



CARLSON, CASPERS, VANDENBURGH & LINDQUIST  
INTELLECTUAL PROPERTY LITIGATION & COUNSELING

R.J. Zayed  
Direct Dial: 612-436-9643  
E-mail: rzayed@ccvl.com

March 11, 2011

***By Personal Service***

American Express Company  
CT Corporation System, Inc.  
100 South 5th Street, Ste. 1075  
Minneapolis, MN 55402

**Re: SEC v. Beckman, et al; Court File No.: 11-cv-574 (D. Minn.)**

Dear Sir or Madam:

This letter is to provide notice of Orders recently entered by the United States District Court for the District of Minnesota, the Honorable Michael J. Davis presiding, establishing a receivership in the above-referenced matter involving Jason Bo-Alan Beckman, The Oxford Private Client Group, LLC, Hollie Beckman, and various entities and assets controlled by them. Pleased find enclosed and served upon you copies of the following:

- (1) **Order Imposing Asset Freeze and Other Ancillary Relief and Setting Hearing on Motion for Preliminary Injunction** in case 11-cv-574 (MJD/FLN) (Docket No. 9), entered on March 8, 2011; and
- (2) **Order Appointing Receiver** in case 11-cv-574 (MJD/FLN) (Docket No. 10), entered on March 8, 2011.

These orders provide my authority in this matter. Specifically, the *Order Appointing Receiver* at section I.H. provides my subpoena authority. In conjunction with these Orders, please find enclosed and served upon you a subpoena for documents and things pertaining to Jason Bo-Alan Beckman, The Oxford Private Client Group, LLC, and Hollie Beckman. The subpoena also requests specific credit card statements relating to the Defendant and / or Relief-Defendant as defined in the enclosed Schedule A.

A Professional Corporation

American Express  
March 11, 2011  
Page 2

Please contact my colleague, Brent Elswick, at (612) 436-9667, if you have any questions regarding the foregoing. We appreciate your timely review and production.

Very truly yours,

A handwritten signature in black ink that reads "R.J. Zayed/BAE". The signature is written in a cursive, slightly slanted style.

R.J. Zayed  
*Receiver, USDC Minnesota*  
*No. 11-cv-574*

RJZ/BAE

Enclosures

AO 88B (Rev. 01/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises

**UNITED STATES DISTRICT COURT**  
for the  
District of Minnesota

United States Securities and Exchange Commission	)	
<i>Plaintiff</i>	)	
v.	)	Civil Action No. 11-cv-574
Jason Bo-Alan Beckman and The Oxford Private Client Group, LLC, and Hollie Beckman	)	
<i>Defendant</i>	)	(If the action is pending in another district, state where:

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES**

To: American Express Company, CT Corporation System, Inc.,  
100 South Fifth Street, Suite 1075, Minneapolis, Minnesota 55402

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

Please see the attached Schedule A detailing the documents and things requested by this subpoena.

Place: Carlson, Caspers, Vandeburgh & Lindquist 225 South Sixth Street, Suite 3200 Minneapolis, MN 55402	Date and Time:  03/21/2011 5:00 pm
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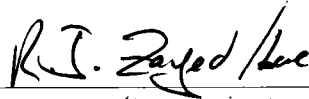
**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 03/11/2011

CLERK OF COURT

OR   
\_\_\_\_\_  
*Attorney's signature*

*Signature of Clerk or Deputy Clerk*

The name, address, e-mail, and telephone number of the attorney representing (name of party) \_\_\_\_\_

Representing the Receiver, USDC Minnesota; 11-cv-574, who issues or requests this subpoena, are:

R.J. Zayed, rzayed@ccvl.com, (612)436-9600  
Carlson, Caspers, Vandeburgh & Lindquist  
225 South Sixth Street, Suite 3200, Minneapolis, MN 55402

Civil Action No. 11-cv-574

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the subpoena on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the subpoena at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the subpoena to *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because \_\_\_\_\_ ; or

other *(specify)*:

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)****(c) Protecting a Person Subject to a Subpoena.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

## **SCHEDULE A**

### **DEFINITIONS**

The following definitions shall apply to the terms used in these document requests:

1. "Asset" includes, but is not limited to, any funds, accounts, insurance policies, real estate, automobiles, marine vessels, recreational vehicles, contents of safe deposit boxes, precious metals, other personal property, cash, securities, free credit balances, fully paid-for securities, and/or property pledge or hypothecated as collateral for loans, and any other thing of value.
2. "Defendant" refers to:  
Jason Bo-Alan Beckman; and  
The Oxford Private Client Group, LLC.
3. "Relief-Defendant" refers to:  
Hollie Beckman.

