

PENGAD 800-631-6688
EXHIBIT
370
11/16/14 'DS

PRIVATE ANNUITY CONTRACT

BETWEEN

DAVID L. SMITH & LYNN A. SMITH, AS TRANSFERORS

AND

THE DAVID L. & LYNN A. SMITH IRREVOCABLE TRUST

U/A DATED AUGUST 31, 2004, TRANSFEREE

CONTRACT TERMS

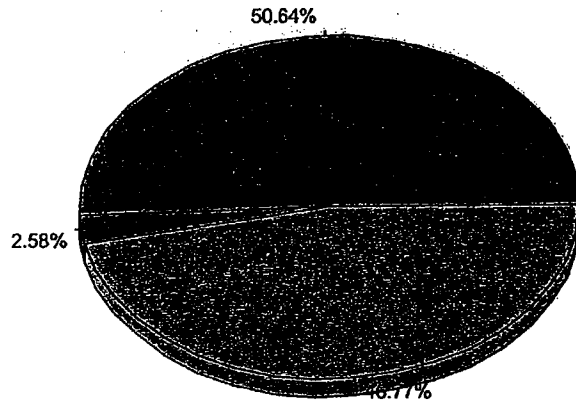
Effective Date: August 31, 2004
First Payment Date: September 26, 2015
Term of Contract: Last to Die of Transferors
Face Amount: \$4,447,000
Periodic Payment: \$489,932
Annuity Interest Rate: 4.6%

Transfer Date: 8/2004
\$7520 Rate: 4.60%
FMV of Property: \$7,399,346
Client's Basis: \$387,500
Payment Period: Annual
Payment Timing: End
Number of Annuitants: 2
Age(s): 58, 59

Annuity Factor: 15.1028
Payout Frequency Factor: 1.0000
Annual Payout: \$489,932

Joint Life Expectancy: 31.1 Years
Reg. 1.72-5(a)(2) Life Exp. Adj. Factor: -0.5
Tax-Free Portion: \$12,663
Capital Gain Portion: \$229,145
Ordinary Income Portion: \$248,123

Tax Breakdown of Payments to Seller



Ordinary Income 50.64% Tax-Free 2.58% Capital Gain 46.77%

PRIVATE ANNUITY AGREEMENT

This Agreement is made as of this 31st day of August, 2004, among David L. Smith (Date of Birth: March 26, 1945) and Lynn A. Smith (Date of Birth: September 20, 1946) (the "Transferors"), residing at ^{REDACTED} Saratoga Springs, New York 12866, and the David L. & Lynn A. Smith Irrevocable Trust U/A Dated August 15, 2004 (the "Transferee"), with offices at 6 Eastman Road, Andover, Massachusetts 01810-4009.

Recitals

A. The Transferors are the owners of 100,000 shares of stock (the "Property") of Charter One Financial, Inc. and the Transferors desire to sell the Property to the Transferee to be relieved of the burden and risk associated with owning and managing the Property in order to receive investment income and a portion of the principal on a regular basis; and

B. The Transferors are willing to sell, assign and convey the Property to the Transferee, provided that the Transferee agrees to pay the Transferors certain regular sums as hereinafter set forth regardless of the amount of income or return the Transferee receives from the Property and the Transferee is willing to accept the Property and to assume ownership and management of the Property; and

C. Transferee agrees to annuitize the value of the Property in the belief that the transaction will result in a net gain, after payment of the obligations hereunder to the Transferors, for the Transferee and its beneficiaries, although the Transferors and the Transferee are aware and acknowledge that there are no guarantees that the annuity obligations can be met;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises of the parties set forth below, it is agreed as follows:

1. The Transferors hereby sell, assign and convey to the Transferee all right, title and interest in and to the Property. The Transferors and Transferee shall execute and deliver such documents and instruments to effectuate the foregoing sale, assignment and conveyance.

2. Transferee, in consideration of the sale, assignment and conveyance of the Property, hereby agrees to pay or cause to be paid to the Transferors the sum of \$489,932 per year, commencing on September 26, 2015, and shall continue on the 26th day of each September thereafter for and during the full term of the natural life of the last to die of the Transferors. Said payments are based on an annuity interest rate of 4.6%, per annum. At the death of the last to die of the Transferors, the Transferee shall cease making payments, and there shall be no further sums owned to the Transferors, or to the estate of either Transferor. In the event any payment under this Agreement is not made within ten (10) days of the date due, a late payment penalty of four percent (4%) of the amount past due shall be added to the amount owing and shall be payable by the Transferee.

3. Transferee shall hold full title to the Property, free and clear of all liens and encumbrances, and there shall be no collateral liens of any kind on the Property or any other assets of the Transferee to secure payment of the obligations to the Transferors under this Agreement.

4. If the Transferors request to sever the joint nature of the annuity provided by this Agreement, the Transferee, in its discretion, shall create two (2) separate annuities, one for each Transferor payable to each Transferor until the death of such Transferor. The Transferee shall recalculate the annuity payments based upon a sum of one-half of any unpaid balance then owing under this Agreement. The Transferee shall use the same rate of interest and the same annuity factors to recalculate the annuities that are used in this Agreement and the Transferee shall use the separate life expectancies of each Transferor. Transferee shall further attempt, as far as possible, to conform each annuity with existing tax laws and rulings for the best tax treatment for each Transferor and the Transferee. The Transferors shall equally bear the cost associated with severing the annuity hereunder and creating separate annuities.

