

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,
Plaintiff,

v. Case No. 11-cv-574 (MJD/FLN)

JASON BO-ALAN BECKMAN, et al.,
Defendants,

R.J. ZAYED,
Receiver.

**DECLARATION OF BRIAN HAYES IN SUPPORT OF RECEIVER'S
MOTION TO CONFIRM SALE OF GOLF DRIVE PROPERTY**

I, Brian Hayes, hereby declare:

1. I am an attorney, along with R.J. Zayed, Receiver, in the firm of Carlson, Caspers, Vandenburg and Lindquist ("CCVL"); I am a designee for the Receiver. I submit this declaration in support of the Receiver's motion to confirm the sale of the property at 7432 Golf Drive, Mission, Texas 78572.

2. This declaration is submitted on my personal knowledge except as otherwise indicated.

3. On November 23, 2009, the Court entered an order appointing R.J. Zayed as Receiver in this matter for (1) the estates of Defendants Trevor G. Cook, Patrick J. Kiley; (2) Defendants UBS Diversified Growth LLC, Universal Brokerage FX

Management, LLC, Oxford Global Advisors, LLC, Oxford Global Partners, LLC; (3) Relief Defendants Basel Group, LLC, Crown Forex, LLC, Market Shot, LLC, PFG Coin and Bullion, Oxford Developers, S.A., Oxford FX Growth, L.P., Oxford Global Managed Futures Fund, UBS Diversified FX Advisors, LLC, UBS Diversified FX Growth L.P., and UBS Diversified FX Management LLC; (4) all funds, accounts, and other assets held by or for Relief Defendants Clifford Berg and Ellen Berg, which were received, directly or indirectly, from the Defendants or were acquired with funds or other assets received, directly or indirectly, from the Defendants; and (5) every other corporation, partnership, trust and/or other entity (regardless of form) which is directly or indirectly owned by or under the direct or indirect control of Cook and Kiley. *Order Appointing Receiver*, SEC Docket No. 13, at 4 (Nov. 23, 2009); *see also Amended Order Appointing Receiver*, SEC Docket No. 18, at 4 (Nov. 24, 2009); *Second Amended Order Appointing Receiver*, SEC Docket No. 68 (Dec. 11, 2009).

4. R.J. Zayed has also been appointed Receiver in the case of *CFTC v. Cook*, No. 09-cv-3332 (D. Minn. Nov. 23, 2009). *Ex Parte Statutory Restraining Order*, CFTC Docket No. 21, at 7; *see also Order Continuing Appointment of Temporary Receiver*, CFTC Docket No. 96 (Dec. 11, 2009).

5. On March 8, 2011, R.J. Zayed was appointed as Receiver in the case of *SEC v. Beckman et al*, No. 11-cv-00574 (March 7, 2011) for Jason Bo-Alan and Hollie Beckman and all entities under their control, including The Oxford Private Client Group LLC. *See Order Appointing Receiver*, 11-cv-00574, Docket No. 10, at 2 (Mar. 8, 2011).

6. The real estate property of 7432 Golf Drive, Mission, Texas 78572, legally described as LOT 122, GOLF DRIVE ESTATES PHASE NO. 2 (hereafter the “Golf Drive property”) was included in the Beckman assets frozen and placed into the Receivership. *See Order Imposing Asset Freeze And Other Ancillary Relief And Setting Hearing On Motion For Preliminary Injunction*, Beckman Docket No. 9, at 6 (Mar. 8, 2011) (“Asset Freeze Order”).

7. The attached motion respectfully requests that the Court authorize the Receiver to confirm the sale of the Golf Drive property pursuant to 28 U.S.C. § 2001(b). As argued in the previous motion asking the Court for permission to market the Golf Drive property, the Receiver believes that the sale of the Golf Drive property would further the objectives of the Receivership. *See Order Appointing Receiver*, Beckman Docket No. 10, at 3; *Receiver’s Reply Memorandum Regarding Motion to Authorize the Hiring of Real Estate Agents and Publish Notice of Offers for Sale*, Beckman Docket No. 118, at 4-6.

8. The Receiver obtained three appraisal reports for the property between May and August of 2011, as required by 28 U.S.C. § 2001(b). Attached hereto as **Exhibit A** are true and correct copies of the three appraisal reports.

9. On June 17, 2011, the Receiver, as requested by the Court, also invited three real estate agents to give a presentation to the Court on a) their qualifications, b) why they think they are the best candidate to serve as the real estate agent for the property in question, and c) their price quote. Following that hearing, the Court then

appointed Joey Holand of Holand & Associates as realtor to sell the Golf Drive property at a six-percent (6%) commission, and the Receiver proceeded with a private sale of the property under 28 U.S.C. § 2001(b). *See Order*, Beckman Docket No. 125 (Jun. 23, 2011).

10. On August 4, 2011, the Receiver reached an agreement to sell the Golf Drive property for \$112,500.00. The offer is for all cash, including the earnest money. The agreement has set a closing date of on or before September 23, 2011. Mr. Holand also agreed to reduce his commission on the sale to five percent (5%). On August 4, 2011, the Receiver and the buyer, Daniel Conrad, entered into a purchase agreement and addendums to the purchase agreement concerning the sale of the property. Attached hereto as **Exhibit B** are true and correct copies of the purchase agreement and addendums.

11. The offer amount of \$112,500.00 is higher than two-thirds of the average appraised value of the property (two thirds of \$128,433.33 is \$85,622.22, the minimum amount required by 28 U.S.C. § 2001(b)).

12. The Receiver has complied with 28 U.S.C. § 2001(b) by publishing notice of sale of Golf Drive property in the Minneapolis Star Tribune and the (McAllen, Texas) Monitor newspapers at least ten days before the hearing date of September 16, 2011. The Monitor and the Minneapolis Star Tribune will also publish the notice on their respective websites at no additional cost to the Receiver. Attached hereto as **Exhibit C** is a true and correct copy of the proof for said notice. At the time of filing, no qualifying offer for the

Golf Drive property has been made; a qualifying offer is defined in 28 U.S.C. § 2001(b) as a bona fide offer of at least ten percent over the purchase price; in this case, a bona fide offer for at least \$123,750.00. Should this change after filing, the Receiver will alert the Court prior to the hearing.

13. As indicated by the facts in paragraphs 10-12, supra, it is my opinion that the proposed sale of the Golf Drive property fully complies with the requirements of 28 U.S.C. § 2001(b), which read as follows:

Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

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

Dated: August 24, 2011

s/ Brian Hayes
Brian Hayes