

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re: CHAPTER 11
PALM BEACH FINANCE PARTNERS, L.P., Case No. 09-36379-PGH
PALM BEACH FINANCE II, L.P., Case No. 09-36396-PGH
Debtors. (Jointly Administered)

NOTICE OF RULE 2004 EXAMINATION DUCES TECUM
(Documents May Be Produced In Lieu of Appearance)

To: Atradius Trade Credit Insurance, Inc.
by and through its Chief Financial Officer
P.O. Box 6200 (32314-6200)
200 E. Gaines Street
Tallahassee, Florida 32399

PLEASE TAKE NOTICE that pursuant to Federal Rule of Bankruptcy Procedure 2004 and Local Rule 2004-1, INSERT , by the undersigned attorney, will examine the following person under oath at the date, time and place set forth below:

NAME: Person designated by Atradius Trade Credit Insurance, Inc. and who consents to testify on its behalf with respect to the items set forth on **Exhibit A.**

DATE: April 6, 2010

TIME: 10:00 a.m.

Note: Any parties planning on attending should contact our office prior to the examination to ensure that the examination has not been rescheduled to another date.

PLACE: Law Offices of Meland Russin & Budwick, P.A.
200 S. Biscayne Boulevard, Suite 3000
Miami, FL 33131
305-358-6363

The examination may continue from day to day until completed. If the examinee receives this notice less than 14 days prior to the scheduled examination date, the examination will be rescheduled upon timely request to a mutually agreeable time.

The examination is pursuant to Bankruptcy Rule 2004 and Local Rule 2004-1, and will be taken before an officer authorized to record the testimony. The scope of the examination shall be as described in Bankruptcy Rule 2004. Pursuant to Local Rule 2004-1, no order shall be necessary. If the examination is of a witness other than the debtor, the Local Form "Subpoena for Rule 2004 Examination" is included with this notice.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail on March 17, 2010 upon Palm Beach Finance Partners, L.P., Palm Beach Finance II, L.P., 3601 PGA Blvd., Suite 301, Palm Beach Gardens, FL 33410 and via the Court's Notice of Electronic Filing on those parties listed on the attached Exhibit 1.

s/ Jonathan S. Feldman
Jonathan S. Feldman, Esquire
Fla. Bar No. 12682
Jfeldman@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
3000 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

Attorney for the Chapter 11 Trustee

DEFINITIONS AND INSTRUCTIONS

"Document" means any written or graphic matter and other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, emails, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings or other communications, inter-office and intra-office telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, canceled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations or modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation, photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, discs and records).

"Communications" means any oral or written statement, dialogue, colloquy, discussion or conversation, and also means any transfer of thoughts or ideas between persons by means of documents and includes any transfer of data from one location to another by electronic or similar means.

"You" means Atradius Trade Credit Insurance, Inc. along with any person related to such entity.

"Person" means any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, governmental body, group of natural persons, or other entity.

“*Debtors*” means Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P.

“*PBCM*” means Palm Beach Capital Management, LLC.

“*PBCM LP*” means Palm Beach Capital Management, LP.

“*PB Capital*” means Palm Beach Capital Corp.

“*Petters*” means Thomas Petters or any persons affiliated with him, along with their officers, directors, agents, representatives, employees, owners, subsidiaries, predecessors, successors-in-interest, parents and affiliates.

“*Policy*” means property and casualty insurance policy.

“*Investments*” means any investment transaction among one or more of the Debtors and Petters in which a Policy was issued by you to insure any collateral.

“*Period*” means January 1, 2002 through January 1, 2009.

“*Transfer*” or “*Transfers*” shall have the meaning ascribed to such term as set forth in 11 U.S.C. § 101.

The term “*related to*” or “*relate to*” means in any way directly or indirectly, concerning, supporting or evidencing.

When producing the documents, please keep all documents segregated by the file in which the documents are contained and indicate the name of the file in which the documents are contained and the name of the documents being produced.

When producing the required documents, please produce all other documents that are clipped, stapled or otherwise attached to any requested document.

In the event such file(s) or document(s) has (have) been removed, either for the purpose of this action or for some other purpose, please state the name and address of the person who removed the file, the title of the file and each subfile, if any, maintained within the file, and the present

location of the file.

If any document to be produced has been destroyed or is otherwise incapable of production, state: (a) the date, place and means of the destruction; (b) the name and address of each person deciding upon, participating in and having knowledge of the destruction; (c) the reason for the destruction; and (d) if not destroyed, the reason why the document is incapable of production.

EXHIBIT A

1. All Documents reflecting any Transfers made to You by or on behalf of the Debtors during the Period.
2. All Documents reflecting any Transfers made during the Period to You by or on behalf of PBCM.
3. All Documents and Communications related to any policies of insurance procured by or on behalf of the Debtors during the Period.
4. All Documents and Communications relating to PBCM during the Period.
5. All Documents and Communications relating to PBCM LP during the Period.
6. All Documents reflecting any Transfers made during the Period to You by or on behalf of PB Capital.
7. All Documents and Communications relating to any of the Investments during the Period.
8. All Documents and Communications relating to any Transfers received during the Period by You related to Petters.
9. All Documents and Communications, including any underwriting files, relating to any Policy issued by You in connection with the Investments during the Period.
10. All Documents and Communications, including any underwriting files, relating to any Policy issued by You during the Period in which one or more of the Debtors was a beneficiary.
11. All Documents and Communications, including any underwriting files, relating to any Policy issued by You during the Period in which PBCM was a beneficiary.
12. All Documents and Communications, including any underwriting files, relating to any Policy issued by You during the Period in which PBCM LP was a beneficiary.