5. It is an express term and condition of this Agreement that the rights of, income or amounts payable hereunder to the Transferors shall not be subject to assignment, pledge, hypothecation, mortgage, pledge, attachment, execution, judgment, garnishment, anticipation or other disposition or impairment.

6. (a) Neither party shall be responsible for breach of any of its obligations hereunder caused by "Force Majeure" or acts of God, such as, but not limited to, insurrection, fire, flood, strikes, lockouts, accident or labor unrest.

(b) All notices and demands upon the parties hereto permitted or required to be given hereunder shall be in writing and shall be deemed to have been duly and sufficiently given if delivered personally, sent by registered or certified mail, return receipt requested, in a properly stamped envelope addressed as set forth above.

(c) The captions contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(d) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which will be considered one and the same instrument.

(e) Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and assigns.

(f) The interpretation, validity and performance of this Agreement shall be governed by the laws of the State of New York.

(g) The invalidity or unenforceability of any particular provision or provisions of this Agreement shall not affect the other provisions hereof and in the event any particular provision or provisions are determined to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.


(h) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral.

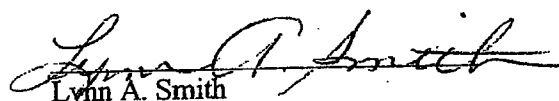
(i) This Agreement may not be modified or amended except in a writing signed

by each of the parties hereto.

(j) No waiver by either party of any condition or the breach of any covenant or provision contained herein, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such condition or breach of any other provision hereof, and the failure of either party to require performance of any provision hereof shall not affect the right of that party to enforce the same.

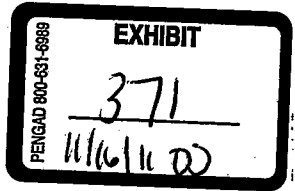
In Witness Whereof, this agreement has been signed as of the date first set forth above.


David L. Smith


Lynn A. Smith

The David L. & Lynn A. Smith Irrevocable
Trust U/A Dated August 4, 2004

By: _____
Thomas Urbelis, Trustee



4:12 PM
11/11/10
Accrual Basis

David & Lynn Smith Irrevocable Trust
Transaction Detail by Account
All Transactions

Type	Date	Num	Name	Memo	Clr	Amount
Kinderhook checking						
General Journal	7/23/2010				X	50,000.00
Check	7/26/2010	91	Wojeski & Company CPAs, P.C.	sneeringer reimbursement	X	-5,775.50
Check	7/26/2010	92	Wojeski & Company CPAs, P.C.		X	-8,098.50
Check	7/31/2010	1001	The Dunn Law Firm, PLLC			-5,355.00
Total Kinderhook checking						30,771.00
Kinderhook savings						
Check	7/22/2010	wire	Kinderhook Bank		X	2,000,000.00
General Journal	7/23/2010				X	-50,000.00
Check	7/23/2010	wire	Lynn Smith		X	-449,878.00
Check	7/31/2010			Service Charge	X	-25.00
Deposit	7/31/2010			Interest	X	522.85
Deposit	8/31/2010			Interest	X	2,093.24
Deposit	9/30/2010			Interest	X	1,903.23
Deposit	10/31/2010			Interest	X	1,842.08
Total Kinderhook savings						1,505,458.40
RMR Cash						
General Journal	12/31/2009				X	2,736,348.20
General Journal	1/31/2010				X	148.75
General Journal	2/28/2010				X	326.54
General Journal	3/31/2010				X	4,876.52
General Journal	4/30/2010				X	9,481.18
General Journal	4/30/2010				X	-95,000.00
General Journal	4/30/2010				X	-15.00
General Journal	4/30/2010				X	326.62
General Journal	5/31/2010				X	24.09
Check	7/9/2010	wire	The Dunn Law Firm, PLLC		X	-95,741.40
Check	7/12/2010	wire	Geoffrey Smith		X	-95,500.00
Check	7/12/2010	wire	Lauren Smith		X	-83,000.00
Check	7/16/2010	wire	Geoffrey Smith		X	-200,000.00
Check	7/22/2010	wire	Kinderhook Bank		X	-2,000,000.00
General Journal	7/31/2010				X	95.18
General Journal	8/31/2010					296.58
General Journal	9/30/2010					1.49
General Journal	10/31/2010					154.54
Total RMR Cash						181,823.29
Cash held by the Receiver						
General Journal	6/15/2010			1st qtr distribution		126,440.87
General Journal	9/15/2010			2nd qtr distribution		46,485.63
Total Cash held by the Receiver						172,926.50
Investments						
Pine Street Capital						
General Journal	12/31/2009					465,472.46
General Journal	6/15/2010			1st qtr distribution		-126,440.87
General Journal	9/15/2010			2nd qtr distribution		-46,485.63
General Journal	9/30/2010					28,508.41
Total Pine Street Capital						321,054.37
RMR Other Securities						
General Journal	12/31/2009					17,480.00
General Journal	1/31/2010					2,432.00
General Journal	2/28/2010					342.00
General Journal	3/31/2010					2,052.00
General Journal	4/30/2010					456.00
General Journal	5/31/2010					-1,862.00
General Journal	6/30/2010					-38.00
General Journal	7/31/2010					-38.00
General Journal	8/31/2010					1,026.00
General Journal	9/30/2010					4,104.00
General Journal	10/31/2010					-114.00
Total RMR Other Securities						25,840.00

