinum.

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0061

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXX-XXXX-3004

Page 14 of 15

**Platinum Card®
Statement of Account****Notice of Change to Your Policy**

We are making **Important Changes** to your insurance policies ("Policies") underwritten by AMEX Assurance Company.

This change becomes effective on the date indicated below, whether or not you receive a billing statement. This Notice formally amends your Policies, and any contrary or conflicting language in those Policies is replaced fully and completely. All terms of the Policies not amended herein remain in full force and effect.

This is an important Notice of changes to your Policies. You should carefully review these changes, share them with any Additional Cardmembers on your Account, and then keep this Notice for future reference. If you have questions regarding this Notice, please call the telephone number listed on the back of your American Express Card.

AMEX Assurance Company Address Change

Certificate(s) or policy(ies) issued to you by the Underwriter AMEX Assurance Company have been amended. The Administrative Office of AMEX Assurance Company has relocated and we are informing you of that change. Accordingly, your certificate or policy has been amended with the following address change effective May 26, 2009.

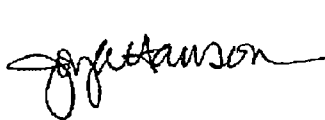
**AMEX Assurance Company
Administrative Office Phoenix, Arizona
Administrative Office Address Change Endorsement**

Effective May 26, 2009, your certificate or policy is amended to reflect that AMEX Assurance Company's Administrative Office has changed to:

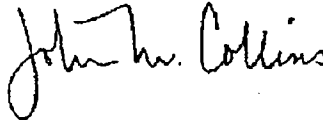
MC: 180219
19640 N. 31st Avenue
Phoenix, AZ 85027

P.O. Box 53701
Phoenix, AZ 85072-9872

All other terms of your certificate or policy remain unchanged.



Joy A. Hanson
President
AMEX Assurance Company



John M. Collins
Secretary
AMEX Assurance Company

IMPORTANT: This endorsement becomes a part of your certificate or policy. It should be attached to and kept with your certificate or policy.
MG-ADCHG-END1 06/09

SAA40

BP/NYAACEN/0410

AmEx 0062

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXX-3004Closing Date
04/23/10

Page 15 of 15

**Platinum Card®
Statement of Account****Notice of Changes to Your Membership Rewards Program Account**

Effective July 1, 2010, Southwest Airlines will no longer be a point transfer partner in the Membership Rewards program. Any Membership Rewards point transfers or redemptions for the Southwest Rapid Rewards program must be made by June 30, 2010. These transfers or redemptions will be considered final, non-refundable, and subject to the Southwest Rapid Rewards program terms and conditions.

You will still be able to redeem points for flights using Membership Rewards® Pay with Points. With Pay with Points, you can fly any airline without seat restrictions or blackout dates, and can pay for all or part of your trip with points. You can also transfer points into over 20 frequent flyer and guest programs, or redeem points toward our airline and hotel travel certificate partners.

To transfer points to a participating frequent flyer program or to use Pay with Points, please visit membershiprewards.com/travel. Please remember to make any final point transfers or redemptions for the Southwest Rapid Rewards program by June 30, 2010.

S0240

BP/MU/MR02/0410

AmEx 0063

DUPLICATE COPY

**Platinum Card®
Statement of Account**

662,809
Membership Rewards®
Points Available
at 05/25/10, when charges due are paid in full and all accounts are in good standing.

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-33004

Closing Date
05/25/10

Page 1 of 7

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
10,910.24	0.00	+433.87	11,344.11

Please Pay By
06/09/10

Amount Due
Includes:
Past due amount
\$10,910.24

Please refer to page 3
for important information
regarding your account

Your account is past due. Pay the past due amount immediately.

To manage your card account online or to pay your bill, please visit us at www.americanexpress.com. For general servicing or additional contact information, please see the reverse side of this page or call the number on the back of your card.



The Exclusive Resorts benefit offering discounts to the membership fee and dues has been discontinued. Please note that Exclusive Resorts continues to proudly accept the American Express® Card. You may contact American Express member services at the number on the back of your Card if you have any questions.

Activity * Indicates posting date		Amount \$
Total of Payment Activity		0.00
Due in Full Activity for TIMOTHY M MCGINN		Amount \$
Card XXXX-XXXX-33004		
04/24/10	SUNOCO 0363967101 CRAFTON AUTO FUEL DISPENSER	55.87
04/24/10	RITE AID 1094 RITE APITTSBURGH DRUG STORE/PHARMACY	7.92
04/25/10	ALBANY COUNTY AIRPORALBANY PARKING LOT & GARAGE	27.00
04/27/10	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	1.07
Total of Due in Full Activity for TIMOTHY M MCGINN		91.86

↓ Please fold on the perforation below, detach and return with your payment ↓

Do not staple or use paper clips

Payment Coupon

Account Number
XXXX-XXXX-33004

Please Pay By:
06/09/10

Continued on Page 3

To Pay by Computer, visit:
americanexpress.com/pbc

Enter account number on
all documents.
Make check payable to
American Express.

Amount Due
\$11,344.11

See Finance Charges
section on reverse side for
a description of when
additional Finance
Charges are not assessed
on Features.

Check here if address or
phone number has
changed. Note changes on
reverse side.



Mail Payment to:

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

0000349991374914810 001134411001134411 21 H

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXXXX 3004

Page 2 of 7

Payments: Payments received after 5:00 p.m. may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made with a single check or draft drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method payable in US dollars and clearable through the US banking system. Your Account number must be included on all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your payment into US dollars, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval. **Authorization for Electronic Debit:** We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to your bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against your bank or asset account for the amount of the check. **Authorization for Electronic Payments:** By using the American Express Pay By Computer, Pay By Phone or any other American Express electronic payment service, you will be authorizing American Express to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 8:00 p.m. MST may not be credited until the next day. To use Pay By Computer, please visit us at www.americanexpress.com. **Finance Charges: Average Daily Balance (ADB) Method for Calculation of Finance Charges (FC):** We use the ADB Method to calculate FC on your Account. Under this method, we figure the FC on your Account by applying the Daily Periodic Rate (DPR) to the ADB (as described below) for each Feature (including current transactions). Different daily periodic rates may be applied to separate Feature balances. To get the ADB for each feature, we (1) take the beginning balance for each day (including unpaid FC from previous billing periods) (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. **For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the Feature.** This gives us the daily balance for the Feature for that day and the beginning balance for that Feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for the Feature for the billing period and divide the total by the number of days in the billing period. This gives us the ADB for the Feature. If you pay the New Balance on this statement by the next Closing Date, then you will avoid additional FC on features included in this New Balance. If you multiply the ADB for each Feature by the number of days in the billing period and the DPR for that Feature, the result will be the FC assessed on that Feature, except for variations caused by rounding. The total FC for the billing period is calculated by adding the FC assessed on all Features of the Account. **This method of calculating the ADB and FC results in daily compounding of FC. Transactions Made in Foreign Currencies:** If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.7%. This conversion rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use. **Billing Rights Summary: In Case of Errors or Questions About Your Bill:** If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the Customer Service address noted to the right. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at the number indicated on the front of this statement, but doing so will not preserve your rights. In your letter, give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your bill automatically from your checking or savings account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of the purchase.) **Credit Balance:** If a credit balance (designated CR) is shown on this statement, it represents money owed to you. If you do not make sufficient charges against the credit balance or request a refund, we will, within 30 days after expiration of the six-month period following the date of the first statement indicating the credit balance, issue a check to you for the credit balance if the amount is \$1.00 or more. **New York residents** may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

To Pay By Phone
1-800-472-9297Customer Service and
Lost or Stolen Card
1-800-525-3355
24 hours/7 daysCar Rental Loss and
Damage Insurance
1-800-338-1670Hearing Impaired
(9am-5pm EST)
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897Large Print and Braille
Statements
1-800-525-3355Travel Emergency and
Worldwide Personal
Assistance and Fine
Dining
1-800-345-AMEXPlatinum Card Travel
Service and Fine Hotels,
Resorts & Spas
1-800-443-7672By Invitation Only
1-800-321-RSVP

americanexpress.com

Customer Service
P.O. Box 981535
El Paso, TX
79998-1535Express Cash
P.O. Box 981531
El Paso, TX
79998-1531Payments
P.O. BOX 1270
NEWARK NJ
07101-1270**Change of Address**If correct on front
do not use

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name and Company Name changes, please call the Customer Service number on the back of your Card.
- If your address or phone number has changed to a FOREIGN ADDRESS OR PHONE, please call Customer Service.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and
Home PhoneArea Code and
Work Phone

Email (optional)

Please provide your
e-mail address to
receive important
account updates and
exclusive Cardmember
offers and benefits.You may visit the American Express Privacy Statement at
www.americanexpress.com/privacy for more details and to set your email preferences.

AmEx 0065

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Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Closing Date
05/25/10

Page 3 of 7

Redacted

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-XXXX-3004

Page 4 of 7

Membership Rewards First[™] Monthly Statement and Program News

Page 5 of 7

For questions about your
Membership Rewards account,
visit us at
**americanexpress.com/
rewards**
or contact us at 1-800-297-1300

American Express
Membership Rewards
P.O. Box 297813
Ft. Lauderdale, FL 33329-9785

Statement Period
April 1, 2010 - April 30, 2010
Account activity after this period does not appear on this statement

Prepared for
TIMOTHY M MCGINN
Membership Rewards[®] Account Number
[REDACTED]

Total Points Balance

662,809

Points Earned this Period

12,446

Points Earned this Period are
pending until charges are paid in
full and all your accounts are in
good standing. Points Earned this
Period may include Bonus Points.

Account Summary

Opening points balance	650,363
Points earned this period	+12,446
Points used this period	0
Reinstated points and adjustments	0
Total points balance	=662,809

Points Earned this Period

04/01/10 - 04/30/10

	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Platinum XXXX-XXXX-XXXX-3004	4,095	0	4,095
Add'l Platinum [REDACTED]	0	0	0
Add'l Platinum [REDACTED]	6,737	0	6,737
Business Platinum [REDACTED]	386	0	386
Add'l Business Platinum [REDACTED]	1,228	0	1,228
Totals	12,446	0	12,446

Points used this period includes Redemptions and Transfers. Points earned may be used as long as all enrolled Card accounts are in good standing. Points used cannot be reversed back into your program account. **Forfeited points can be reinstated for a fee by calling the number provided below.** Eligible Card charges are outlined in the Membership Rewards program Terms & Conditions in your Program Guide. If you have questions, please visit www.americanexpress.com/rewards or call 1-800-297-1300. For international, call collect 305-816-2799.

Spring into Rewards and Save!

**SPRING INTO
REWARDS**
[ONLINE BETWEEN MAY 1 AND JUNE 30, 2010]

This spring save on select rewards when you use
Membership Rewards[®] points between May 1 and June 30,
2010.

Claim your reward online at:
membershiprewards.com/myrewards

Offers valid for solicited U.S. Membership Rewards program enrollees only. Offers must be redeemed online between 5/1/2010 and 6/30/2010, are not transferable or combinable with other offers, and may be altered and/or terminated at any time without notice. All Card accounts linked to an enrollee's program account must be active and not in default at the time of point redemption. Individual terms, conditions and restrictions apply to each offer. Visit membershiprewards.com/myrewards for all offer details. Terms and conditions for the Membership Rewards program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information.

Big Brands. Big
Selection. Big Sale.

Visit
**membershiprewards.
com/myrewards** to use
points and save.

(MR Message 3928)

Shop AmericanaManhasset.com and Earn Double Points on All Purchases Through 12/31/2010

Shop AmericanaManhasset.com's exclusive, hand-picked selection of hip and luxurious items from HIRSHLEIFER'S, a one-of-a-kind boutique featuring a remarkable collection of European and American couture clothing and accessories from designers including Balenciaga, Mark Davis, Lucien Pellat-Finet, Aurora Lopez, and more!

Shop online!
**www.Americana
Manhasset.com**

(MR Bonus ID 8444)

Offer valid 01/01/09 - 12/31/10 on all purchases at www.AmericanaManhasset.com. To be eligible to earn bonus points, you must be enrolled in the Membership Rewards[®] program at the time of purchase and you must charge your purchase on an eligible, enrolled American Express[®] Card. Bonus points will be credited to your Membership Rewards account within 6-8 weeks after charges appear on your billing statement. Individual terms and conditions, as well as annual Program fees, apply for certain Card products. For more information on the Membership Rewards program, visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). Bonus ID: 8444.

AMERICANA
MANHASSET

Continued on reverse

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0068

Prepared for
TIMOTHY M MCGINN
 Membership Rewards® Account Number
 [REDACTED]

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MEMBERSHIP
rewards
 FIRST™

Page 6 of 7



Get a \$100 Callaway Golf® Gift Card When You Redeem for a Callaway Golf uPro GPS

The uPro uses state-of-the art technology with GPS, aerial and satellite photography of thousands of golf courses. The uPro's 2.2 inch color screen displays golf course hazards, multiple viewpoints of the fairway, and accurately generates distance markers. With no additional drivers or software to install and easy-to-use features, the uPro is the perfect tool to improve your golf game. Redeem NOW and get a \$100 Callaway Golf gift card that can be redeemed online at www.callawaygolf.com!