### **DOCUMENTS AND THINGS REQUESTED BY SUBPOENA**

You are commanded to produce the following documents and things in response to this subpoena:

1. Documents and things sufficient to identify any and all accounts, including credit card accounts, at your institution opened and/or held in the name of any Defendant or Relief-Defendant, including, but not limited to, American Express credit card account number [REDACTED]
2. Documents sufficient to identify the date all accounts in ¶ 1 were opened and, if accounts are no longer active, the date closed.
3. Documents sufficient to show any and all transfers of money from or to all accounts identified in ¶ 1.
4. An electronic summary, segregated by account, of all activity in each account identified in ¶ 1 from the date the account was opened to the present.
5. Application forms and supporting documents provided for any account identified in ¶ 1, or incorporating any information provided for same, in order to establish each account in identified ¶ 1.
6. Copies of any checks (front and back), cashier's checks (front and back), electronic transfer documents, or wire transfer receipts for any deposits or withdrawals made in each account identified in ¶ 1.

7. Documents sufficient to establish the current balance in any account identified in ¶ 1.
8. Documents sufficient to identify any assets other than the accounts identified in ¶ 1 that your institution holds either in the name of or for the benefit of any Defendant or Relief-Defendant.
9. Documents sufficient to establish the procedure you wish to be followed for the return of any Receiver assets identified in ¶¶ 1, 8.

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

**AFFIDAVIT OF SERVICE**

Brenton A. Elswick, being duly sworn on oath, says that on:

March 11, 2011, at 12:45 PM

he served true and correct copies of the:

Cover Letter;  
Subpoena;  
Order Imposing Asset Freeze and Other Ancillary Relief; and  
Order Appointing Receiver;

upon: American Express Company

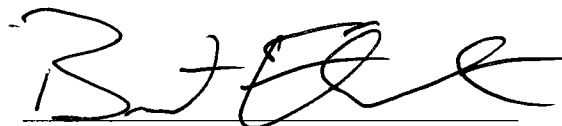
therein named, personally at:

CT Corporation System, Inc.  
100 South 5th Street, Ste. 1075  
Minneapolis, MN 55402  
County of Hennepin, State of Minnesota

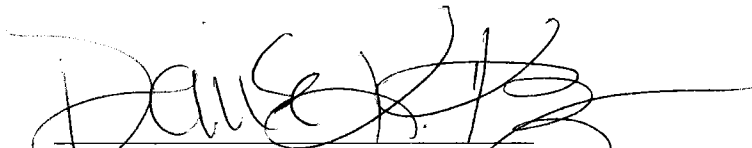
by handing to and leaving with:

Deb Van Ness - CT Corporation System, Inc.  
Registered Agent for American Express Company

a true and correct copy thereof.

  
Brenton A. Elswick

Subscribed and sworn to before me  
this 11<sup>th</sup> day of March, 2011

  
Notary Public

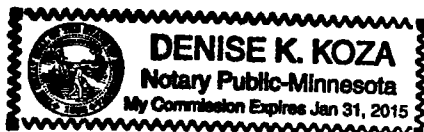


EXHIBIT N



American Express / DATAMARK  
Attention: Subpoena Compliance  
43 Butterfield Circle  
El Paso, TX 79906

March 15, 2011

**Carlson Caspers Vandenburg & Lindquist**

Attn: Brent Elswick  
225 S Sixth St Ste 3200  
Minneapolis, MN 55402

**RE: United States Securities and Exchange Commission vs Jason Bo-Alan Beackman et al**  
**Our File No: 11073MQR2763244**  
**Case No: 11-cv-574**

Dear Sir / Madam:

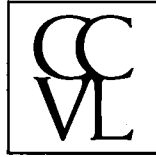
This letter acknowledges receipt of the Subpoena for records. We are in the process of conducting a search of the American Express account database to comply with your request.

Should you have any questions please do not hesitate to contact us at the telephone number below.

Cordially,

American Express Subpoena Compliance Department  
1-888-257-7775

21DL



CARLSON, CASPERS, VANDENBURGH & LINDQUIST

INTELLECTUAL PROPERTY LITIGATION & COUNSELING

R.J. Zayed  
Direct Dial: 612-436-9643  
E-mail: rzayed@ccvl.com

March 17, 2011

*By Facsimile*  
**614-422-7171**

JP Morgan Chase Bank, N.A.  
Retail Loan Servicing KY2-1606  
PO Box 11606  
Lexington, KY 40576-1606

**Re: SEC v. Beckman, et al; Court File No.: 11-cv-00574 (D. Minn.)**

To Whom It May Concern:

This letter provides notice of Orders recently entered by the United States District Court for the District of Minnesota, the Honorable Michael J. Davis presiding, establishing a receivership in the above-referenced case involving Jason Bo-Alan Beckman and Hollie Beckman, and various entities and assets controlled by them. Copies of the following are enclosed:

- (1) **Order Imposing Asset Freeze And Other Ancillary Relief And Setting Hearing On Motion For Preliminary Injunction** in *SEC v. Beckman et al.*, 11-cv-00574 (MJD/FLN) (Docket No. 9), entered on March 8, 2011; and
- (2) **Order Appointing Receiver** in *SEC v. Beckman et al.*, 11-cv-00574 (MJD/FLN) (Docket No. 10), entered on March 8, 2011.

The Receiver requests his designee, Brian Hayes, be added as an individual authorized to access all mortgage accounts in the names of Jason Bo-Alan Beckman and Hollie Beckman, including, but not limited to, those accounts relating to any of the following properties:

- 1) 5140 Terrace View Ln N, Plymouth, MN 55446;
- 2) 752 SW Squire Johns Ln, Palm City, FL 34990;

A Professional Corporation

225 South Sixth Street, Suite 3200, Minneapolis, MN 55402  
Tel. 612.436.9600 Fax 612.436.9605 www.ccvl.com

EXHIBIT P

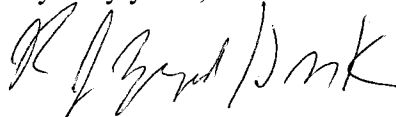
JP Morgan Chase Bank, N.A.  
March 17, 2011  
Page 2

- 3) 2400 Paseo del Lago, Mission, TX 78573;
- 4) 2400 Silverado Dr., Mission, TX 78573; and
- 5) 7432 Golf Dr., Mission, TX 78572.

This request specifically includes the home equity line of credit recorded against the Terrace View property on July 21, 2006, a copy of which I have enclosed for your convenience.

Please contact my colleague, Joe Kaczrowski, at (612) 436-9663, or by email at [jkaczrowski@ccvl.com](mailto:jkaczrowski@ccvl.com), if you need any additional information or have any questions regarding the foregoing. Thank you again for your assistance with this matter.

Very truly yours,



R.J. Zayed  
*Receiver, USDC Minnesota*  
*Nos. 09-cv-3332 and 09-cv-3333*

RJZ/BWH/jmk

Enclosures

Henn Co MRT  
DEJ # 227  
7/21/2006  
Paid \$720.00

**MORTGAGE**

**WHEN RECORDED MAIL TO:**  
JPMorgan Chase Bank, N.A.  
Retail Loan Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606



4479110+1  
BECKMAN, HOLLIE  
DEED OF TRUST / MORTGAGE

**MAXIMUM LIEN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL AMOUNT OF THE LINE OF CREDIT SECURED BY THIS MORTGAGE AT ANY ONE TIME IS \$300,000.00.**

**THIS MORTGAGE** dated June 30, 2006, is made and executed between <sup>\*</sup>HOLLIE J BECKMAN AND <sup>\*</sup>JASON B BECKMAN, JOINT TENANTS, whose address is 5140 TERRACEVIEW LN N, PLYMOUTH, MN 55446 (referred to below as "Grantor") and JPMorgan Chase Bank, NA, whose address is 1111 Polaris Parkway, Columbus, OH 43240 (referred to below as "Lender"). <sup>#</sup>Married

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in HENNEPIN County, State of Minnesota:

Parcel ID Number: 09-118-22-22-0018 **LOT 7, BLOCK 1, SEVEN GREENS SECOND ADDITION, TORRENS CERTIFICATE OF TITLE NO. 1169394, HENNEPIN COUNTY, MINNESOTA**

The Real Property or its address is commonly known as 5140 TERRACEVIEW LN N, PLYMOUTH, MN 55446. The Real Property tax identification number is 09-118-22-22-0018.

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower up to a maximum principal amount of \$300,000.00 so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

**THIS MORTGAGE, INCLUDING THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the terms of the Mortgage.

Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses, including attorneys' fees, consultants' fees, and costs which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Minnesota law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood



# CARLSON, CASPERS, VANDENBURGH & LINDQUIST

INTELLECTUAL PROPERTY LITIGATION & COUNSELING

**Fax Transmission:**

**Date:** March 17, 2011

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<b>To:</b>	Research Department	<b>From:</b>	Joe Kaczrowski
<b>Company:</b>	JP Morgan Chase Bank NA	<b>Our Ref.:</b>	11-cv-00574
<b>Your Ref:</b>		<b>Fax No.:</b>	612-436-9605
<b>Fax No.:</b>	614-422-7171	<b>Phone No.:</b>	612-436-9663
<b>Phone No.:</b>		<b>Email:</b>	jkaczrowski@ccvl.com
<b>Total Pages:</b>	33 (incl. cover)	<b>Return Fax To:</b>	Joe Kaczrowski