4:12 PM
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David & Lynn Smith Irrevocable Trust
 Transaction Detail by Account
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Type	Date	Num	Name	Memo	Clr	Amount
RMR Securities						
General Journal	12/31/2009					385,146.50
General Journal	1/31/2010					-13,580.18
General Journal	2/28/2010					3,445.90
General Journal	3/31/2010					-4,846.23
General Journal	3/31/2010					31,081.81
General Journal	4/30/2010					-7,967.18
General Journal	5/31/2010					-37,943.40
General Journal	6/30/2010					-26,860.94
General Journal	7/31/2010					12,385.16
General Journal	8/31/2010					-38,251.48
General Journal	9/30/2010					15,084.26
General Journal	10/31/2010					21,305.18
Total RMR Securities						338,999.40
Total Investments						685,893.77
Broadalbn Property						
Check	7/12/2010	wire	Geoffrey Smith	deposit on land		75,000.00
Check	7/12/2010	wire	Lauren Smith	deposit		75,000.00
Check	7/23/2010	wire	Lynn Smith	seller expenses		-2,415.00
Check	7/23/2010	wire	Lynn Smith			450,000.00
Check	7/26/2010	91	Wojeski & Company CPAs, P.C.	title		2,694.00
Check	7/26/2010	91	Wojeski & Company CPAs, P.C.	recording fees		666.50
Check	7/26/2010	91	Wojeski & Company CPAs, P.C.	seller expense		2,415.00
Total Broadalbn Property						603,360.50
Investments - Private						
Capacity One Management, LLC						
Check	7/16/2010	wire	Geoffrey Smith	wouldnt wire to the llc		200,000.00
Total Capacity One Management, LLC						200,000.00
Total Investments - Private						200,000.00
Accounts Payable						
Bill	7/31/2010		Wojeski & Company CPAs, P.C.			-5,602.50
Total Accounts Payable						-5,602.50
Trust Equity						
General Journal	12/31/2009					-3,604,447.16
Total Trust Equity						-3,604,447.16
Dividend income						
General Journal	1/31/2010					-136.00
General Journal	2/28/2010					-295.04
General Journal	4/30/2010					-153.00
General Journal	5/31/2010					-295.04
General Journal	7/31/2010					-153.00
General Journal	8/31/2010					-295.04
General Journal	10/31/2010					-153.00
Total Dividend income						-1,480.12
Interest income						
General Journal	1/31/2010					-12.75
General Journal	2/28/2010					-31.50
General Journal	3/31/2010					-30.29
General Journal	4/30/2010					-31.05
General Journal	5/31/2010					-31.58
General Journal	6/30/2010					-24.09
Deposit	7/31/2010			Interest		-522.85
General Journal	7/31/2010					-17.18
Deposit	8/31/2010			Interest		-2,093.24
General Journal	8/31/2010					-1.54
Deposit	9/30/2010			Interest		-1,903.23
General Journal	9/30/2010					-1.49

4:12 PM

11/11/10

Accrual Basis

David & Lynn Smith Irrevocable Trust
Transaction Detail by Account
 All Transactions

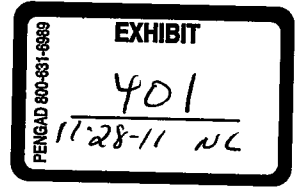
Type	Date	Num	Name	Memo	Clr	Amount
General Journal	10/31/2010					-1.54
Deposit	10/31/2010			Interest		-1,842.08
Total Interest income						-6,544.41
Realized Gain (loss)						
Short term						
General Journal	5/31/2010			call option		-4,846.23
Total Short term						-4,846.23
Total Realized Gain (loss)						-4,846.23
Bank and wire fees						
General Journal	4/30/2010					15.00
Check	7/31/2010			Service Charge		25.00
General Journal	7/31/2010					75.00
Total Bank and wire fees						115.00
Legal Fees						
Check	7/9/2010	wire	The Dunn Law Firm, PLLC	daleo 14,750		95,741.40
Check	7/31/2010	1001	The Dunn Law Firm, PLLC			5,355.00
Total Legal Fees						101,096.40
Property taxes						
Check	7/23/2010	wire	Lynn Smith			2,293.00
Total Property taxes						2,293.00
Trustee fees						
Check	7/26/2010	92	Wojeski & Company CPAs, P.C.			8,098.50
Bill	7/31/2010		Wojeski & Company CPAs, P.C.			5,602.50
Total Trustee fees						13,701.00
Pine Street Capital distributio						
General Journal	4/30/2010					-9,297.13
Total Pine Street Capital distributio						-9,297.13
Unrealized gain (loss)						
General Journal	1/31/2010					13,580.18
General Journal	1/31/2010					-2,432.00
General Journal	2/28/2010					-3,445.90
General Journal	2/28/2010					-342.00
General Journal	3/31/2010					-31,081.81
General Journal	3/31/2010					-2,052.00
General Journal	4/30/2010					7,967.18
General Journal	4/30/2010					-456.00
General Journal	5/31/2010					38,293.40
General Journal	5/31/2010					1,862.00
General Journal	5/31/2010					4,496.23
General Journal	6/30/2010					26,860.94
General Journal	6/30/2010					38.00
General Journal	7/31/2010					-12,395.16
General Journal	7/31/2010					38.00
General Journal	8/31/2010					38,251.48
General Journal	8/31/2010					-1,026.00
General Journal	9/30/2010					-15,084.26
General Journal	9/30/2010					-4,104.00
General Journal	9/30/2010					-28,506.41
General Journal	10/31/2010					-21,305.18
General Journal	10/31/2010					114.00
Total Unrealized gain (loss)						9,278.69
Distributions						
Geoff						
General Journal	4/30/2010					95,600.00
Check	7/12/2010	wire	Geoffrey Smith	health ins, credit card, living		21,500.00
Total Geoff						116,500.00