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

Visit membershiprewards.com or call 1-800-AXP-EARN (297-3276) and redeem 55,500 points with reward code **LINK825**.

(MR Message 3938)

Mandarin Oriental Welcomes You



Whether you're longing for the indulgence of a beachside retreat, the bustle of a major metropolis, or the relaxation of a world-class spa, Mandarin Oriental's acclaimed collection of luxury hotels awaits you. Perfectly located in the world's most prestigious destinations, Mandarin Oriental's 25 hotels and resorts welcome you with legendary service and exquisite facilities, steeped in the values of the orient. Redeem Membership Rewards® points for a one-night stay, starting at 25,000 points.

Terms and conditions for the Membership Rewards® First program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

Visit FirstCollection.com for more information about Mandarin Oriental's rewards in the Membership Rewards program.

(MR Message 3927)

Asia de Cuba, China Grill...Redeem Points for a China Grill Gift Card!



World-class chefs, spectacular décor and the highest standards of service...China Grill Management's original, critically acclaimed and wildly popular dining hotspots like Blue Door at Delano, Asia de Cuba, China Grill and Red Square are in major cities across the globe--New York, Las Vegas, Miami, Chicago, Los Angeles, San Francisco...and more! Visit www.chinagrillmgt.com for more information on restaurants and locations.

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

To start redeeming today, log on to membershiprewards.com or call 1-800-AXP-EARN (297-3276).

(MR Message 3935)

The Gift of Red Door Spas...Now Easier Than Ever!



Relax the body, renew the spirit, and refresh the mind for a total sense of well being that can only be from Elizabeth Arden Red Door Spas. Treat yourself or someone special. Redeem for \$50 or \$100 gift cards, or enjoy the new eGift Cards, delivered almost instantly to your printer. Gift cards and eGift Cards may be used at any of 30 day spa and resort locations nationwide. See spa service listings and locations at www.reddoorspas.com

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

To start redeeming today, log on to membershiprewards.com or call 1-800-AXP-EARN (297-3276).

(MR Message 3933)

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0069

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Closing Date
05/25/10

Page 7 of 7



GO ONLINE TO GET MORE OUT OF YOUR STATEMENT

Use the tools of your Online Statement to manage your spending easily.



- View up to 24 months of account activity
- Create customized reports and download them to your computer
- Tag purchases or quickly sort and graph account data

Visit americanexpress.com/estatementinfo
to learn more

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0070

DUPLICATE COPY

**Platinum Card®
Statement of Account**

663,599
Membership Rewards®
Points Available
 at 06/24/10, when charges due are paid in full and all accounts are in good standing

Prepared For
 TIMOTHY M MCGINN

Account Number
 XXXX-XXXX-33004

Closing Date
 06/24/10

Page 1 of 6

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
11,344.11	0.00	+374.18	11,718.29

Please Pay By
07/09/10

Amount Due
Includes:
 Past due amount
 \$11,344.11

Please refer to page 3
 for important information
 regarding your account

Your account is past due. Pay the past due amount **immediately**.

To manage your card account online or to pay your bill, please visit us at www.americanexpress.com. For general servicing or additional contact information, please see the reverse side of this page or call the number on the back of your card.

MEMBERSHIP rewards® Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at americanexpress.com/rewards or call 1-800-AXP-EARN (297-3276) for more information or to reinstate points. There is a \$29.00 fee for each month of points you want to reinstate.

Activity	* Indicates posting date	Amount \$
Total of Payment Activity		0.00
Due in Full Activity for TIMOTHY M MCGINN		Amount \$
Card XXXX-XXXX-33004		
06/14/10 50 Day Late Payment Fee		35.00
06/24/10 60 Day Late Payment Fee		339.18
Total Due in Full Activity		374.18

↓ Please fold on the perforation below, detach and return with your payment ↓

Do not staple or use paper clips

Payment Coupon

Account Number
 XXXX-XXXX-33004



TIMOTHY M MCGINN
 99 PINE ST
 ALBANY NY 12207-2776

Mail Payment to:

AMERICAN EXPRESS
 P.O. BOX 1270
 NEWARK NJ 07101-1270

Continued on Page 3

Please Pay By:
07/09/10

To Pay by Computer, visit:
americanexpress.com/pbc.

Enter account number on all documents.
 Make check payable to American Express.

Amount Due
\$11,718.29

See Finance Charges section on reverse side for a description of when additional Finance Charges are not assessed on Features.

Check here if address or phone number has changed. Note changes on reverse side.



0000349991374914810 001171829001171829 21 H

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINNAccount Number
XXXX-XXXXXX 3004

Page 2 of 6

Payments: Payments received after 5:00 p.m. may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made with a single check or draft drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method payable in US dollars and clearable through the US banking system. Your Account number must be included on all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your payment into US dollars, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval. **Authorization for Electronic Debit:** We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to your bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against your bank or asset account for the amount of the check. **Authorization for Electronic Payments:** By using the American Express Pay By Computer, Pay By Phone or any other American Express electronic payment service, you will be authorizing American Express to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 8:00 p.m. MST may not be credited until the next day. To use Pay By Computer, please visit us at www.americanexpress.com. **Finance Charges: Average Daily Balance (ADB) Method for Calculation of Finance Charges (FC):** We use the ADB Method to calculate FC on your Account. Under this method, we figure the FC on your Account by applying the Daily Periodic Rate (DPR) to the ADB (as described below) for each Feature (including current transactions). Different daily periodic rates may be applied to separate Feature balances. To get the ADB for each feature, we (1) take the beginning balance for each day (including unpaid FC from previous billing periods) (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. **For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the Feature.** This gives us the daily balance for the Feature for that day and the beginning balance for that Feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for the Feature for the billing period and divide the total by the number of days in the billing period. This gives us the ADB for the Feature. If you pay the New Balance on this statement by the next Closing Date, then you will avoid additional FC on features included in this New Balance. If you multiply the ADB for each Feature by the number of days in the billing period and the DPR for that Feature, the result will be the FC assessed on that Feature, except for variations caused by rounding. The total FC for the billing period is calculated by adding the FC assessed on all Features of the Account. **This method of calculating the ADB and FC results in daily compounding of FC. Transactions Made in Foreign Currencies:** If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.7%. This conversion rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use. **Billing Rights Summary: In Case of Errors or Questions About Your Bill:** If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the Customer Service address noted to the right. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at the number indicated on the front of this statement, but doing so will not preserve your rights. In your letter, give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your bill automatically from your checking or savings account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of the purchase.) **Credit Balance:** If a credit balance (designated CR) is shown on this statement, it represents money owed to you. If you do not make sufficient charges against the credit balance or request a refund, we will, within 30 days after expiration of the six-month period following the date of the first statement indicating the credit balance, issue a check to you for the credit balance if the amount is \$1.00 or more. **New York residents** may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

To Pay By Phone
1-800-472-9297Customer Service and
Lost or Stolen Card
1-800-525-3355
24 hours/7 daysCar Rental Loss and
Damage Insurance
1-800-338-1670Hearing Impaired
(9am-5pm EST)
TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897Large Print and Braille
Statements
1-800-525-3355Travel Emergency and
Worldwide Personal
Assistance and Fine
Dining
1-800-345-AMEXPlatinum Card Travel
Service and Fine Hotels,
Resorts & Spas
1-800-443-7672By Invitation Only
1-800-321-RSVPamericanexpress.comCustomer Service
P.O. Box 981535
El Paso, TX
79998-1535Express Cash
P.O. Box 981531
El Paso, TX
79998-1531Payments
P.O. BOX 1270
NEWARK NJ
07101-1270**Change of Address**If correct on front
do not use

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name or Company Name changes, please call the Customer Service number on the back of your Card.
- If your address or phone number has changed to a FOREIGN ADDRESS OR PHONE, please call Customer Service.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and
Home PhoneArea Code and
Work Phone

Email (optional)

Please provide your
e-mail address to
receive important
account updates and
exclusive Cardmember
offers and benefits.You may visit the American Express Privacy Statement at
www.americanexpress.com/privacy for more details and to set your email preferences.

AmEx 0072

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-3004

Closing Date
06/24/10

Page 3 of 6

Important Notice

Information on Flexible Payment Features

You may have access to one or more Flexible Payment Features as part of your Card account. The current Annual Percentage Rates (APRs) and Daily Periodic Rates (DPRs) for the Flexible Payment Features are as follows:

For Sign & Travel®, the APR is 15.24%, the DPR is 0.0417%

Sign & Travel, the APR is 15.24%, the DPR is 0.0417%

Please refer to page 2
for further important
information regarding
your account

DUPLICATE COPY

Prepared For
TIMOTHY M MCGINN

Account Number
XXXX-XXXX-XXXX-3004

Page 4 of 6

Membership Rewards First™ Monthly Statement and Program News

Page 5 of 6

For questions about your
Membership Rewards account,
visit us at
**americanexpress.com/
rewards**
or contact us at 1-800-297-1300

American Express
Membership Rewards
P.O. Box 297813
Ft. Lauderdale, FL 33329-9785

Statement Period
May 1, 2010 - May 31, 2010
Account activity after this period does not appear on this statement

Prepared for
TIMOTHY M MCGINN
Membership Rewards® Account Number
[REDACTED]

Total Points Balance

663,599

Points Earned this Period are
pending until charges are paid in
full and all your accounts are in
good standing. Points Earned this
Period may include Bonus Points.

Points Earned this Period

790**Account Summary**

Opening points balance	662,809
Points earned this period	+790
Points used this period	0
Reinstated points and adjustments	0
Total points balance	=663,599

Points Earned this Period

05/01/10 - 05/31/10

	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Platinum XXXX-XXXX-1004	92	0	92
Add'l Platinum [REDACTED]	0	0	0
Add'l Platinum [REDACTED]	342	0	342
Business Platinum [REDACTED]	0	0	0
Add'l Business Platinum [REDACTED]	356	0	356
Totals	790	0	790

Points used this period includes Redemptions and Transfers. Points earned may be used as long as all enrolled Card accounts are in good standing. Points used cannot be reversed back into your program account. **Forfeited points can be reinstated for a fee by calling the number provided below.** Eligible Card charges are outlined in the Membership Rewards program Terms & Conditions in your Program Guide. If you have questions, please visit www.americanexpress.com/rewards or call 1-800-297-1300. For international, call collect 305-816-2799.

Save 11% on a Canon 12.1 Megapixel Digital Camera with 5x Optical Zoom

This camera is a show off, with the looks and smarts that make you want to carry it out in the open for everyone to see. Features a 3" wide touch panel PureColor System LCD, Active Display for quickly switching between images during playback with a shake of the camera, ultra-wide 24mm lens, Optical Image Stabilizer, and 720p HD movie shooting capability. Includes 2GB SD memory card, battery, charger, wrist strap, USB/AV cables, and CD-ROM. Save 6,700 points when you redeem now!

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

Visit
membershiprewards.com or call
1-800-AXP-EARN
(297-3276) and redeem
53,500 points for reward
code RY6484.

(MR Message 3969)

Receive a \$50 TaylorMade Gift Card with Redemption!

TaylorMade's most forgiving iron ever is engineered to help slower swingers launch the ball higher and carry it longer. The iron is ultra-forgiving on every type of off-center hit and the wide beveled sole offers great playability while establishing a low CG. The generous offset helps straighten a slide and promote a distance-enhancing draw, and the low-profile long-iron design makes it easy to launch on a high, long, soft-landing flight. Redeem now and receive a \$50 TaylorMade gift card!

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice.

Visit
membershiprewards.com or call
1-800-AXP-EARN
(297-3276) and redeem
75,900 points for reward
code PAMC213.

(MR Message 3970)

Continued on reverse

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0075

Prepared for
TIMOTHY M MCGINN
 Membership Rewards® Account Number
 [REDACTED]

DUPLICATE COPY

MEMBERSHIP
rewards
 FIRST

Page 6 of 6

Fall for You

**BERGDORF
 GOODMAN**

The season's best looks have begun to arrive, and Bergdorf Goodman invites you to check out the trends from some of the world's top designers. Sharp shoulders, laser-cut leather leggings, and short skirts paired with over-the-knee boots give fashion its rock 'n' roll edge, while touches of neon add a jolt of color to an otherwise neutral palette. Visit the Bergdorf Goodman store or BergdorfGoodman.com for a close-up of the latest and greatest for fall.

To start redeeming today, log on to membershiprewards.com or call **1-800-AXP-EARN (297-3276)**.

(MR Message 3987)

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

Indulge in a Ritz-Carlton Vacation - Lasting Memories Are Easy to Find

THE RITZ-CARLTON®

Jump into exciting outdoor adventures at any of our resorts or explore the unique sites at our city locations worldwide. Choose your favorite backdrop to create memories that will live in your heart forever.

Choose two awards, that can be used at over 70 hotels worldwide. Each award includes accommodations, room-related taxes and breakfast for two the following morning.