13. All Documents and Communications, including any underwriting files, relating to any Policy issued by You during the Period in which PB Capital was a beneficiary.
14. All Documents and Communications relating to Petters during the Period.
15. All Documents and Communications relating to the Debtors during the Period.
16. All Documents and Communications relating to PB Capital during the Period.
17. All internal policies, manuals or directives which were in effect during the Period and which explain or describe the diligence to be undertaken by You prior to the issuance of any Policy.
18. All internal policies, manuals or directives which were in effect during the Period and which explain or describe Your underwriting process with respect to any Policy.
19. All internal policies, manuals or directives which were in effect during the Period and which explain or describe Your underwriting process with respect to any insurance policy similar to those issued by You in connection with the Investments.
20. All internal policies, manuals or directives which were in effect during the Period and which explain or describe the diligence to be undertaken by You prior to the issuance of any insurance policy similar to those issued by You in connection with the Investments.
21. Your complete files related to any Policy ever requested to be procured by or on behalf of either of the Debtors.
22. All Documents reflecting any Transfers made during the Period to You by or on behalf of PBCM LP.

Mailing Information for Case 09-36379-PGH

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive e-mail notice/service for this case.

- **Geoffrey S. Aaronson** gaaronson@aaronsonpa.com
- **Paul A Avron** pavron@bergersingerman.com, efile@bergersingerman.com
- **Michael S Budwick** mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnfs@yahoo.com
- **Heidi A Feinman** Heidi.A.Feinman@usdoj.gov
- **Jonathan S. Feldman** jfeldman@melandrussin.com, ltannenbaum@melandrussin.com;mrbnfs@yahoo.com
- **Lynn M. Gollin** lmg@lklaw.com
- **Lynn Maynard Gollin** lmg@tewlaw.com
- **Barry E Mukamal** bankruptcy@rachlin.com, FL64@ecfcbis.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Leslie S. Osborne** rappaport@kennethrappaportlawoffice.com
- **Chad P Pugatch** cpugatch.ecf@rprslaw.com
- **Craig V Rasile** crasile@hunton.com, mtucker@hunton.com,mmannering@hunton.com,keckhardt@hunton.com,adeboer@hunton.com
- **Robin J. Rubens** rjr@lklaw.com
- **Paul Steven Singerman** singerman@bergersingerman.com, efile@bergersingerman.com
- **Charles W Throckmorton** cwt@kttlaw.com, lf@kttlaw.com;la@kttlaw.com
- **George L. Zinkler** gzinkler.ecf@rprslaw.com

**United States Bankruptcy Court
Northern District of Florida
www.flsb.uscourts.gov**

IN RE: **SUBPOENA FOR RULE 2004 EXAMINATION**

PALM BEACH FINANCE PARTNERS, L.P.,
PALM BEACH FINANCE II, L.P.,

Debtor.

Case No. 09-36379-PGH
Case No. 09-36396-PGH
(Jointly Administered)
CHAPTER 11

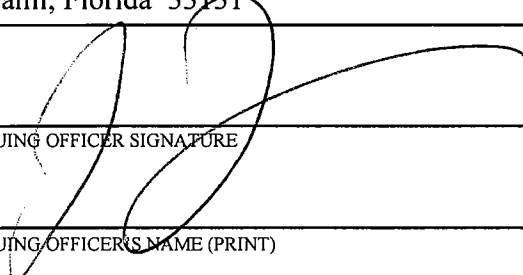
To: Atradius Trade Credit Insurance, Inc.
by and through its Chief Financial Officer
P.O. Box 6200 (32314-6200)
200 E. Gaines St.
Tallahassee, Florida 32399

YOU ARE COMMANDED to appear and testify at an examination under Bankruptcy Rule 2004, and Local Rule 2004-1, at the place, date, and time specified below.

PLACE OF TESTIMONY	DATE AND TIME
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YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
SEE ATTACHED EXHIBIT "A" - (Documents May Be Produced in Lieu of Appearance)

PLACE Meland Russin & Budwick, P.A. 3000 Wachovia Financial Center 200 South Biscayne Boulevard Miami, Florida 33131	DATE AND TIME April 6, 2010 10:00 a.m.
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ISSUING OFFICER SIGNATURE	TITLE Attorneys for the Chapter 11 Trustee
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ISSUING OFFICER'S NAME (PRINT) Jonathan S. Feldman, Esquire	PHONE (305) 358-6363	FACSIMILE: (305) 358-1221
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ADDRESS Meland Russin & Budwick, P.A. 3000 Wachovia Financial Center 200 South Biscayne Boulevard Miami, Florida 33131	DATE March 17, 2010
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PROOF OF SERVICE

DATE

PLACE

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure; See also Local Rule 2004-1.

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises - or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

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

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents 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 demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena 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 to quash, the person from whom discovery is sought must show that the information sought 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) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that 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 and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).