4:12 PM
11/11/10
Accrual Basis

David & Lynn Smith Irrevocable Trust
Transaction Detail by Account
All Transactions

Type	Date	Num	Name	Memo	Clr	Amount
Lauren						
Check	7/12/2010	wire	Lauren Smith	lease deposit, credit cards		8,000.00
Total Lauren						8,000.00
Total Distributions						124,500.00
TOTAL						8.00

From: "McGinn, Timothy" <tmmcginn@mcginnsmith.com>
To: "Bonnie Sindel" <bonnie.sindel@coldwellbankerprime.com>
Cc:
Bcc:
Date: Wed, 11 Nov 2009 06:47:59 PM
Subject: Re: Real Estate information for Niskayuna
Attachments:



Bonnie,

I have put in approx \$235,000 since I bot the house. Kitchen, pool, fancy deck and 3 season enclosure, fireplace, closets, landscaping, etc.

Thanks,

Tim

Sent from my iPhone

On Nov 11, 2009, at 5:39 PM, "Bonnie Sindel" <bonnie.sindel@coldwellbankerprime.com> wrote:

Hi Tim

No problem I will have something to you by Friday at the latest. Have you made any major improvements to your home since you purchased in 2003? If so let me know as it will help when I'm identifying the best comparable sales.

Thank you,
Bonnie Sindel
Licensed Real Estate Salesperson, Coldwell Banker Prime Properties
Phone (518) 640-4312
Fax (518) 370-4800
Email: bonnie.sindel@coldwellbankerprime.com

"Dedicated to Providing You Excellent Real Estate Customer Service!"

From: McGinn, Timothy
Sent: Wednesday, November 11, 2009 4:52 PM
To: Bonnie Sindel
Subject: Re: Real Estate information for Niskayuna

Please send via email.

Sent from my iPhone

On Nov 11, 2009, at 4:44 PM, "Bonnie Sindel" <bonnie.sindel@coldwellbankerprime.com> wrote:

Hi Tim

Thanks for taking my call today. Would you prefer I send the information we discussed through email or regular mail? Brian mentioned you are in Florida so I would be happy to send wherever is most convenient for you.

Best Regards,

Bonnie Sindel
Licensed Real Estate Salesperson, Coldwell Banker Prime Properties
Phone (518) 640-4312
Fax (518) 370-4800
Email: bonnie.sindel@coldwellbankerprime.com

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Coldwell Banker Prime Properties
www.ColdwellBankerPrime.com

"We never stop moving"

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.425 / Virus Database: 270.14.60/2496 - Release Date: 11/11/09 07:40:00

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www.ColdwellBankerPrime.com

"We never stop moving"

From: "Bonnie Sindel" <bonnie.sindel@coldwellbankerprime.com>
To: "Tim McGinn" <mcginnt@mcginnsmith.com>
Cc:
Bcc:
Date: Thu, 12 Nov 2009 01:23:57 PM
Subject: Niskayuna Real Estate
Attachments:

Hi Tim,

After looking at your home on the MLS and a drive by, it's undoubtedly a spectacular home. I welcome the opportunity to provide you with information on the Niskayuna market.

A snapshot of the over \$600,000 market:

1) Currently there are 10 active homes listed in Niskayuna over \$600,000 with the average list price of \$795,686. There are 7 resale homes and 3 new construction. Many of the active sales have been on a long time (2007) and relisted with lower prices (see my notes on the actual listings)

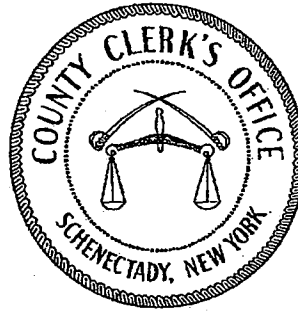
2) There is only one pending over \$600,000 at 1250 Milton Keynes Drive listed at \$674,950.