Terms and conditions of the Membership Rewards® First program apply. For more information, visit membershiprewards.com/terms. Participating partners and available rewards are subject to change without notice.

To preview this reward and to redeem points, visit membershiprewards.com or call **1-800-AXP-EARN (297-3276)**.

(MR Message 3976)

Redeem Membership Rewards® Points for Roy's Hawaiian Fusion Cuisine Gift Cards

Roy's.
hawaiian
fusion cuisine

Why just go out for dinner, when you can go out further at Roy's? At Roy's, you can expect something more. Experience Roy Yamaguchi's signature style of Hawaiian Fusion Cuisine—an unexpected blend of bold Asian spices and European sauces. From the decadent Roy's Classic Roasted Macadamia Nut Crusted Mahi Mahi to the signature Roy's Melting Hot Chocolate Souffle, a meal at Roy's is anything but ordinary. It's your night out. Ask a little more of it.

Terms and conditions for the Membership Rewards program apply. Visit membershiprewards.com/terms or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

Redeem points good toward your dining experience at Roy's. To start redeeming today, log on to membershiprewards.com or call **1-800-AXP-EARN (297-3276)**. (MR Message 3989)

Transfer Points to Iberia Airlines

IBERIA
Plus

Iberia Plus is the program designed by Iberia to reward its best customers with flights and exclusive benefits. Plus, in its simplest form, just by flying with Iberia or using the services of companies associated with the Program, Iberia Plus customers collect points which can be exchanged for flights.

Terms and conditions for the Membership Rewards® program apply. Visit membershiprewards.com/terms or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

To preview this reward and to redeem points, visit membershiprewards.com or call **1-800-AXP-EARN (297-3276)**. (MR Message 3971)

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

AmEx 0076

Exhibit 2

05/28/10 \$38845.02 \$1390.28

SITE:SD-CI TM:LG-8200 ACID:SDCS080
07/07/10 21:13:29:

PAY DUE DATE NEW BALANCE MIN AMT DUE

TIMOTHY M MCGINN
99 PINE ST
ALBANY
12207-2776000

NY

CITI CARDS
PO BOX 183051
COLUMBUS, OH
43218-3051Citi® Platinum Select® / AAdvantage®
World Elite® MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number: [REDACTED] 0563
www.citicards.comCustomer Service: 1-888-766-CITI(2484)
BOX 6062 SIOUX FALLS, SD 57117

Summary of Account Activity

Previous Balance	\$40,692.90
Payments	-\$4,000.00
Other Credits	-\$0.00
Purchases	+\$1,149.84
Balance Transfers	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$1,002.28
New Balance	\$38,845.02
Past Due Amount	\$0.00
Amt. Over Rev. Cr. Lt.	\$0.00

Revolving Credit Limit	\$40,000
Avail. Revolving Credit	\$1,154
Cash Advance Limit	\$24,000
Available Cash Limit	\$1,154
Statement Closing Date	05/04/2010
Days in Billing Cycle	32

Payment Information

Payment must be received by 5:00 PM
local time on the payment due date.

New Balance	\$38,845.02
Minimum Payment Due	\$1,390.28
Payment Due Date	05/28/2010

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	39 year(s)	\$132,700
\$1,648	3 year(s)	\$59,357 (Savings= \$73,343)

If you would like information about credit counseling services, call 1-877-337-8187.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
-----------	-----------	------------------	-------------------------------	--------

