

UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Plaintiff,

KENNETH R. PAYNE,
JOHANN M. SMITH,
DANIEL G. DANKER, CONSTANCE
BROOKS-KIEFER,
HEARTLAND FINANCIAL SERVICES,
INC., AND JMS INVESTMENT
GROUP, LLC.

Defendants.

Civil Action No. IP00-1265 C
In the Southern District of Indiana
Indianapolis Division

Judge John D. Tinder

SUBPOENA DUCES TECUM

TO: RETIREMENT ACCOUNTS, INC.
c/o Daniel R. Bartlett, Registered Agent
717 17th Street, #2600
Denver, CO 80202

You are hereby commanded to produce for inspection and/or copying on or before
March 14th, 2001 at 9:00 a.m. at the offices of Kroger, Gardis & Regas, LLP, 111
Monument Circle, Suite 900, Indianapolis, Indiana 46204, the following documents:

SEE SCHEDULE A ATTACHED HERETO

Fail not under penalty of law.

Sworn to before me and subscribed to in my presence this 7 day of ~~January~~ ^{FEB}, 2001


James A. Knauer, Receiver for Heartland Financial Services
Inc. and JMS Investment Group, LLC.



SCHEDULE A
Page 1 of 2

You are instructed to produce for copying and/or inspection the following documents ¹ or things:

1. Copies of any and all documents and records relating to any and all transactions between Retirement Accounts, Inc. and Heartland Financial Services, Inc. ("Heartland")
2. Copies of any and all documents and records relating to any and all transactions between Retirement Accounts, Inc. and any employee, agent or other representative of Heartland.
3. Copies of any and all documents and records relating to any and all transactions between Retirement Accounts, Inc. and JMS Investment Group, LLC. ("JMS")
4. Copies of any and all documents and records relating to any and all transactions between Retirement Accounts, Inc. and any employee, agent or other representative of JMS.
5. Copies of any and all documents and records relating to any and all transactions between Retirement Accounts, Inc. and any or all of the following Heartland-related entities:

- | | |
|---|---|
| A | Atlas Income Fund, LLC |
| B | BMC Investment Group, LLC |
| C | Caribbean Federal Trust, Ltd. |
| D | Caribbean Federal Trust Services, Ltd. |
| E | Caribbean Financial Services |
| F | Caribbean Investments International, Ltd. |
| G | Charmar, Ltd. |
| H | Dolphin International Development, Ltd.
Dolphin Peninsula Partners |
| J | First Fidelity Trust, Ltd. |
| K | First International Limited |
| L | Heartland International Trust Services, Ltd. |

¹ The term "documents" as used in this subpoena means the original or an identical and legible copy thereof, and all non-identical copies (whether different from the original by reason of notations made on such copies or otherwise), regardless of origin or location, of any writings or records of any type or description, however produced or reproduced, including but not limited to any papers or books, records, letters, photographs, videotapes, audiotapes, correspondence, communications, telegrams, cables, telex messages, memoranda, notes, notations, work papers, transcripts, minutes, reports and recordings of telephone or other conversations, or of interviews, conferences, or other meetings, affidavits, statements, summaries, opinions, reports, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, instructions, charges, manuals, brochures, publications, schedules price lists, client lists, journals, statistical records, desk calendars, appointment books, diaries, lists, tabulations, sound recordings, computer printouts, data processing program library, data processing input and output, electronic mail, microfilm, books of accounts, records and invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to the foregoing, and all things similar to any of the foregoing, however denominated. The term refers to all documents in your control or possession or which have been in your control or possession at any time during the past five years and includes any documents located in your files at the facility at which you work.

SCHEDULE A
Page 2 of 2

M	Heartland Money Management of Florida, Inc.
N	Lincoln Fidelity Escrow Services
O	MDS Investments, Ltd.
P	PMK, Ltd.
Q	RMP, Ltd.
R	Terens, Ltd.
S	21 st Century Banking Group, Ltd.
T	21 st Century International Bank & Trust, Ltd. of Grenada
U	21 st Century International Advisors, Inc.
V	21 st Century International Advisors of Bermuda, Ltd.
W	Universal Financial Services, Ltd.

6. Copies of any and all documents and records relating to any transactions between Retirement Accounts, Inc. and any individual or entity, which resulted in a transaction with Heartland or JMS.
7. Copies of any and all correspondence, notes, records or documents received from, sent to or otherwise relating to Heartland and/or JMS.
8. Copies of any and all other documents not specifically requested above which in any way relate or refer to Heartland and/or JMS.

Attachment to Non-Party Subpoena

Rule 34 of the Indiana Rules of Trial Procedure provides that a request for production of documents may be served on a non-party. The request shall set forth the items to be inspected either by individual item or by category, and describe each item and category with reasonable particularity. The request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts. The party upon whom the request is served shall serve a written response within a period designated in the request, not less than thirty [30] days after the service thereof or within such shorter or longer time as the court may allow. The response shall state, with respect to each item or category, that inspection and related activities will be permitted as requested, unless it is objected to, in which event the reasons for objection shall be stated. If objection is made to part of an item or category, the part shall be specified. The party submitting the request may move for an order under Rule 37(A) with respect to any objection to or other failure to respond to the request or any part thereof, or any failure to permit inspection as requested.

The witness or person to whom a request for production of documents is directed is entitled to security against damages or payment of damages resulting from such request and may respond to such request by submitting to its terms, by proposing different terms, by objecting specifically or generally to the request by serving a written response to the party making the request within thirty (30) days or by moving to quash as permitted by Rule 45(B). A party who produces documents for inspection shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the request.