3) During 2009 - 6 closed sales \$500,000 and up with the highest sale price at \$600,000, average sales price \$583,583

A few challenges will include days on market and a net profit over and above what you paid plus your improvements. We have to satisfy the seller, buyer and appraiser and all sources will be looking at the same information

Schenectady County Endorsement Page

JOHN J. WOODWARD
Schenectady County Clerk
620 State Street
Schenectady, NY 12305



Document Type Deed

From Party M. Hinn

To Party M. Hinn

RETURN TO _____

RECORDED
11/05/2009 11:34:33 AM
County Clerk
JOHN J. WOODWARD
SCHENECTADY COUNTY, NY

Book/Page: DEED/1810/323
Total Pages: 3

Receipt No: 540460
Doc No: 2009-3891
Inst No: 200946447

NY LAND SUR \$4.75
NY E & A FEES \$116.00
NY LAND COMP SUR \$14.25
CO GENERAL REVENUE \$26.30
CO LAND SUR \$0.25
CO E & A FEES \$9.00
CO LAND COMP SUR \$0.75
TOTAL PAID \$171.00
INV: 560660 USER: EMS

RECEIVED
\$ 0.00
REAL ESTATE
NOV 05, 2009
SCHENECTADY COUNTY
1064

Visit our Webpage:
Schenectadycountyclerk.com

NOTICE: This endorsement page constitutes the Clerk's endorsement in accordance with Local Law #7 of 1996-DO NOT DETACH-This page becomes part of the document. Upon recording, this document becomes a public record-Please refrain from using personal identifying information that should not be disclosed to the public.

EXHIBIT
402
11-28-11 NL
PENGAD 900-681-6888

Record Return to
Joseph B Carr
99 Pine St. 5th floor
Albany, NY 12207

**QUITCLAIM DEED
(INDIVIDUAL OR CORPORATION)**

STANDARD NYBTU FORM 8009

**CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN
ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND
PURCHASER BEFORE SIGNING.**

THIS INDENTURE, made the 19th day of October, 2009,

between REDACTED
Timothy M. McGinn, residing a Niskayuna, New York, party
of the first part, and

REDACTED
Nancy McGinn, residing at Niskayuna, New York, party of the
second part,

WITNESSETH, that the party of the first part, in consideration of one and
00/100 dollars, lawful money of the United States, paid by the party of the second
part, does hereby remise, release and quitclaim unto the party of the second part, the
heirs or successors and assigns of the party of the second part forever,

*ALL THAT PIECE OR PARCEL OF LAND, situate, lying and being in the Town of
Niskayuna, County of Schenectady and State of New York, being shown and designated as Lot 26 on
Port Huron Drive on a map entitled "Phase 2, Edison Woods", made by C.T. Male Associates, P.C.,
dated January 3, 1996, last revised August 11, 1993, and filed in the Schenectady County Clerk's Office
on October 24, 1994, in Plat Cabinet 1 as Map Nos. 372 and 373.*

BEING the same premises conveyed to the party of the first part by National
Residential Nominee Services, Inc. by deed dated June 16, 2003 and recorded in the
Schenectady County Clerk's office on September 3, 2003 in Book 1659 of Deeds at
REDACT as document number REDACTE.

TOGETHER with all right, title and interest, if any, of the party of the first
part in and to any streets and roads abutting the above described premises to the
center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party
of the first part in and to said premises,

N
SEC 40.12
TAX MAP IDENT. 10.
48

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

The consideration for this conveyance is less than \$100.00.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.


IN PRESENCE OF:


Timothy M. McGinn

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

RECORDED
11/05/2009 11:36:33 AM
County Clerk
JOHN J. HOBBAARD
SCHENECTADY COUNTY, NY

On the ^{17th} ~~17th~~ day of ^{Sept} ~~September~~, 2009, before me, the undersigned, personally appeared Timothy M. McGinn personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC
JOSEPH B. CARR
Notary Public, State of New York
Qualified In Albany County
No. 02CA6088208
Commission Expires March 3, 2011