Redacted

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*** AMERICAN AIRLINES AADVANTAGE(R) MILES UPDATE ***
      AAdvantage(R) Miles - Accumulated
                                this month:      1,150
AAdvantage(R) Miles - American Airlines
      travel purchases this month:      0

```

Citi 0012

TIMOTHY M MCGINN

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
-----------	-----------	------------------	-------------------------------	--------

Rate Summary	Balance Subject to Interest Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$38,122.42	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	\$0.00	0.08216%(D)	29.990%	29.990%

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

436

Citi 0013

06/28/10 \$38322.67 \$1328.72
 PMT DUE DATE NEW BALANCE MIN AMT DUE

SITE:SD-CI TM:LG-8200 ACID:SDCS080
 07/07/10 21:13:29:

TIMOTHY M MCGINN
 99 PINE ST
 ALBANY
 12207-2776000

NY

CITI CARDS
 PO BOX 183051
 COLUMBUS, OH
 43218-3051

Citi® Platinum Select® / AAdvantage® World Elite® MasterCard®



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number: [REDACTED] 0563
 www.citicards.com

Customer Service: 1-888-766-CITI(2484)
 BOX 6062 SIOUX FALLS, SD 57117

Summary of Account Activity

Previous Balance	\$38,845.02
Payments	-\$2,785.98
Other Credits	-\$0.00
Purchases	+\$1,317.91
Balance Transfers	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$945.72

New Balance	\$38,322.67
Past Due Amount	\$0.00
Amt. Over Rev. Cr. Lt.	\$0.00

Revolving Credit Limit	\$40,000
Avail. Revolving Credit	\$1,677
Cash Advance Limit	\$24,000
Available Cash Limit	\$1,677
Statement Closing Date	06/02/2010
Days in Billing Cycle	29

Payment Information

Payment must be received by 5:00 PM
 local time on the payment due date.

New Balance	\$38,322.67
Minimum Payment Due	\$1,328.72
Payment Due Date	06/28/2010

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	39 year(s)	\$131,037
\$1,626	3 year(s)	\$58,559 (Savings= \$72,478)

If you would like information about credit counseling services, call 1-877-337-8187.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/27	83502017	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0000	-2,785.98 00000000000
5/04	5/05	2LCHYK00	Standard Purch LOWES #01612* SCHENECTADY NY	355.29
			61 A5200USA 2222	55432860124
5/04	5/05	PFLDZ9KP	RAIZADA MART SCHENECTADY NY	2.86
			61 D5542USA 2222	85130980125
5/05	5/05	M5Y200Z2	CONCORD POOLS LATH LATHAM NY	247.55
			61 A5996USA 2222	25536060126
5/05	5/05	NJG3XG*7	CVS PHARMACY #1292 Q03 NISKAYUNA NY	21.26
			61 A5912USA 2222	05436840126
5/06	5/06	*M8MMWD3	ALBANY MEDICAL CENTER ALBANY NY	30.00
			61 A8099USA 2222	85418360126
5/06	5/06	097MHSB7	CVS PHARMACY #1292 Q03 NISKAYUNA NY	5.93
			61 A5912USA 2222	05436840127
5/06	5/06	9B7MHSB7	CVS PHARMACY #1292 Q03 NISKAYUNA NY	30.00
			61 A5912USA 2222	05436840127
5/07	5/07	P7B2T7D7	CVS PHARMACY #1292 Q03 NISKAYUNA NY	2.96
			61 A5912USA 2222	05436840128
5/08	5/08	3QRJ23T3	LAGIOIA ITALIAN DELI SCHENECTADY NY	8.39
			61 A5812USA 2222	25486750129
5/08	5/08	VX94K66S	NISKAYUNA WINES&LIQUOR SCHENECTADY NY	41.02
			61 A5921USA 2222	85500590129
5/09	5/09	YRPQH10B	EXXONMOBIL 97381396 LATHAM NY	29.87
			61 D5542USA 2222	05486800130
5/10	5/10	77VG3T00	SUNOCO SVC STATION NISKAYUNA NY	35.10
			61 D5542USA 2222	55432860131

TIMOTHY M MCGINN

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/10	5/10	7WSFBNB4	PRICE CHOPPER #191 SCENECTADY NY	180.34
			61 A5411USA 2222	55453260131
5/11	5/11	TPY*X3J7	RUBY TUESDAY #4971 CLIFTON PARK NY	21.63
			61 A5812USA 2222	05436840132
5/12	5/12	ZSPW1YZ2	NISKAYUNA CO-OP NISKAYUNA NY	12.89
			61 A5411USA 2222	25536060133
5/13	5/13	*TYXSY13	STAPLES 00104521 LATHAM NY	60.47
			61 A5943USA 2222	05410190134
5/18	5/18	MGWV6DV7	CVS PHARMACY #1292 Q03 NISKAYUNA NY	50.53
			61 A5912USA 2222	05436840139
5/30	5/30	DRBYXL00	AOL* SERVICE 800-827-6364 NY	25.90
			61 A4816USA 2222	55432860150
5/31	5/31	PGNBH10B	EXXONMOBIL 97362735 SCENECTADY NY	47.82
			61 D5542USA 2222	05486800152
5/31	5/31	MTGJR7ML	HESS 21329 Q38 NORTH BELLING MA	42.28
			61 D5542USA 2222	05140480152
5/31	5/31	B67GFNGW	LIBERTY HILL INN YARMOUTHPORT MA	65.82
			61 B7011USA 2222	85207000152
			PHONE NUMBER: 5083623976	
			FOLIO NUMBER: 11	
			ARRIVE: 05/31/10 DEPART: 06/02/10	
			Fees	
			TOTAL FEES FOR THIS PERIOD	0.00
			Interest Charged	
			PURCHASES*INTEREST CHARGE*PERIODIC RATE	
			84 0000	945.72
			TOTAL INTEREST FOR THIS PERIOD	945.72
	6/02			0000000000

*** AMERICAN AIRLINES AADVANTAGE(R) MILES UPDATE ***

AAdvantage(R) Miles - Accumulated
 this month: 1,318
 AAdvantage(R) Miles - American Airlines
 travel purchases this month: 0

Remember, with a no pre-set spending limit you MUST PAY IN FULL any charges over the revolving credit line indicated.

Check out these tips for healthy credit. 1. Pay your bills on time -- it's a major factor in your credit score. 2. Pay in full -- it helps you avoid interest and improve your score. 3. Use credit wisely -- monitor your spending and credit score. Make a payment today!

Rate Summary	Balance Subject to Interest Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$39,692.24	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	\$0.00	0.08216%(D)	29.990%	29.990%

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

437

Citi 0015

07/28/10 \$39286.75 \$1373.68
 PAY DUE DATE NEW BALANCE MIN AMT DUE

SITE:SD-CI TM:LG-8200 ACID:SDCS080
 07/07/10 21:13:29:

TIMOTHY M MCGINN
 99 PINE ST
 ALBANY
 12207-2776000

NY

CITI CARDS
 PO BOX 183051
 COLUMBUS, OH
 43218-3051

Citi® Platinum Select® / AAdvantage® World Elite® MasterCard®



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number: [REDACTED] 0563
 www.citicards.com

Customer Service: 1-888-766-CITI(2484)
 BOX 6062 SIOUX FALLS, SD 57117

Summary of Account Activity

Previous Balance	\$38,322.67
Payments	-\$2,250.59
Other Credits	-\$115.82
Purchases	+\$2,348.81
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$981.68
New Balance	\$39,286.75
Past Due Amount	\$0.00
Amt. Over Rev. Cr. Lt.	\$0.00

Revolving Credit Limit	\$40,000
Avail. Revolving Credit	\$713
Cash Advance Limit	\$24,000
Available Cash Limit	\$713
Statement Closing Date	07/02/2010
Days in Billing Cycle	30

Payment Information

New Balance	\$39,286.75
Minimum Payment Due	\$1,373.68
Payment Due Date	07/28/2010

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	39 year(s)	\$134,270
\$1,667	3 year(s)	\$60,032 (Savings= \$74,238)

If you would like information about credit counseling services, call 1-877-337-8187.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/28	84367075	Payments, Credits & Adjustments	
			PAYMENT THANK YOU	-2,250.59
6/02	6/03	H57GFNGW	70 0000 0000 LIBERTY HILL INN YARMOUTHPORT MA 71 7011USA 2222 PHONE NUMBER: 5083623976 FOLIO NUMBER: 11 ARRIVE: 05/31/10 DEPART: 06/02/10 DR ANDREW J KATZ SCHENECTADY NY 71 8042USA 2222	000000000000 -65.82 85207000154
6/30	6/30	77WXSNGW		-50.00 85502780181
6/02	6/03	PNX21V**	Standard Purch MYLIFE/REUNION-SEARCH 8887041900 CA	60.00 75309560153
6/03	6/03	Y4Q03Y22	61 A5968USA 2222 NISKAYUNA CO-OP NISKAYUNA NY	21.53 25536060155
6/03	6/03	ZM8MMWD3	61 A5411USA 2222 ALBANY MEDICAL CENTER ALBANY NY	30.00 85418360154
6/03	6/03	NVKVS168	61 A8099USA 2222 CVS PHARMACY #0415 Q03 LATHAM NY	6.25 05436840155
6/03	6/03	CBYZ1T30	61 A5912USA 2222 METRO-NORTH TVM 877-886-6677 NY	68.00 55541860155
6/03	6/03	C1LVS168	61 A4111USA 2222 CVS PHARMACY #1292 Q03 NISKAYUNA NY	124.74 05436840155
6/04	6/04	PM*H00Z2	61 A5912USA 2222 CONCORD POOLS LATH LATHAM NY	373.61 25536060156
6/05	6/05	Q9F2CNB4	61 A5996USA 2222 PRICE CHOPPER #191 SCHENECTADY NY 61 A5411USA 2222	156.36 55453260158

TIMOTHY M MCGINN

Safe Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/07	6/07	WC6QJ10B	EXXONMOBIL 97362735 SCHENECTADY NY	25.18
			61 D5542USA 2222	05486800159
6/07	6/07	4G772Y22	NISKAYUNA CO-OP NISKAYUNA NY	46.78
			61 A5411USA 2222	25536060159
6/07	6/07	*GY5D66S	NISKAYUNA WINES&LIQUOR SCHENECTADY NY	15.11
			61 A5921USA 2222	85500590159
6/09	6/09	X8WXSNGW	DR ANDREW J KATZ SCHENECTADY NY	50.00
			61 B8042USA 2222	85502780160
6/10	6/10	78JZJMO0	SUNOCO 0500848700 NISKAYUNA NY	48.19
			61 D5542USA 2222	55432860162
6/11	6/11	3K19PQ4L	RITE AID STORE 4587Q05 SCHENECTADY NY	24.19
			61 A5912USA 2222	55499670163
6/11	6/11	SZY2Y22	NISKAYUNA CO-OP NISKAYUNA NY	26.65
			61 A5411USA 2222	25536060163
6/12	6/12	JKD8BRV8	CVS PHARMACY #1292 Q03 NISKAYUNA NY	20.36
			61 A5912USA 2222	05436840164
6/12	6/12	N10C6*V8	BJ WHOLESALE #0079 SCHENECTADY NY	185.89
			61 A5300USA 2222	05436840164
6/12	6/12	R0R2CNB4	PRICE CHOPPER #191 SCHENECTADY NY	60.31
			61 A5411USA 2222	55453260165
6/14	6/14	TGXDJ10B	EXXONMOBIL 97362735 SCHENECTADY NY	2.62
			61 D5542USA 2222	05486800166
6/15	6/15	D94FJ10B	EXXONMOBIL 97346589 LATHAM NY	29.17
			61 D5542USA 2222	05486800167
6/16	6/16	Q9G23Y22	NISKAYUNA CO-OP NISKAYUNA NY	19.41
			61 A5411USA 2222	25536060168
6/16	6/16	PYHYFLS3	EDWARD JACOBS MD PC TROY NY	20.00
			61 A8099USA 2222	55233000168
6/16	6/16	7LYTJ10B	EXXONMOBIL 97362735 SCHENECTADY NY	47.81
			61 D5542USA 2222	05486800168
6/17	6/17	GN0P2Y22	NISKAYUNA CO-OP NISKAYUNA NY	36.25
			61 A5411USA 2222	25536060169
6/17	6/17	JN8MMWD3	ALBANY MEDICAL CENTER ALBANY NY	75.00
			61 A8099USA 2222	85418360168
6/18	6/18	6K7TZ700	PASTA PANE CLIFTON PARK NY	78.85
			61 A5812USA 2222	25247800170
6/19	6/19	SCDNPX00	INT*INTELIUS CM 888-445-2727 WA	1.95
			61 A4816USA 2222	55432860170
6/19	6/19	JJJMPX00	INT*INTELIUS CM 888-445-2727 WA	19.95
			61 A4816USA 2222	55432860170
6/19	6/19	27Q46Z49	CVS PHARMACY #1292 Q03 NISKAYUNA NY	66.16
			61 A5912USA 2222	05436840171
6/20	6/20	008VH10B	EXXONMOBIL 97381396 LATHAM NY	30.03
			61 D5542USA 2222	05486800172
6/20	6/20	YC6JCNB4	PRICE CHOPPER #138 LATHAM NY	21.11
			61 B5411USA 2222	55453260172
6/30	6/30	R8WXSNGW	DR ANDREW J KATZ SCHENECTADY NY	50.00
			61 B8042USA 2222	85502780181
6/30	6/30	RZYJ9T5J	SOUTHWES5262109970563 08004359792 TX	2.50
			61 A3066USA 2222	55140580182
			NAME: MCGINN/TIMOTHY	
			DEPART: 07/14/10	
6/30	6/30	G5S4BNB4	ALB TO FLL : WN: CLASS: V : STOP: PRICE CHOPPER #1 SCHENECTADY NY	80.11
			61 A5411USA 2222	55453260182
6/30	6/30	6WMJ9T5J	SOUTHWES5262109972893 08004359792 TX	90.00
			61 A3066USA 2222	55140580182
			NAME: MCGINN/NANCY	
			DEPART: 07/14/10	
			ALB TO FLL : WN: CLASS: S : STOP:	
			FLL TO ALB : WN: CLASS: S : STOP:	
6/30	6/30	9QYZD1K9	CVS PHARMACY #1292 Q03 NISKAYUNA NY	110.39
			61 A5912USA 2222	05436840182

TIMOTHY M MCGINN

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/30	6/30	XWJ9T5J	SOUTHWES5262109971541 08004359792 TX 61 A3066USA 2222 NAME: MCGINN/TIMOTHY DEPART: 07/21/10 FLL TO ALB : WN: CLASS: S : STOP: NISKAYUNA CO-OP NISKAYUNA NY 61 A5411USA 2222	164.70 55140580182
7/01	7/01	XLYB4Y22		59.65 25536060183
			Fees TOTAL FEES FOR THIS PERIOD	0.00
	7/02		Interest Charged INTEREST CHARGED TO STANDARD PURCH 84 0000 TOTAL INTEREST FOR THIS PERIOD	981.68 0000000000 981.68

2010 Totals Year-to-Date	
Total Fees charged in 2010	39.00
Total Interest charged in 2010	6,744.35

*** AMERICAN AIRLINES AADVANTAGE(R) MILES UPDATE ***

AAadvantage(R) Miles - Accumulated
this month: 2,233
AAadvantage(R) Miles - American Airlines
travel purchases this month: 0

Remember, with a no pre-set spending limit you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your statement has changed for the better. To make it easier for you to manage your account, we've enhanced your billing statement to highlight important information at a glance. To learn more about the Credit Card Act visit newcreditcardlaws.citicards.com

Interest Charge Calculation		Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES Standard Purch	29.990%(V)	\$39,827.98(D)	\$981.68
ADVANCES Standard Adv	29.990%(V)	\$0.00(D)	\$0.00

Exhibit 3

06/20/10 \$4217.00 \$115.00
 PAY DUE DATE NEW BALANCE PAY AMT DUE

SITE:SD-CI TM:LG-8200 ACID:SDCS080
 07/07/10 21:13:29:

DAVID L SMITH
 SARATOGA SPRINGS
 12866-6438000

NY

CITI CARDS
 PO BOX 183051
 COLUMBUS, OH
 43218-3051

Citi® Gold / AAdvantage® World Elite® MasterCard®



AAdvantage is a registered trademark of American Airlines, Inc.

Account Number 3413
 www.citicards.com

Customer Service: 1-888-766-CITI(2484)
 BOX 6062 SIOUX FALLS, SD 57117

Summary of Account Activity

Previous Balance \$4,217.00
 Payments -\$1,000.00
 Other Credits -\$0.00
 Purchases +\$1,829.09
 Balance Transfers +\$0.00
 Cash Advances +\$0.00
 Fees Charged +\$0.00
 Interest Charged +\$73.00

New Balance \$4,217.00
 Past Due Amount \$0.00
 Amt. Over Rev. Cr. Lt. \$0.00

Revolving Credit Limit \$57,600
 Avail. Revolving Credit \$53,383
 Cash Advance Limit \$28,800
 Available Cash Limit \$28,800
 Statement Closing Date 05/24/2010
 Days in Billing Cycle 32

Payment Information

Payment must be received by 5:00 PM
 local time on the payment due date.

New Balance \$4,217.00
 Minimum Payment Due \$115.00
 Payment Due Date 06/20/2010

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	21 year(s)	\$12,462
\$169	3 year(s)	\$6,115 (Savings= \$6,347)

If you would like information about credit counseling services, call 1-877-337-8187.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/13	R4197034	Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-1,000.00 00000000000
4/22	4/23	38H5T7ML	Standard Purch HESS 32564 Q38 CLIFTON PARK NY	54.11
4/22	4/23	46Y87BPW	61 D5542USA 2222 FEIGENBAUM CLEANERS GLENS FALL NY	55.53
4/23	4/23	HGY7OHLB	61 A7216USA 2222 CHEVRON 0209141 ORMOND BEACH FL	51.42
4/30	4/30	8VWY8F90	61 D5542USA 2222 THE HOME DEPOT 1223 SARATOGA SPRG NY	195.73
5/03	5/03	XCF32F77	61 A5200USA 2222 BJ WHOLESALE #0066 SARATOGA NY	162.30
5/05	5/05	KV8DFY22	61 A5300USA 2222 THE GRAPEVINE FINE SARATOGA SPRI NY	25.66
5/05	5/05	1PH7T7ML	61 A5331USA 2222 HESS 32564 Q38 CLIFTON PARK NY	51.75
5/05	5/05	YHOM7GMB	61 D5542USA 2222 EMPIRE VISION CENTERS SARATOGA SPRI NY	120.67
5/07	5/07	MGRMJ6DL	61 A8043USA 2222 CLIFTON PARK SELF STOR 518-383-6066 NY	100.00