Confirmation via Mail: YES  NO

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Message:

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**EXHIBIT P**

MEMORY TRANSMISSION REPORT

TIME : 03-17-2011 01:35PM  
TEL NUMBER : 6124369605  
NAME : CARLSON CASPERS

FILE NUMBER : 445  
DATE : 03-17 01:32PM  
TO : 16144227171  
DOCUMENT PAGES : 033  
START TIME : 03-17 01:32PM  
END TIME : 03-17 01:35PM  
SENT PAGES : 000  
STATUS : NG BO

FILE NUMBER : 445

\*\*\* TX FAILURE NOTICE \*\*\*



**CARLSON, CASPERS, VANDENBURGH & LINDQUIST**  
INTELLECTUAL PROPERTY LITIGATION & COUNSELING

**Fax Transmission:**

**Date:** March 17, 2011

<b>To:</b>	Research Department	<b>From:</b>	Joe Kaczrowski
<b>Company:</b>	JP Morgan Chase Bank NA	<b>Our Ref.:</b>	11-cv-00574
<b>Your Ref:</b>		<b>Fax No.:</b>	612-436-9605
<b>Fax No.:</b>	614-422-7171	<b>Phone No.:</b>	612-436-9663
<b>Phone No.:</b>		<b>Email:</b>	jkaczrowski@ccvl.com
<b>Total Pages:</b>	33 (incl. cover)	<b>Return Fax To:</b>	Joe Kaczrowski

Confirmation via Mail: YES  NO

Message:

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MEMORY TRANSMISSION REPORT

TIME : 03-17-2011 01:31PM  
TEL NUMBER : 6124369605  
NAME : CARLSON CASPERS

FILE NUMBER : 444  
DATE : 03-17 01:28PM  
TO : 16144227171  
DOCUMENT PAGES : 033  
START TIME : 03-17 01:28PM  
END TIME : 03-17 01:31PM  
SENT PAGES : 000  
STATUS : NG B0

FILE NUMBER : 444

\*\*\* TX FAILURE NOTICE \*\*\*



**CARLSON, CASPERS, VANDENBURGH & LINDQUIST**  
INTELLECTUAL PROPERTY LITIGATION & COUNSELING

<b>Fax Transmission:</b>		<b>Date: March 17, 2011</b>	
<b>To:</b>	Research Department	<b>From:</b>	Joe Kaczrowski
<b>Company:</b>	JP Morgan Chase Bank NA	<b>Our Ref.:</b>	11-cv-00574
<b>Your Ref:</b>		<b>Fax No.:</b>	612-436-9605
<b>Fax No.:</b>	614-422-7171	<b>Phone No.:</b>	612-436-9663
<b>Phone No.:</b>		<b>Email:</b>	jkaczrowski@ccvl.com
<b>Total Pages:</b>	33 (incl. cover)	<b>Return Fax To:</b>	Joe Kaczrowski

Confirmation via Mail: YES  NO

Message:

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MEMORY TRANSMISSION REPORT

TIME : 03-17-2011 01:52PM  
TEL NUMBER : 6124369605  
NAME : CARLSON CASPERS

FILE NUMBER : 446  
DATE : 03-17 01:36PM  
TO : 16144227171  
DOCUMENT PAGES : 033  
START TIME : 03-17 01:36PM  
END TIME : 03-17 01:51PM  
SENT PAGES : 033  
STATUS : OK

FILE NUMBER : 446

\*\*\* SUCCESSFUL TX NOTICE \*\*\*



**CARLSON, CASPERS, VANDENBURGH & LINDQUIST**  
INTELLECTUAL PROPERTY LITIGATION & COUNSELING

**Fax Transmission:**

**Date:** March 17, 2011

<b>To:</b>	Research Department	<b>From:</b>	Joe Kaczrowski
<b>Company:</b>	JP Morgan Chase Bank NA	<b>Our Ref.:</b>	11-cv-00574
<b>Your Ref:</b>		<b>Fax No.:</b>	612-436-9605
<b>Fax No.:</b>	614-422-7171	<b>Phone No.:</b>	612-436-9603
<b>Phone No.:</b>		<b>Email:</b>	jkaczrowski@ccvl.com
<b>Total Pages:</b>	33 (incl. cover)	<b>Return Fax To:</b>	Joe Kaczrowski

Confirmation via Mail: YES  NO

Message:

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