Joseph B Carr
Joseph B Carr, Esq
99 Ave St., 5th Floor
Albany, NY 12207

TRANSFERS TO NANCY MCGINN

DATE	TRANSACTION TYPE	CHECK #	SOURCE ACCOUNT	SOURCE ACCOUNT NUMBER	BANK	FUNDS TO NANCY MCGINN	NANCY MCGINN'S ACCOUNT NUMBER	NANCY MCGINN'S BANK	DESCRIPTION
10/29/2003	Check	1330	Timothy McGinn	4143	M&T Bank	(1,200.00)	REDACT 3180	SEFCU	Payable to Nancy Laustrup
11/25/2003	Check	1336	Timothy McGinn	4143	M&T Bank	(2,750.00)	REDACT 3180	SEFCU	Payable to Nancy Laustrup
12/10/2003	Check	6579	Timothy McGinn	9504	M&T Bank	(1,000.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
2/11/2004	Check	1360	Timothy McGinn	4143	M&T Bank	(700.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
4/21/2004	Check	6734	Timothy McGinn	9504	M&T Bank	(1,800.00)	RE NA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
5/25/2004	Check	6784	Timothy McGinn	9504	M&T Bank	(2,000.00)	RE NA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
6/18/2004	Check	6813	Timothy McGinn	9504	M&T Bank	(2,100.00)	RE NA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
8/5/2004	Check	6878	Timothy McGinn	9504	M&T Bank	(2,000.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
8/30/2004	Check	6958	Timothy McGinn	9504	M&T Bank	(2,000.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
9/30/2004	Check	7014	Timothy McGinn	9504	M&T Bank	(2,000.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
11/2/2004	Check	7051	Timothy McGinn	9504	M&T Bank	(1,670.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
12/3/2004	Check	7084	Timothy McGinn	9504	M&T Bank	(1,350.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
1/4/2005	Check	7157	Timothy McGinn	9504	M&T Bank	(1,500.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
2/1/2005	Check	7201	Timothy McGinn	9504	M&T Bank	(1,200.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
3/3/2005	Check	7240	Timothy McGinn	9504	M&T Bank	(1,500.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; memo says NL
4/4/2005	Check	7290	Timothy McGinn	9504	M&T Bank	(1,200.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
10/3/2005	Check	7541	Timothy McGinn	9504	M&T Bank	(5,094.72)	RE DA 3180	SEFCU	Check was written to SEFCU, however, was endorsed with RE 3180, same account number as Nancy McGinn's.
12/29/2005	Check	7681	Timothy McGinn	9504	M&T Bank	(850.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; RE 3180 under endorsement
1/20/2006	Check	7719	Timothy McGinn	9504	M&T Bank	(1,000.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup; Memo says Kiss + (something illegible).
2/27/2006	Check	7768	Timothy McGinn	9504	M&T Bank	(1,224.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup
4/28/2006	Wire Transfer		Timothy McGinn	9504	M&T Bank	(2,200.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup
6/27/2006	Check	7908	Timothy McGinn	9504	M&T Bank	(2,200.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup
7/14/2006	Check	7912	Timothy McGinn	9504	M&T Bank	(3,300.00)	RE DA 3180	SEFCU	Payable to Nancy Laustrup
6/4/2007	Wire Transfer		Timothy McGinn	9504	M&T Bank	(11,000.00)	RE DA 3180	SEFCU	Payable to Nancy McGinn
7/3/2008	Check	8796	Timothy McGinn	9504	M&T Bank	(286.00)	RE DA 3180	SEFCU	Payable to Nancy McGinn
10/28/2008	Check	8942	Timothy McGinn	9504	M&T Bank	(500.00)	RE DA 3180	SEFCU	Note illegible; something weekend.
2/3/2009	Check	1032	Timothy McGinn	42675	M&T Bank	(1,060.00)	RE DA 3180	SEFCU	Payable to Nancy E McGinn
3/11/2009	Check	1066	Timothy McGinn	42675	M&T Bank	(200.00)	RE DA 3180	SEFCU	Payable to Nancy E McGinn

PENGAD 800-631-6888
 EXHIBIT
 403
 11-28-11 NL

TRANSFERS TO NANCY MCGINN

DATE	TRANSACTION TYPE	CHECK #	SOURCE ACCOUNT	SOURCE ACCOUNT NUMBER	BANK	FUNDS TO NANCY MCGINN	NANCY MCGINN'S ACCOUNT NUMBER	NANCY MCGINN'S BANK	DESCRIPTION
3/25/2009	Check	1083	Timothy McGinn	REDACTED 42675	M&T Bank	(500.00)	REDACTED 7505	First National Bank of Scotia	Payable to Nancy E McGinn
4/15/2009	Check	1100	Timothy McGinn	42675	M&T Bank	(500.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
11/12/2009	Check	1296	Timothy McGinn	42675	M&T Bank	(500.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
12/15/2009	Check	1316	Timothy McGinn	42675	M&T Bank	(300.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
1/8/2010	Check	1331	Timothy McGinn	42675	M&T Bank	(250.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
2/17/2010	Check	1362	Timothy McGinn	42675	M&T Bank	(8,400.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
3/15/2010	Check	1384	Timothy McGinn	42675	M&T Bank	(350.00)	7505	First National Bank of Scotia	Payable to Nancy E McGinn
					Total	(65,684.72)			

David M. Wojeski

From: Lauren Smith (lola23071@yahoo.com)
Sent: Monday, July 12, 2010 2:11 PM
To: David M. Wojeski
Subject: Wire Instructions - Lauren Smith

Hi David,

below are the wiring instructions for my account and the amount of money that needs to be wired. Please let me know that you received this email and contact me if there are any problems. Thank you.

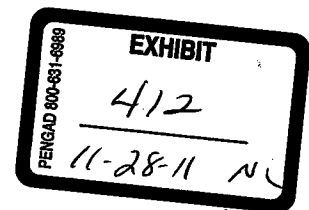
Name: Lauren T Smith
Bank: Wells Fargo, Aspen CO 81611
Account #: REDA 0373
Routing #: REDACT

Parents: \$75,000
Rent Security Deposit: \$1,800
Credit Card Debt: \$6,200

TOTAL = \$83,000

Thanks again,
Lauren Smith

7/12/2010



TR0000325

David M. Wojeski

From: Lauren Smith (lola2307 REDACTED)
Sent: Monday, July 12, 2010 2:11 PM
To: David M. Wojeski
Subject: Wire Instructions - Lauren Smith
Hi David,

below are the wiring instructions for my account and the amount of money that needs to be wired. Please let me know that you received this email and contact me if there are any problems. Thank you.