5/10	5/10	WW4GNGX4	61 A4225USA 2222 VZWRLSS-IVR VN FOLSOM CA	74.55
5/11	5/11	LJL4WBPO	61 A4814USA 2222 BANFIELD 1062 SARATOGA SPRI NY	102.90
5/12	5/12	ZSHN5115	61 A0742USA 2222 SUPERCUTS QPS SARATOGA SPGS NY	18.00
			61 D7230USA 2222	85481070132

DAVID L SMITH

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/12	5/12	T655SX13	STAPLES 00102558 SARATOGA SPRI NY	54.62
			61 A5943USA 2222	05410190133
5/12	5/12	R*Q*QBK7	BJ WHOLESALE #0066 SARATOGA NY	93.78
			61 A5300USA 2222	05436840133
5/14	5/14	9FP3M10B	EXXONMOBIL 99908626 SARATOGA SPRI NY	40.32
			61 D5542USA 2222	05486800135
5/17	5/17	TYR75WP1	HANNAFORD #0391 SARATOGA SPR NY	145.01
			61 A5411USA 2222	05140480137
5/19	5/19	S3YP7Q5C	USPS 357485086280100PS SARATOGA SPRI NY	51.85
			61 A9402USA 2222	05410190139
5/20	5/20	W56XWGBR	EXXONMOBIL 999080PS SARATOGA SPRI NY	14.11
			61 A5541USA 2222	05486800141
5/20	5/20	XBGYBYZ2	THE GRAPEVINE FINE SARATOGA SPRI NY	20.31
			61 A5331USA 2222	25536060141
5/20	5/20	95NK7RL2	TARGET 00012716 SARATOGA SPRI NY	45.31
			61 B5310USA 2222	05410190140
5/21	5/21	32GS8F90	THE HOME DEPOT 1223 SARATOGA SPRG NY	39.37
			61 B5200USA 2222	55541860142
5/21	5/21	9BJS8F90	THE HOME DEPOT 1223 SARATOGA SPRG NY	46.57
			61 B5200USA 2222	55541860142
5/22	5/22	6MGZL900	BLUE WATER MANOR RESTA DIAMOND POINT NY	125.65
			61 A5812USA 2222	25247800143
5/23	5/23	9J7FKF18	BJ WHOLESALE #0066 SARATOGA NY	53.46
			61 A5300USA 2222	05436840144
5/23	5/23	BC9*5WP1	HANNAFORD #0391 SARATOGA SPR NY	86.11
			61 A5411USA 2222	05140480143
			Fees	
			TOTAL FEES FOR THIS PERIOD	0.00
			Interest Charged	
	5/24		PURCHASES*INTEREST CHARGE*PERIODIC RATE	73.00
			84 0000	0000000000
			TOTAL INTEREST FOR THIS PERIOD	73.00

*** AMERICAN AIRLINES AADVANTAGE(R) MILES UPDATE ***

AAdvantage(R) Miles - Accumulated
this month: 1,829
AAdvantage(R) Miles - American Airlines
travel purchases this month: 0

Remember, with a no pre-set spending limit you MUST PAY IN FULL any charges
over the revolving credit line indicated.

Rate Summary	Balance Subject to Interest Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$3,203.35	0.07121%(D)	25.990%	25.990%
ADVANCES				
Standard Adv	\$0.00	0.07121%(D)	25.990%	25.990%

07/20/10 \$7724.68 \$354.91
 PMT DUE DATE NEW BALANCE MIN AMT DUE

SITE:SD-CI TM:LG-8200 ACID:SDCS080
 07/07/10 21:13:29:

DAVID L SMITH
 SARATOGA SPRINGS
 12866-6438000

NY

CITI CARDS
 PO BOX 183051
 COLUMBUS, OH
 43218-3051

Citi® Gold / AAdvantage® World Elite® MasterCard®

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number: [REDACTED] 3413
 www.citicards.com

Customer Service: 1-888-766-CITI(2484)
 BOX 6062 SIOUX FALLS, SD 57117

Summary of Account Activity	
Previous Balance	\$4,217.00
Payments	-\$0.00
Other Credits	-\$16.04
Purchases	+\$2,330.81
Cash Advances	+\$1,000.00
Fees Charged	+\$69.00
Interest Charged	+\$123.91
New Balance	\$7,724.68
Past Due Amount	\$115.00
Amt. Over Rev. Cr. Lt.	\$0.00

Revolving Credit Limit	\$57,600
Avail. Revolving Credit	\$49,875
Cash Advance Limit	\$28,800
Available Cash Limit	\$27,764
Statement Closing Date	06/22/2010
Days in Billing Cycle	29

Payment Information	
New Balance	\$7,724.68
Minimum Payment Due	\$354.91
Payment Due Date	07/20/2010

Payment must be received by 5:00 PM local time on the payment due date.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39 late fee and your APRs may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	25 year(s)	\$23,153
\$306	3 year(s)	\$11,150 (Savings= \$12,003)

If you would like information about credit counseling services, call 1-877-337-8188.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/17	6/17	Y1D1CRL2	Payments, Credits & Adjustments TARGET 00012716 SARATOGA SPRI NY 71 5310USA 2222	-16.04 05410190168
5/23	5/25	RX*19F90	Standard Purch THE HOME DEPOT 1223 SARATOGA SPRG NY 61 A5200USA 2222	95.20 55541860144
5/26	5/26	8HC8S658	BJ WHOLESALE #0066 SARATOGA NY 61 A5300USA 2222	342.72 05436840147
5/26	5/26	T1VP8F90	THE HOME DEPOT 1223 SARATOGA SPRG NY 61 B5200USA 2222	19.76 55541860147
5/27	5/27	F4NK48K4	MCGEARYS PUB ALBANY NY 61 A5812USA 2222	28.92 55421350148
5/28	5/28	PCYC5WP1	HANNAFORD #0391 SARATOGA SPR NY 61 B5411USA 2222	23.49 05140480148
5/28	5/28	3DB13B4L	RITE AID STORE #107005 SARATOGA SPRI NY 61 A5912USA 2222	25.67 55499670149
5/28	5/28	YX*YRD88	BARNES & NOBLE #201090 SARATOGA SPRI NY 61 A5942USA 2222	19.24 05436840149
5/29	5/29	07ZDVNGW	MOHAWK RIVER COUNTRY C REXFORD NY 61 A5941USA 2222	80.00 85185640150
5/29	5/29	*HXD5WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	91.28 05140480149
5/31	5/31	55*TNTB8	BJ WHOLESALE #0066 SARATOGA NY 61 A5300USA 2222	86.64 05436840152
5/31	5/31	M0985WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	110.17 05140480151
6/01	6/01	P*G5GCPQ	BANFIELD 1062 SARATOGA SPRI NY 61 A0742USA 2222	238.04 55546700153

DAVID L SMITH

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/03	6/03	5DP4PY50	LAZ PARKING 524 POUGHKEEPSIE NY 61 B7523USA 2222	3.00 55546500155
6/03	6/03	MQS0GC4L	RITE AID STORE #107Q05 SARATOGA SPRI NY 61 A5912USA 2222	22.69 55499670155
6/03	6/03	5RW75WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	61.63 05140480154
6/03	6/03	ZKM7K2M7	GETTY 58072001 RHINEBECK NY 61 D5542USA 2222	42.80 55500400155
6/03	6/03	9R39QBWP	FEIGENBAUM CLEANERS GLENS FALL NY 61 A7216USA 2222	44.75 55421350155
6/04	6/04	HHZDCDH8	BARNES & NOBLE #201Q90 SARATOGA SPRI NY 61 A5942USA 2222	19.24 05436840156
6/04	6/04	*ZN90200	PEDDLERS CLIFTON PARK NY 61 A5812USA 2222	20.00 25247800157
6/05	6/05	4C57HY8S	JCPENNEY STORE 2948 SARATOGA SPGS NY 61 A5311USA 2222	30.90 25413890156
6/05	6/05	WB57HY8S	JCPENNEY STORE 2948 SARATOGA SPGS NY 61 A5311USA 2222	39.37 25413890156
6/08	6/08	MFG75WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	176.13 05140480159
6/09	6/09	PFJ2T7ML	HESS 32564 Q38 CLIFTON PARK NY 61 D5542USA 2222	54.73 05140480161
6/12	6/12	798DBW13	STAPLES 00102558 SARATOGA SPRI NY 61 A5943USA 2222	39.86 05410190164
6/13	6/13	6FXHQYW8	BARNES & NOBLE #201Q90 SARATOGA SPRI NY 61 A5942USA 2222	17.94 05436840165
6/14	6/14	GQYR4115	SUPERCUTS SARATOGA SPGS NY 61 D7230USA 2222	18.00 85481070165
6/15	6/15	WH4HQT30	METRO-NORTH TVM 877-886-6677 NY 61 A4111USA 2222	58.00 55541860167
6/16	6/16	RP*Q7RL2	TARGET 00012716 SARATOGA SPRI NY 61 A5310USA 2222	84.47 05410190167
6/16	6/16	GJL9T7ML	HESS 32564 Q38 CLIFTON PARK NY 61 D5542USA 2222	47.13 05140480168
6/18	6/18	Z0J*5WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	66.12 05140480169
6/18	6/18	71JHX*PW	FEIGENBAUM CLEANERS GLENS FALL NY 61 A7216USA 2222	53.82 55421350171
6/18	6/18	OCZS8NGW	Saratoga Lake Golf Clu Saratoga Spri NY 61 A7992USA 2222	82.00 85416800171
6/19	6/19	DSKW2FP5	BANFIELD WELLNESS PLAN 5039225269 OR 61 A5968USA 2222	27.95 55480770170
6/19	6/19	FV6DGJ16	ALBANY NY PARKING PTP 09147471200 NY 61 A9222USA 2222	43.50 55546700170
6/19	6/19	R9KH9F90	THE HOME DEPOT 1223 SARATOGA SPRG NY 61 A5200USA 2222	57.10 55541860171
6/21	6/21	HZ0TK10B	EXXONMOBIL 99908626 SARATOGA SPRI NY 61 D5542USA 2222	6.28 05486800173
6/21	6/21	JJS85WP1	HANNAFORD #0391 SARATOGA SPR NY 61 A5411USA 2222	52.27 05140480172
6/15	6/15	FL451W23	Standard Adv BANK OF AMERICA SARATGA SPRNG NY 60 A6010USA 2222	1,000.00 85418360166
	6/22		Fees LATE FEE - MAY PAYMENT PAST DUE 66 0000	39.00 0000000000
	6/22		ADVANCES*TRANSACTION FEE 86 0000	30.00 0000000000
			TOTAL FEES FOR THIS PERIOD	69.00

DAVID L SMITH

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/22		Interest Charged	
			INTEREST CHARGED TO STANDARD ADV	5.71
			84 0000	0000000000
	6/22		INTEREST CHARGED TO STANDARD PURCH	118.20
			84 0000	0000000000
			TOTAL INTEREST FOR THIS PERIOD	123.91

2010 Totals Year-to-Date	
Total Fees charged in 2010	133.95
Total Interest charged in 2010	196.91

*** AMERICAN AIRLINES AADVANTAGE(R) MILES UPDATE ***

AAdvantage(R) Miles - Accumulated
 this month: 2,315
 AAdvantage(R) Miles - American Airlines
 travel purchases this month: 0

Remember, with a no pre-set spending limit you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (06/20/10), which was \$7,473.22.

Each Cash Advance is subject to a one-time transaction fee.

Check out these tips for healthy credit. 1. Pay your bills on time -- it's a major factor in your credit score. 2. Pay in full -- it helps you avoid interest and improve your score. 3. Use credit wisely -- monitor your spending and credit score. Make a payment today!

Your statement has changed for the better. To make it easier for you to manage your account, we've enhanced your billing statement to highlight important information at a glance. To learn more about the Credit Card Act visit newcreditcardlaws.citicards.com

Interest Charge Calculation		Your Annual Percentage Rate (APR) is the annual interest rate on your account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES Standard Purch	25.990%(V)	\$5,723.53(D)	\$118.20
ADVANCES Standard Adv	25.990%(V)	\$276.55(D)	\$5.71

Exhibit 4

www.exxonmobil.accountonline.com

ACCOUNT NUMBER 4926	TOTAL CREDIT LINE 2,500	CASH ADVANCE LIMIT 500
	TOTAL AVAILABLE CREDIT 2,167	CASH AVAILABLE 500

SEND INQUIRIES TO:
CREDIT CARD CENTER
P.O. BOX 688940
DES MOINES, IA 50368-8940
TELEPHONE: 1-800-344-4355

Payment Information

New Balance \$332.50
Minimum Payment Due \$45.60
Payment Due Date 06/17/2010

Payment must be received by 5:00 PM local time on the payment due date.

Late Payment Warning:

If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.00.

Minimum Payment Warning:

If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of
Only the minimum payment	4 years	\$504
\$13	3 years	\$476 (Savings = \$28)

If you would like information about credit counseling services, call 1-877-337-8187.

The "ANNUAL PERCENTAGE RATE" includes all transaction and periodic finance charges imposed this billing period on all balances on which finance charges were imposed. If the "ANNUAL PERCENTAGE RATE" is N/A, no finance charges (after adjustments) were imposed this billing period.

PREVIOUS BALANCE 148.33	PAYMENTS / CREDITS 148.33 CR	PURCHASES / DEBITS 290.23	NEW CASH ADVANCES .00	FINANCE CHARGE 7.27	LATE FEE 35.00	NEW BALANCE 332.50
CLOSING DATE 05-21-10	ANNUAL PERCENTAGE RATE 24.99 %				OVERLIMIT AMOUNT .00	MINIMUM PAYMENT DUE 45.60

SCHEDULE OF FINANCE CHARGES

	DAILY PERIODIC RATE	CORRESPONDING APR	MINIMUM FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE	DAYS IN LAST CYCLE
PURCHASES	.06846 % (D)	24.99 %	.00	342.58	7.27	31
CASH ADVANCES	.08205 % (D)	29.95 %	.00	.00	.00	

Please see Transaction Description for finance charge information on any promotional balances.

6057 0017 LLG 1 7 13 100521

9383 8022 EMOB

39381

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

0039381

Page 1 of 2

XOMCONSLG

**Mobil**

ACCOUNT NUMBER 4926	CLOSING DATE 05-21-10
NEW BALANCE 332.50	MINIMUM PAYMENT DUE 45.60
	PAYMENT DUE DATE 06-17-10

PLEASE INDICATE
AMOUNT PAID

PROCESSING CENTER
DES MOINES, IA 50361-0001

PLEASE MAKE CHECK PAYABLE TO EXXONMOBIL
KINDLY RETURN THIS STUB AND WRITE
YOUR ACCOUNT NUMBER ON THE PAYMENT

15

FOR ADDRESS CORRECTION, INDICATE BELOW

0039381 13 356790 N 7 141101 1 CE02

LYNN A SMITH

SARATOGA SPRINGS NY 12866-6438

015 7302894505584926 0033250 0004560 0014833 1312

www.exxonmobil.accountonline.com

ACCOUNT NUMBER 7302 8945 0558 4926	TOTAL CREDIT LINE 2,500	CASH ADVANCE LIMIT 500
	TOTAL AVAILABLE CREDIT 2,167	CASH AVAILABLE 500

SEND INQUIRIES TO:
CREDIT CARD CENTER
P.O. BOX 688940
DES MOINES, IA 50368-8940
TELEPHONE: 1-800-344-4355

Finance charges may be accruing on promotional balances
and may be billed to your account under the terms of the
promotional offer. Refer to the corresponding APR for
the APR that applies to each balance.

TRANS DATE	REFERENCE NUMBER	TRANSACTION LOCATION / DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
05-19	P919400GV09A0TRHF	PAYMENT - THANK YOU		148.33 CR
		TOTAL SPEEDPASS 223		290.23 **
04-23	P938300G300XWD7H5	3805 W PALMETTO ST FLORENCE SC	OWC7473	48.25
04-24	P938300G300XYGJ1Q	23807 ROGERS CLARK BLVD RUTHER GLEN VA	LQV2827	42.53
04-24	P938300G300Y2MRNM	NYS THRUWAY NORTH-NEW HANNACROIX NY	U005386	54.72
04-30	P938300GA00Y64NE2	402 LAKE AVE SARATOGA SPRING NY	UYU8320	48.69
04-30	P938300GA00Y64KQ2	402 LAKE AVE SARATOGA SPRING NY	UYU1805	17.84
05-07	P938300GH00Y5YDXE	402 LAKE AVE SARATOGA SPRING NY	UYU0252	26.77
05-18	P938300GV00Y3KDEW	402 LAKE AVE SARATOGA SPRING NY	UYU9844	51.43

NEW! ExxonMobil Service Station Locator adds GPS
download functionality that allows customers to download
Exxon and Mobil service station locations to the leading
consumer GPS devices. Visit exxonmobilstations.com and
click on "download to GPS" to learn more.

National Safety Council reminds us this is the time for
prom, graduation, and moves to and from college. Don't
worry. Exxon and Mobil stations are there for you with
everything from gasoline to snacks and beverages. And to
make things easier, be sure to get your Speedpass device.
Visit www.speedpass.com today.

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NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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Page 2 of 2

XOMCONSLLG

Switch to Paperless Statements!

No stamps to buy. No mail to send. *Less clutter in your mailbox.*



- Access your transaction details 24/7
- Get email notification when your statement is ready
- View and download PDFs of current or past statements (when available)

Rest assured — we'll keep your personal information private.

Sign-on at www.exxonmobil.accountonline.com to switch today!

CSS

** ENTER CPF TO DISPLAY NEXT CRCD 840 RL 0001 OF 0002 10:48:33 07/07/10
 SMITH, LYNN A*SMITH, DAVID L* DR**SARATOGA SPRINGS*NY*12866-6438*

	0620	0717	30N	102.43	D	2500	1795	7	0
01	0527	0527	P938300H400Y5HK31	402 LAKE AVE SARATOGA SPRI NY			44.39		
02				01245244					
03				TOTAL CARD 002			44.39		
04	0522	0522	P938300GZ00Y2PKFS	80 WEST AVE., SARATOGA SPRI NY			39.44		
05				00950373					
06	0523	0523	P938300H000Y2Z3K3	402 LAKE AVE SARATOGA SPRI NY			8.13		