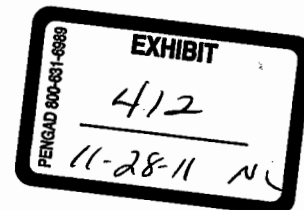
Name: Lauren T Smith
Bank: Wells Fargo, Aspen CO 81611
Account #: REDACTED 0373
Routing #: REDACTED 0248

Parents: \$75,000
Rent Security Deposit: REDACTED
Credit Card Debt: REDACTED

TOTAL = REDACTED

Thanks again,
Lauren Smith

7/12/2010



TR0000325

BEAR, STEARNS SECURITIES CORP.
 ONE METROTECH CENTER NORTH
 BROOKLYN, NEW YORK 11201-3258
 (212) 878-1000

427,522

PAGE 1 OF 1

PERIOD ENDING	ACCOUNT NUMBER	A.E. NO.	SOCIAL SECURITY OR I.D. NUMBER
09/25/92	REDACT	700	REDACTED
LAST STMT			
08/28/92			

IVAN A SMITH
 REDACTED
 CLERK FOR NY 12065-2728

BALANCE BY TYPE	CASH ACCOUNT	MARGIN ACCOUNT	INCOME ACCOUNT	SHORT ACCOUNT	OTHER TYPES OF ACCOUNTS	NET BALANCE (CALL TYPES)
OPEN BAL	.00	97,693.27DR	.00	.00	.00	97,693.27DR
CLOSE BAL	.00	95,712.97DR	.00	.00	.00	95,712.97DR
	MARGIN INTEREST	INTEREST EARNED	DIVIDENDS	BOND INTEREST	MUNICIPAL BOND INTEREST	TTL EQTY LAST MTH TTL EQTY THIS MTH
THIS MTH Y-T-D	519.61 4,229.79	.00 651.87	.00 4,800.00	.00 .00	.00 .00	69,807 588,374

TTL COMM MTD	.00
TTL COMM YTD	.00

TRANSACTIONS SETTLING THIS MONTH

ACT TYP	DATE M/D	TRANSACTION TYPE / QUANTITY	DESCRIPTION	PRICE OR ENTRY	AMOUNT	COMMISSION
1-1	0918	40688	PURCHASES/SALES & OTHER ADJUSTMENTS			
1-1	0921	-40688	ALBANK FINANCIAL CORP	RECEIVED JOURNAL		
2-9	0921	40688	ALBANK FINANCIAL CORP	JOURNAL		
2-9	0921	SOLD 50	INTRA ACCOUNT TRANSFER			
2-9	0921	50	ALBANK FINANCIAL CORP	1/2	2,499.91CR	
2-9	0921	50	INTRA ACCOUNT TRANSFER	EXPIRED		
2-9	0921	INTEREST	CALL UPJOHN CO OCT 035 CBOE EXP 10/17/1992			
2-9	0921	INTEREST	OPEN CONTRACT			
2-9	0921	INTEREST	CALL UPJOHN CO SEP 035 CBOE EXP 09/19/1992			
2-9	0921	INTEREST	DIVIDENDS AND INTEREST		340.51DR	
2-9	0921	INTEREST	INT FR 08/21 THRU09/09 6 1/4% BAL 97,693 AUBAL 98,068		179.10DR	
2-9	0921	INTEREST	INT FR 09/10 THRU09/20 6 1/4% BAL 97,693 AUBAL 97,693			

SECURITY POSITIONS IN YOUR ACCOUNT

ACT TYP	LONG	SHORT	DESCRIPTION	PRICE	MARKET VALUE	EST. ANNUAL INCOME RATE	INCOME AMOUNT
2-9	40688		ALBANK FINANCIAL CORP	12.750	518,772	1.480	7400
2-9	5000		UPJOHN CO	33.375	166,875		
2-9		50	CALL UPJOHN CO OCT 035 CBOE EXP 10/17/1992	.312	-1,560		
***** YOUR PRICED PORTFOLIO VALUE *****					684,087		7400
THERE ARE NO "STOP LOSS" ORDERS OR OTHER PENDING BUY OR SELL OPEN ORDERS ON FILE FOR YOUR ACCOUNT							

EXHIBIT
 443
 12-8-11 NL
 PENGAD 800-631-8869

Clarke American 0292

Union National Bank

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

Member FDIC

Receipt

Reference	Amount	Date
-----------	--------	------

045 1481013	REDACTE D	11/20/92 01 0
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FORM 40150

NO.

REDACTE

We have this day debited your account

03/16/92 REDACTED -219 *****351.000.00

OK # M REDACT ON ACCOUNT

Bear, Stearns Securities Corp.
2 Broadway
New York, NY 10004

PENGAD 800-881-8888

EXHIBIT

444

12-8-11 NL

MCGINN, SMITH & CO., INC.
 LOAN INTEREST
 OFFICER: David L. Smith

LOAN DATE	PAY DATE		PRINCIPAL		PAYMENT/ ADVANCE
03/23/92	04/06/92	0.12	150000.00	700.00	100000.00
04/07/92	05/08/92	0.12	50000.00	516.67	8000.00
05/09/92	06/02/92	0.12	42000.00	336.00	2000.00
06/03/92	06/30/92	0.12	40000.00	360.00	
				=====	
				1912.67	
07/01/92	07/17/92	0.12	41912.67	223.53	
Total Principal and Interest				42136.20	

1912.67
7/22/92 5000
35000

PENGAD 800-931-6988
 EXHIBIT
445
 128-11 WL

\$ 500,000.⁰⁰

Albany, N. Y., March 23, 1992

RECEIVED FROM David L Smith

five hundred thousand and ^{no}/₁₀₀ — Dollars,

For stock purchase
ALB. SAV. BK.

albany savings bank

MAR 23 1992
01201 V. K. L.