07				00974960					
08	0526	0526	P938300H300Y4Z48A	402 LAKE AVE SARATOGA SPRI NY			40.66		
09				01184743					
10	0526	0526	P938300H300Y4Z1DA	402 LAKE AVE SARATOGA SPRI NY			10.42		
11				01184452					
12	0531	0531	P938300H800Y3202G	402 LAKE AVE SARATOGA SPRI NY			8.13		
13				00984430					
14	0605	0605	P938300HD00Y3YY7P	402 LAKE AVE SARATOGA SPRI NY			46.30		
15				01079269					

332.50	.00	.00	310.02	.00	10.90	39.00	692.42
06846 08205	ADB MDSE	ADB CASH	CUR SALE		.00	45.60	
24.99 29.95	530.73	.00	310.02	10.90			

CSS

		** NO MORE DETAILS ON FILE **CRCD 840 RL 0002 OF 0002		10:48:58 07/07/10
01	0606 0606 P938300HE00Y2LKP6	402 LAKE AVE SARATOGA SPRI NY		8.13
02		00940567		
03	0607 0607 P938300HF00Y45BEM	402 LAKE AVE SARATOGA SPRI NY		9.73
04		01100283		
05	0612 0612 P938300HL00Y3W47D	402 LAKE AVE SARATOGA SPRI NY		26.89
06		01070052		
07	0615 0615 P938300HP00Y4FQLK	402 LAKE AVE SARATOGA SPRI NY		40.29
08		01133173		
09	0615 0615 P938300HP00Y4F9XN	402 LAKE AVE SARATOGA SPRI NY		14.40
10		01132895		
11	0617 0617 P938300HT00Y55EWY	402 LAKE AVE SARATOGA SPRI NY		13.11
12		01205494		
13		TOTAL SPEEDPASS 223		265.63

Exhibit 5

Payment Due Date New Balance Past Due Amount Minimum Payment
06/13/10 \$0.00 \$109.00



Account number: 3827

\$

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

4417123043368827000107000054716400000000000000

52172 BEX Z 12810 C
LYNN A SMITH
SAHATOGA SPRINGS NY 12866-6438



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



500016028 22130433688279



Manage your account online:
www.chase.com/creditcards

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number: 3827
Previous Balance
Payment, Credits -\$300.00
Purchases +\$2,021.55
Cash Advances +\$849.00
Fees Charged +\$32.09
Interest Charged +\$52.09
New Balance \$5,471.64
Opening/Closing Date 04/17/10 - 05/16/10
Total Credit Line \$35,000
Available Credit \$29,528
Cash Access Line \$7,000
Available for Cash \$6,109

PAYMENT INFORMATION

New Balance \$5,471.64
Payment Due Date 06/13/10
Minimum Payment Due \$109.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 late fee and your APRs will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	28 years	\$19,219
\$188	3 years	\$6,761 (Savings-\$6,458)

If you would like information about credit counseling services, call 1-866-797-2885.

SOUTHWEST AIRLINES RAPID REWARDS VISA CARD SUMMARY

Reward dollars earned from previous statement	\$755.00	For more information on the Southwest Airlines Rapid Rewards program, log on to southwest.com or call 1-800-445-6764. Southwest will issue a roundtrip Award for every 16 credits you earn in a twenty-four month period.
Reward Dollars Earned for Purchases	\$2,022.00	
Total reward dollars	\$2,777.00	
Reward dollars transferred to flight credits	\$2,400.00	
Remaining rewards balance	\$377.00	
Flight credits transferred	\$2.00	
Year to date Reward Dollars earned	\$16,112.00	

Every time you make a purchase with your Southwest Airlines Rapid Rewards Visa card, you will earn Reward Dollars. For every 1,200 Reward Dollars earned you will receive one Rapid Rewards credit. Earned credits will be transferred within 30 days of this statement. Watch your Reward Dollars add up every time you use your card! You can now use your Rapid Rewards Visa card for your in-flight purchases when you fly Southwest Airlines. Add authorized users to your account or sign up to have your monthly bills charged to your card - and you can earn more Reward Dollars!

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/07	Payment Thank You Electronic Chk	-300.00
04/21	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	62.98

This Statement is a Facsimile - Not an original

0000002 FS33336 C 4
X 0079 INS14575

000 N Z 18 10/05/16

Page 1 of 2

01555 MA MA 52172

1961000040006217201

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____





Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

To contact us regarding your account:

	By Telephone: In U.S. 1-800-792-0001 Outside U.S. 1-800-446-0000 Toll Free 1-800-955-0060 Pay by phone 1-800-436-7958 Outside U.S. call collect 1-902-594-8200		Send inquiries to: P.O. Box 15258 Wilmington, DE 19850-5258		Mail Payments to: P.O. Box 15153 Wilmington, DE 19886-5153		Visit Our Website: www.chase.com/creditcards
---	--	---	--	---	---	---	---

Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window. The envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website shown on this statement. If we receive your completed request on our website by 5 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 5 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other delinquency on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the inquiries address shown on this statement.

Notice About Electronic Check Collection: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Credit Limit Payments: Any payment check or other form of payment that you need us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise intend to full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee and/or similar charge for issuance or renewal of your account, it will be billed each year or in monthly or quarterly installments. This fee and/or charge are owed whether or not you use your Account, and you agree to pay them when billed. The annual fee and charge are non-refundable unless you notify us that you wish to close your account within 30 days of one billing cycle (whichever is later) after we provide the statement on which the annual fee or charge is billed and at the same time, you pay your outstanding balance in full. If you do this, for a charge billed more often than annually such as a monthly service charge, you must not owe the full billed charge; however, prior billed charges are non-refundable and must be paid as part of paying your outstanding balance in full. Your payment of the annual fee or charge does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to impose the annual fee and/or charge until you pay your outstanding balance in full and terminate your Account relationship.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including current transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including current transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges, using the applicable periodic rate shown on this statement, separately for each feature (e.g., balance transfer checks and cash advance checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with

the same periodic rates. Variable rates will vary with the market based on the Prime Rate (or such index described in your Account Agreement). There is a minimum interest charge of \$1.50 (or such amount described in your Account Agreement) in any billing cycle in which you owe any periodic interest charges, and a transaction fee for each balance transfer, cash advance, or check transaction, in the amounts stated in your Account Agreement, so it may be waived. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction (or such amount described in your Account Agreement).

How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance until your Account is paid in full, as described in your Account Agreement. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement as described below, but this does not apply to balance transfers, cash advances or overdraft advances. If you receive a current monthly statement that includes new purchases and make a payment twelve months by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of those new purchases that we include such payment to, so long as 1) your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time the Minimum Payment was due OR 2) that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and that balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15259 Wilmington, DE 19850-5259.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchase

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15259 Wilmington, DE 19850-5259.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MA1202009

Statement Date: 04/17/10 - 05/16/10
Account Number: 4417 1230 4336 8827
Page 2 of 2

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/22	SHELL OIL 51511285377 ASPEN CO	30.06
04/24	RESIDENCE INNS ROCKY MOUN ROCKY MOUNT NC	171.98
04/27	EZ PASS PREPAID TOLL 800-333-8855 NY	70.00
04/28	PETSMART INC 1062 SARATOGASPRGS NY	101.65
04/28	SHELL OIL 51511285377 ASPEN CO	25.00
05/01	BRADLEY SINCLAIR #16 GRAND JUNCTIO CO	39.51
05/06	HANNAFORD #0391 SARATOGA SPR NY	159.46
05/08	BJ WHOLESALE #0066 SARATOGA NY	85.40
05/08	AJAX TAVERN ASPEN CO	40.00
05/08	AJAX TAVERN ASPEN CO	82.00
05/10	HANNAFORD #0391 SARATOGA SPR NY	123.63
05/11	ASPEN MEDICAL CARE PC ASPEN CO	140.00
05/11	HANNAFORD #0391 SARATOGA SPR NY	59.42
05/13	BJ WHOLESALE #0066 SARATOGA NY	60.95
04/28	W.F.B/ASPEN ASPEN CO	403.00
04/29	W.F.B/ASPEN ASPEN CO	303.00
05/07	W.F.B/ASPEN ASPEN CO	143.00
04/29	TRANSACTION FEE	12.09
04/30	TRANSACTION FEE	10.00
05/09	TRANSACTION FEE	10.00
TOTAL FEES FOR THIS PERIOD		\$32.09
05/16	PURCHASE INTEREST CHARGE	42.19
05/16	CASH ADVANCE INTEREST CHARGE	9.90
TOTAL INTEREST FOR THIS PERIOD		\$52.09

Total fees charged in 2010	\$121.09
Total interest charged in 2010	\$81.49
Year-to-date totals reflect all charges minus any refunds applied to your account on or after January 31, 2010.	

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR) 30 Days in Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	13.24% (v)	\$3,877.67	\$42.19	\$0.00
Cash Advances	19.24% (v)	\$626.28	\$9.90	\$0.00

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS

Receive 2 CREDITS with the click of your mouse! HOW?
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Let your friends and family go anywhere
Southwest Airlines flies, anytime they like!
Give the gift of destination.
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This Statement is a Facsimile - Not an original

X 0000002 FIS33335 C 4

000 N Z 18 10/05/10

Page 2 of 2

01568 MA MA 52172

13610000040000217202



Payment Due Date	New Balance	Past Due Amount	Minimum Payment
07/13/10	\$12,557.08	\$109.00	\$364.00



Account number: 8827

\$

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

441712304336882700036400012557080000000000000000

35101 BOX 2 18710 C
LYNN A SMITH
SARATOGA SPRINGS NY 12866-6438CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

5000 160 28 22 1304 33688 279

Manage your account online:
www.chase.com/southwestAdditional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number:	8827
Previous Balance	
Purchases	+\$1,043.12
Cash Advances	+\$5,717.75
Fees Charged	+\$234.06
Interest Charged	+\$90.52
New Balance	\$12,557.08
Opening/Closing Date	05/17/10 - 06/16/10
Total Credit Line	\$35,000
Available Credit	\$22,442
Cash Access Line	\$7,000
Available for Cash	\$0

PAYMENT INFORMATION

New Balance	\$12,557.08
Payment Due Date	07/13/10
Minimum Payment Due	\$364.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 late fee and your APRs will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	35 years	\$32,155
\$445	3 years	\$16,031 (Savings=\$16,124)

If you would like information about credit counseling services, call 1-866-797-2885.

SOUTHWEST AIRLINES RAPID REWARDS VISA CARD SUMMARY

Reward dollars earned from previous statement	\$377.00	For more information on the Southwest Airlines Rapid Rewards program, log on to southwest.com or call 1-800-445-5764.
Reward Dollars Earned for Purchases	\$1,044.00	Southwest will issue a roundtrip Award for every 16 credits you earn in a twenty-four month period.
Total reward dollars	\$1,421.00	
Reward dollars transferred to flight credits	\$1,200.00	
Remaining rewards balance	\$221.00	
Flight credits transferred	\$1.00	
Year to date Reward Dollars earned	\$17,168.00	

Every time you make a purchase with your Southwest Airlines Rapid Rewards Visa card, you will earn Reward Dollars. For every 1,200 Reward Dollars earned you will receive one Rapid Rewards credit. Earned credits will be transferred within 30 days of this statement. Watch your Reward Dollars add up every time you use your card! You can now use your Rapid Rewards Visa card for your in-flight purchases when you fly Southwest Airlines. Add authorized users to your account or sign up to have your monthly bills charged to your card - and you can earn more Reward Dollars!

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/17	THE GRAPEVINE FINE SARATOGA SPR NY	10.69
05/16	EMBREE'S WINE & SPIR 518-8835551 NY	9.71
05/16	SUBWAY 00315978 BROADALBIN NY	15.66
05/16	SHELL OIL 51511285377 ASPEN CO	15.01
05/18	USPS 35097000228013293 BROADALBIN NY	9.67
05/17	FEIGENBAUM CLEANERS GLENS FALL NY	88.78
05/18	HANNAFORD #0391 SARATOGA SPR NY	18.77
05/18	ZANE'S TAVERN - ASPEN ASPEN CO	50.00
05/21	THE GRAPEVINE FINE SARATOGA SPR NY	24.59
05/22	HANNAFORD #0391 SARATOGA SPR NY	81.94
05/22	HANNAFORD #0391 SARATOGA SPR NY	8.43
06/04	D AND E SNOWBOARD SHOP SNOWMASS VILL CO	54.47

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000001 F323335 C-4 000 N Z 18 10/06/10 Page 1 of 2 01898 MA MA 35101 16710000040003510101
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Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____
City: _____
State: _____
Zip: _____
Home Phone: _____
Work Phone: _____
E-mail Address: _____

To contact us regarding your account:

<p>By Telephone: In U.S.: 1-800-762-0001 Español: 1-888-446-0808 TDD: 1-800-955-8060 Pay by phone: 1-800-438-7958 Outside U.S.: call collect 1-302-594-8200</p>	<p>Send inquiries to: P.O. Box 15258 Wilmington, DE 19850-6258</p>	<p>Mail Payments to: P.O. Box 15153 Wilmington, DE 19866-6153</p>	<p>Visit Our Website: www.chase.com/southwest</p>
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Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon to the envelope provided with our address labels through the envelope window. The envelope cannot contain more than one payment or coupon, and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website shown on this statement. If we receive your completed request on our website by 5 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 5 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the front-line address shown on this statement.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check conversion or do not want your payments collected electronically.

Cash/Check Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Retention Notice: If your Account Agreement has an annual membership fee and/or similar charge for inactivity or non-use of your account, it will be billed each year or monthly or quarterly installments. This fee and/or charge are owed whether or not you use your Account, and you agree to pay them when billed. The annual fee and charge are non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual fee or charge is billed and at the same time, you pay your outstanding balance in full. If you do this, for a charge billed more often than annually such as a monthly service charge, you will not owe the full billed charge; however, prior billed charges are non-refundable and must be paid in full as part of paying your outstanding balance in full. Your payment of the annual fee or charge does not affect our right to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to impose the annual fee and/or charge until you pay your outstanding balance in full and terminate your Account relationship.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including current transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including current transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer checks and cash advances checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or overlimit advances). These calculations may combine different categories while

the same periodic rates. Variable rates will vary with the market based on the Prime Rate (or such index described in your Account Agreement). There is a minimum interest charge of \$1.50 (or such amount described in your Account Agreement) in any billing cycle in which you owe any periodic interest charges, and a transaction fee for each balance transfer, cash advance, or check transaction, in the amounts stated in your Account Agreement, as it may be amended. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction (or such interest described in your Account Agreement).

How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance until your Account is paid in full, as described in your Account Agreement. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement as described below, but this does not apply to balance transfers, cash advances or overlimit advances. If you receive a correct monthly statement that includes new purchases and make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of those new purchases that we allocate such payment to, so long as 1) your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time the Minimum Payment was due OR 2) that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and that balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

What To Do If You Think We Made a Mistake on Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchase

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Neither Mother of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

NA122009

Statement Date: 05/17/10 - 06/16/10
Account Number: 4417 1230 4336 8827
Page 2 of 2

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/04	CITY-MARKET #0439 EL JEBEL CO	11.47
06/04	CITY-MARKET #0439 EL JEBEL CO	57.72
06/09	CITY-MARKET #0416 ASPEN CO	6.01
06/10	CITY-MARKET #0439 EL JEBEL CO	43.53
06/10	TASTERS 970-9251952 CO	46.29
06/13	CITY-MARKET #0416 ASPEN CO	43.38
06/13	CIGAR BAR ASPEN CO	10.00
06/14	JEFFY LUBE #2804 WILTON NY	64.19
06/14	HANNAFORD #0391 SARATOGA SPR NY	120.93
06/14	LOWES #00560* SARATOGA SPRI NY	71.54
06/15	BJ WHOLESALE #0066 SARATOGA NY	29.94
06/15	CITY-MARKET #0439 EL JEBEL CO	10.00
06/14	TJ MAXX #874 SARATOGA SPGS NY	125.02
06/15	USPS 07043205230900479 ASPEN CO	17.40
05/24	STEWART'S #333787 WEST AV SARATOGA SPRI NY	201.75
05/27	STEWART'S #101/402 LAKE A SARATOGA SPRI NY	501.75
05/31	CITIZENS COB/95 WEIBEL AV SARATOGA SPRI NY	102.75
06/01	TRUSTCO BANK/ROUTE 50 SARATOGA SPRN NY	202.50
06/01	U.S. BANK/CITY MARKET ASP ASPEN CO	203.00
06/08	W.F.B/ASPEN ASPEN CO	303.00
06/14	W.F.B/ASPEN ASPEN CO	203.00
06/15	BANK OF AMERICA SARATGA SPRNG NY	4,000.00
05/25	TRANSACTION FEE	10.00
05/28	TRANSACTION FEE	15.05
06/01	TRANSACTION FEE	10.00
06/02	TRANSACTION FEE	10.00
06/02	TRANSACTION FEE	10.00
06/09	TRANSACTION FEE	10.00
06/14	LATE FEE	39.00
06/15	TRANSACTION FEE	10.00
06/16	TRANSACTION FEE	120.00
TOTAL FEES FOR THIS PERIOD		\$234.05
06/16	PURCHASE INTEREST CHARGE	56.72
06/16	CASH ADVANCE INTEREST CHARGE	33.80
TOTAL INTEREST FOR THIS PERIOD		\$90.52

Total fees charged in 2010	\$355.14
Total interest charged in 2010	\$152.01

Year-to-date totals reflect all charges minus any refunds applied to your account on or after January 31, 2010.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR) 31 Days In Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	13.24% (v)	\$5,044.69	\$58.72	\$0.00
Cash Advances	19.24% (v)	\$2,068.77	\$33.80	\$0.00

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS

Southwest Airlines Welcomes Fluffy and Fido Onboard.
With our pet program, P.A.W.S., small dogs and cats are welcome to fly with you in the cabin for a Pet Fare of only \$75 each way. For more information on our P.A.W.S. program, please visit www.southwest.com/pets

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Payment Due Date	New Balance	Past Due Amount	Minimum Payment
08/13/10		\$0.00	\$308.00



Account number: [REDACTED]

\$

[REDACTED]

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

441712304336882700030800013725940000000000000005

08419 SEX Z 10710 C
LYNN A SMITH
SARATOGA SPRINGS NY 12866-6438



CARDMEMBER SERVICE
PO BOX 16153
WILMINGTON DE 19886-5153



⑈500016028⑈ 22130433688279⑈



Manage your account online:
www.chase.com/southwest

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number:	0827
Previous Balance	
Payment, Credits	-\$1,500.00
Purchases	+\$2,061.50
Cash Advances	+\$405.75
Fees Charged	+\$30.00
Interest Charged	+\$171.61
New Balance	\$13,725.94
Opening/Closing Date	08/17/10 - 07/18/10
Total Credit Line	\$35,000
Available Credit	\$21,274
Cash Access Line	\$7,000
Available for Cash	\$760

PAYMENT INFORMATION

New Balance	\$13,725.94
Payment Due Date	08/13/10
Minimum Payment Due	\$308.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$39.00 late fee and your APRs will be subject to increase to a maximum Penalty APR of 28.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	35 years	\$34,900
\$483	3 years	\$17,390 (Savings=\$17,510)

If you would like information about credit counseling services, call 1-866-797-2865.

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

Reward dollars earned from previous statement	221	Each time you earn 1,200 Reward Dollars, 1 credit will transfer to your Rapid Rewards account.
Reward Dollars Earned for Purchases	2,062	
Total reward dollars	2,283	
Reward dollars transferred to flight credits	1,200	Southwest will issue a roundtrip Award for every 16 credits you earn in a 24-month period.
Remaining rewards balance	1,083	
Flight credits transferred	1	
Year to date Reward Dollars earned	19,216	

Get Roundtrip Awards FASTER for things you're already doing!

Add an authorized user to your account, and you'll earn more rewards! Are you getting rewarded for paying utility, insurance, cable, and phone bills? Use your card to pay your bills and watch your ROUNDTrip AWARDS add up! Go to chase.com/southwest to enroll or learn more.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
07/02	Payment - Thank You	-1,500.00
06/15	GREAT WESTERN GROC SHO ASPEN CO	49.93
06/15	SHELL OIL 57444276604 ASPEN CO	25.01
06/16	MEZZALUNA ASPEN CO	51.58
06/19	SPECIALTY MEATS SARATOGA SPRI NY	30.44
06/20	BJ WHOLESALE #0086 SARATOGA NY	95.21
06/21	BARNES & NOBLE #2019 SARATOGA SPRI NY	47.52
06/28	TARGET 00020297 GLENWOOD SPRI CO	110.22
06/29	SHELL OIL 57444276604 ASPEN CO	20.01
06/30	HANNAFORD #0391 SARATOGA SPR NY	116.71
06/30	HANNAFORD #0391 SARATOGA SPR NY	10.55

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000001 RS333036 C4 000 N Z 16 10/07/10 Page 1 of 2 01558 MA MA 59418 19710000040005841901
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Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____
City: _____
State: _____ Zip: _____
Home Phone: _____ Work Phone: _____
E-mail Address: _____

To service and manage any of your account(s), we, our representatives, JPMorgan Chase representatives, and/or affiliates, may contact you at any telephone number you provide to us. Please refer to your Cardmember Agreement for additional details about the use of your personal information and/or visit our website shown below to provide us with additional contact information.

To contact us regarding your account:

<p>By Telephone: In U.S. 1-800-792-0001 Español 1-888-446-3308 TDD 1-800-955-8080 Pay by phone 1-800-438-7858 Outside U.S. call collect 1-902-594-8200</p>	<p>Send Inquiries to: P.O. Box 15298 Wilmington, DE 19850-6298</p>	<p>Mail Payments to: P.O. Box 15153 Wilmington, DE 19866-5153</p>	<p>Visit Our Website: www.chase.com/southwest</p>
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Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website shown on this statement. If we receive your completed request on our website by 5 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 5 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected by your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the inquiries address shown on this statement.

To Service and Manage Any of Your Account(s): We, our representatives, JPMorgan Chase representatives, and/or affiliates, may contact you at any telephone number you provide to us. Please refer to your Cardmember Agreement for additional details about the use of your personal information.

Notice About Electronic Check Debiting: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Credit/Retain Payments: Any payment check or other form of payment that you send us is less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is resolved at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by retaining it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payments address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee and/or similar charge for insurance or availability of your account, it will be billed each year or in monthly or quarterly installments. This fee and/or charge are owed whether or not you use your Account, and you agree to pay them when billed. The annual fee and charge are non-refundable unless you notify us that you wish to close your account within 30 days of the billing cycle (whichever is less) after we provide the statement on which the annual fee or charge is billed and at the same time, you pay your outstanding balance in full. If you do this, for a charge billed more often than monthly such as a monthly service charge, you will not owe the last billed charge; however, prior billed charges are non-refundable and must be paid as part of paying your outstanding balance in full. Your payment of the annual fee or charge does not affect our right to close your Account and to limit your right to make cardmember use your Account. If your Account is closed by you or us, we will continue to impose the annual fee and/or charge until you pay your outstanding balance in full and terminate your Account relationship.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including current transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including current transactions). For an explanation of either method, or for more about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer checks and

cash advance checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or overdraw advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate (or such index described in your Account Agreement). There is a minimum interest charge of \$1.50 for each amount described in your Account Agreement) in any billing cycle in which you owe any periodic interest charges, and a transaction fee for each balance transfer, cash advance, or check transaction, in the amount stated in your Account Agreement, as it may be amended. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction (or such amount described in your Account Agreement).

How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance until your Account is paid in full, as described in your Account Agreement. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement as described below, but this does not apply to balance transfers, cash advances or overdraw advances. If you receive a current monthly statement that includes new purchases and make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of those new purchases that we allocate such payment to, so long as 1) your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time the Minimum Payment was due OR 2) that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and that balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

What To Do If You Think You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299.

In your letter, give us the following information:

- **Account Information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

We will investigate whether or not there has been an error; the following are true:

- We cannot try to collect the amount in question, or report you as delinquent as that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address. And the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

MA5722018

Statement Date: 06/17/10 - 07/16/10