By Vicky Tolo
Authorized Signature

C-155 10M

Clarke American 0292

Union National Bank

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

Member FDIC

Receipt

Reference	Amount	Date
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035 11-3 207 REDACTE 173474.25 D

FORM 40160

EXHIBIT
446
12-8-11 NL



462
8233

March 27, 1992

David L. Smith
REDACTED
Clifton Park, NY 12065

Dear Subscriber:

We hereby acknowledge receipt on 03/23/92 of your order for 50000 shares at a price of \$10.00 per share, for a total payment of \$500000.00.

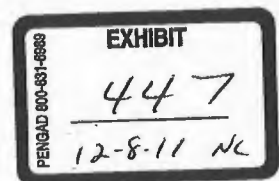
At this time, we cannot confirm the number of shares that will be issued to you. Such allocation will be made in accordance with the Plan of Conversion following completion of the Subscription offering and determination of the final price.

If you have any further questions please call our Conversion Center Hotline at (518)462-8233 or (800)252-4299.

Sincerely,

ALBANY SAVINGS BANK, FSB

117304





April 1, 1992

Reference 117304

David L. Smith
REDACTED
Clifton Park, NY 12065

Dear Charter Shareholder:

We appreciate your interest in the stock offering of ALBANK Financial Corporation. Due to the excellent response to our offering from account holders, the maximum number of shares to be issued to any individual subscriber has been reduced. Therefore, your subscription is 40688 shares. A check for the unfilled balance of your subscription and any interest is enclosed.

Your stock certificate will be issued within 5 business days of closing and mailed to you under separate cover.

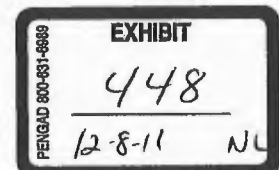
We are expecting to close our conversion on April 1st, after which time, trading will begin on NASDAQ under the symbol ALBK.

Thank you again for your interest and we welcome you as a shareholder in ALBANK Financial Corporation.

Sincerely,

A handwritten signature in dark ink, appearing to read 'HG Chorbajian', written in a cursive style.

Herbert G. Chorbajian
Chairman, President and
Chief Executive Officer





REFERENCE
ALBANK FINANCIAL CORPORATION
STOCK PURCHASE

TAXPAYER ID: REDACTED

TAX YEAR: 1992
INTEREST:
011730004

CHECK NUMBER 185988
AMOUNT

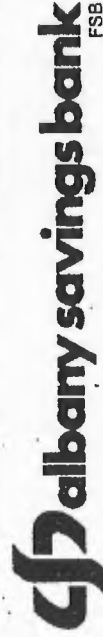
REFUND AMOUNT: 93120.00
INTEREST AMOUNT: 554.85

CHECK TOTAL: 93674.85

CHECK DATE: 03/31/92

554.85

DETACH AND RETAIN THIS STATEMENT. THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED ABOVE. IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.



PAY

***NINETY THREE THOUSAND SIX HUNDRED SEVENTY FOUR & 85/100 DOLLARS

TO THE ORDER OF

DAVID L. SMITH
REDACTED
CLIFTON PARK NY 12065

Signature: Tony Vg
Signature: David L. Smith
AUTHORIZED SIGNATURE

EXPENSE CHECK

DATE	CHECK NO.
03/31/92	185988

AMOUNT
***#93674.85

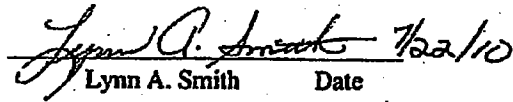
29-7009
2213

REDACTED

Indemnity and Hold Harmless Agreement

For valuable consideration, the receipt of which is hereby acknowledged, we, David L. Smith and Lynn A. Smith of REDACTED Saratoga Springs, New York, on behalf of ourselves and our heirs, devisees and assigns, jointly and severally hereby agree to release, indemnify, defend and hold harmless David Wojeski of REDACTED East Greenbush, New York, individually and as Trustee of the David L. Smith and Lynn A. Smith Irrevocable Trust dated August 4, 2004, of and from any and all claims, actions, compensation, obligations, tax assessments, liabilities, demands, contracts, agreements, judgments, at law and in equity, whether in existence now or which may accrue in the future, arising out of or related to the David L. Smith and Lynn A. Smith Irrevocable Trust dated August 2, 2004, including but not limited to, any financial transactions, investments, obligations or distributions, and the potential tax consequences thereof, relating to said Trust, its Donors and its beneficiaries, and any and all financial institutions, third parties and government or quasi-government authorities.


David L. Smith Date


Lynn A. Smith Date