Account Number: 4417 1230 4336 8827
Page 2 of 2

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
07/05	DELTA AIR 0067752996936 MANKATO MN	350.80
082510 1 T	DEN DTW	
2 T	DTW ALB	
3 TO	ALB ATL	
4 TX	ATL DEN	
07/07	SCOTT'S HALLMARK SHOP #6 SARATOGA SPRI NY	6.92
07/06	M. SALON RETAIL COLLECTIO ASPEN CO	45.82
07/06	M.SALON-HAIR ASPEN CO	225.00
07/09	BJ WHOLESALE #0065 SARATOGA NY	64.70
07/10	TARGET 00020297 GLENWOOD SPRI CO	127.90
07/08	THE GRAPEVINE FINE SARATOGA SPRI NY	16.04
07/13	CHICO'S #507 SARATOGA SPRI NY	412.51
07/13	CVS PHARMACY #0731 Q03 SARATOGA SPRI NY	26.59
07/14	CHICO'S #507 SARATOGA SPRI NY	227.96
06/16	Cardtronics CC/3031 RT 50 SARATOGO SPRI NY	102.00
07/15	BANK OF AMERICA/MA PIKE B BLANDFORD MA	102.00
07/16	STEWART'S #101/402 LAKE A SARATOGA SPRI NY	201.76
06/17	TRANSACTION FEE	10.00
07/16	TRANSACTION FEE	10.00
07/16	TRANSACTION FEE	10.00
	TOTAL FEES FOR THIS PERIOD	\$30.00
07/16	PURCHASE INTEREST CHARGE	69.50
07/16	CASH ADVANCE INTEREST CHARGE	102.11
	TOTAL INTEREST FOR THIS PERIOD	\$171.61

Total fees charged in 2010	\$385.14
Total interest charged in 2010	\$323.62
Year-to-date totals reflect all charges minus any refunds applied to your account on or after January 31, 2010.	

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR) 30 Days in Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	13.24% (v)	\$5,987.45	\$69.50	\$0.00
Cash Advances	19.24% (v)	\$6,457.25	\$102.11	\$0.00
Balance transfer	13.24% (v)	\$0.00	\$0.00	\$0.00

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

This Statement is a Facsimile - Not an original

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000 N Z 15 10/07/10

Page 2 of 2

01558 MA MA 68419

10710000040005841902



Exhibit 6

Redacted

From: Stoelting, David
Sent: Monday, May 31, 2010 7:53 PM
To: 'James Featherstonhaugh'; 'KoenigM@gtlaw.com'; 'feyrere@gtlaw.com'
Cc: Mehraban, Lara; McGrath, Kevin
Subject: SEC v. McGinn Smith

Counsel – In her deposition on May 27, Lynn Smith testified that she and her husband have been using 3 credit cards since the imposition of the asset freeze on April 20: Mobil SpeedPass, MasterCard and Visa. The use of these cards violates the April 20 Order, as a result, we must ascertain the scope of credit card use since April 20. Please produce this week account statements for all credit cards used by Lynn Smith, David Smith and Timothy McGinn since April 20. All credit card usage must cease and all cards must be surrendered to counsel.

David

Exhibit 7

Mehraban, Lara

From: Martin P. Russo [mrusso@gkblaw.com]
Sent: Wednesday, September 01, 2010 5:38 PM
To: Mehraban, Lara; Stoelting, David; McGrath, Kevin
Cc: acohen@gkblaw.com; mkaplan@gkblaw.com
Subject: RE: Please see the attached correspondence

Lara,

I have re-read your email and urge you not to interfere with my clients' credit relationships. If you do so, we have been instructed that our clients intend to pursue their remedies to the fullest extent of the law. We will research the issue. If you have authority, please provide it now. Please cease and desist from any contact that might interfere with my client's contractual relationships.

Best,

marty

Martin P. Russo, Esq.
GUSRAE KAPLAN BRUNO & NUSBAUM PLLC
120 Wall Street, 11th Floor
New York, New York 10005
(212) 269-1400
www.gkblaw.com

From: Mehraban, Lara [mailto:MehrabanL@sec.gov]
Sent: Wednesday, September 01, 2010 4:47 PM
To: Martin P. Russo; acohen@gkblaw.com
Cc: Stoelting, David; McGrath, Kevin
Subject: RE: Please see the attached correspondence

Marty:

Paragraph XIV of the TRO (and paragraph VII of the PI Order) specifically prohibit defendants from encumbering their assets. The purpose of these orders with respect to the assets of McGinn and Smith is to preserve the status quo for the benefit of investors. By incurring without court approval credit card debt (that includes significant interest charges and other fees), Smith and McGinn are encumbering their assets. They are also creating creditors that did not exist as of April 20, 2010 as they have no current ability to pay these debts.

Please confirm that your clients will immediately cease making charges on all of their credit cards, and inform us how they intend to pay from assets not subject to the asset freeze all charges made on their credit cards after the April 20 order was signed (including all interest and expenses associated with these charges). If this issue is not resolved, we will be compelled to take appropriate action, including sending copies of the PI Order to the credit card companies directly.

Regards,
Lara

Lara Shalov Mehraban
U.S. Securities and Exchange Commission

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From: Martin P. Russo [mailto:mrusso@gkblaw.com]
Sent: Wednesday, September 01, 2010 3:27 PM
To: Mehraban, Lara; Stoelting, David; McGrath, Kevin
Cc: Alison Cohen; mkaplan@gkblaw.com
Subject: RE: Please see the attached correspondence

Lara,

Please send us copies of the subpoenas you issued and the documents received. We never received copies of the subpoenas. Were they served on predecessor counsel? Were the subpoenas issued pursuant to rule 45? If so, you were obligated to provide us with a copy at the time of service. Please advise.

We will evaluate your request, but believe upon first blush that credit or loans would not be subject to a freeze order.

Best,

Marty

Martin P. Russo, Esq.
GUSRAE KAPLAN BRUNO & NUSBAUM PLLC
120 Wall Street, 11th Floor
New York, New York 10005
(212) 269-1400
www.gkblaw.com

From: Mehraban, Lara [mailto:MehrabanL@sec.gov]
Sent: Wednesday, September 01, 2010 3:01 PM
To: mrusso@gkblaw.com; acohen@gkblaw.com
Cc: Stoelting, David; McGrath, Kevin
Subject: Please see the attached correspondence

<<9.1.10 ltr.PDF>>

Lara Shalov Mehraban
U.S. Securities and Exchange Commission
New York Regional Office
Three World Financial Center
Suite 400
New York, NY 10281-1022
tel. 212.336.0591
fax 212.336.1348

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Exhibit 8

**REDLINE COMPARING PARAGRAPH VII
OF PI ORDER WITH PROPOSED ORDER**

VII.

IT IS FURTHER ORDERED that, pending a final disposition of except as otherwise ordered by this action, the Court, Defendants McGinn, Smith, and the MS Entities (as defined in the Order dated July 22, 2010) and Defendant/Relief Defendant Lynn Smith, and each of their financial and brokerage institutions, officers, agents, servants, employees, attorneys-in-fact, and those persons in active concert or participation with them who receive actual notice of this Order by personal service, facsimile service or otherwise, and each of them, hold and retain within their control, and otherwise prevent, any withdrawal, transfer, pledge, encumbrance, assignment, dissipation, concealment or other disposal (including incurring charges or cash advances on any debit or credit card or other credit arrangements) of any assets, funds, or other property (including money, real or personal property, securities, commodities, choses in action or other property of any kind whatsoever) of, held by, or under the direct or indirect control of the Defendants McGinn, Smith and the MS Entities or Defendant/Relief Defendant, including but not limited to, the MS Entities Lynn Smith, whether held in any of their names or for any of their direct or indirect beneficial interest wherever situated, in whatever form such assets may presently exist and wherever located within the territorial jurisdiction of the United States courts, and directing each of the financial or brokerage institutions, debtors and bailees, or any other person or entity holding such assets, funds or other property of the Defendants and McGinn, Smith or MS Entities, or Defendant/Relief Defendant Lynn Smith to hold or retain within its, his or her control and prohibit the withdrawal, removal, transfer or other disposal (including incurring charges or cash advances on any debit or credit card or other credit arrangements) of any such assets, funds or other properties including but not limited to, all assets, funds, or other

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properties held in the accounts listed on Exhibit B of the PJ Order, as well as all real property owned directly or indirectly by the MS Entities.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

10 Civ. 457 (GLS/DRH)

McGINN, SMITH & CO., INC.,
McGINN, SMITH ADVISORS, LLC,
McGINN, SMITH CAPITAL HOLDINGS CORP.,
FIRST ADVISORY INCOME NOTES, LLC,
FIRST EXCELSIOR INCOME NOTES, LLC,
FIRST INDEPENDENT INCOME NOTES, LLC,
THIRD ALBANY INCOME NOTES, LLC,
TIMOTHY M. MCGINN, DAVID L. SMITH,
LYNN A. SMITH, DAVID M. WOJESKI, Trustee of
the David L. and Lynn A. Smith Irrevocable
Trust U/A 8/04/04, GEOFFREY R. SMITH,
LAUREN T. SMITH, and NANCY MCGINN,

Defendants,

LYNN A. SMITH, and
NANCY MCGINN,

Relief Defendants, and

DAVID M. WOJESKI, Trustee of the
David L. and Lynn A. Smith Irrevocable
Trust U/A 8/04/04,

Intervenor.

ORDER

The Commission having filed the Complaint on April 20, 2010; and the Commission that same day having filed an Order to Show Cause seeking emergency relief; and the Court having entered an Order dated April 20, 2010 (the "April 20 Order") granting a temporary restraining order; asset freeze and other relief against defendants and relief defendant.

The Court having conducted a hearing on Plaintiff's Motion for a Preliminary Injunction

motion on June 9 to 11, 2010.

The Court having entered the Preliminary Injunction Order on July 22, 2010 (the “PI Order”).

The Commission having filed an Amended Complaint on August 2, 2010 seeking relief against additional defendants and relief defendants and adding an eighth claim for relief for fraudulent conveyance.

The Court has considered: (1) the Memorandum of Law in Support of the Commission’s Motion for an Amendment to the PI Oder, dated September 20, 2010; (2) the Declaration of Lara Shalov Mehraban in Support of the Commission’s Motion, executed on September 20, 2010, and the Exhibits thereto; and (3) all prior proceedings herein.

Based on the foregoing, the Court finds that a proper showing, as required by Section 20(b) of the Securities Act of 1933 (“Securities Act”) and Section 21(d) of the Securities Exchange Act of 1934 (“Exchange Act”) has been made for the relief granted herein.

It appears that Defendants David L. Smith (“Smith”), Timothy McGinn (“McGinn”) and Defendant/Relief Defendant Lynn A. Smith (“Lynn Smith”) may attempt by using credit or debit cards to encumber, dissipate or deplete funds that could be subject to an order of disgorgement. It appears that an amended order, as specified herein, is necessary to protect this Court’s ability to award equitable relief in the form of disgorgement of illegal profits, and to preserve the Court’s ability to approve a fair distribution for victims of the fraud.

NOW, THEREFORE,

I.

IT IS ORDERED that, Paragraph VII of the PI Order is hereby amended to provide as follows:

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, Defendants McGinn, Smith, and the MS Entities (as defined in the Order dated July 22, 2010) and Defendant/Relief Defendant Lynn Smith, and each of their financial and brokerage institutions, officers, agents, servants, employees, attorneys-in-fact, and those persons in active concert or participation with them who receive actual notice of this Order by personal service, facsimile service or otherwise, and each of them, hold and retain within their control, and otherwise prevent, any withdrawal, transfer, pledge, encumbrance, assignment, dissipation, concealment or other disposal (including incurring charges or cash advances on any debit or credit card or other credit arrangements) of any assets, funds, or other property (including money, real or personal property, securities, commodities, choses in action or other property of any kind whatsoever) of, held by, or under the direct or indirect control of the Defendants McGinn, Smith and the MS Entities or Defendant/Relief Defendant Lynn Smith, whether held in any of their names or for any of their direct or indirect beneficial interest wherever situated, in whatever form such assets may presently exist and wherever located within the territorial jurisdiction of the United States courts, and directing each of the financial or brokerage institutions, debtors and bailees, or any other person or entity holding such assets, funds or other property of Defendants McGinn, Smith or MS Entities, or Defendant/Relief Defendant Lynn Smith to hold or retain within its, his or her control and prohibit the withdrawal, removal, transfer or other disposal (including incurring charges or cash advances on any debit or credit card or other credit arrangements) of any such assets, funds or other properties including but not limited to, all assets, funds, or other properties held in the accounts listed on Exhibit B of the PI Order, as well as all real property owned directly or indirectly by the MS Entities.

II.

IT IS FURTHER ORDERED that Defendants McGinn and Smith and Defendant/Relief Defendant Lynn Smith provide a verified statement of income and expenses, and assets acquired and liabilities incurred since the April 20 Order within five business days of receipt of this Order, and monthly hereafter within five business days of the end of each month.

III.

IT IS FURTHER ORDERED that, except for paragraph VII, all paragraphs of the PI Order remain in full force and effect, and this Order shall be, and is, binding upon the Defendants and Relief Defendants and each of their respective officers, agents, servants, employees, attorneys-in-fact, subsidiaries, affiliates and those persons in active concert or participation with them who receive actual notice of this Order by personal service, facsimile service, or otherwise.

Dated: _____, 2010
Albany, New York

UNITED STATES MAGISTRATE JUDGE