

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In Re:	§	
	§	
MOSAIC GROUP (US) INC., et al.	§	CASE NO. 02-81440-HDH-11
	§	
Debtors	§	(Jointly Administered)

**ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF LAZARD FRÈRES & CO., LLC
AS INVESTMENT BANKER FOR THE DEBTORS**

Upon the application, dated February 7, 2003 (the "Application"),¹ of the Debtors for entry of an order under 11 U.S.C. § 328(a) and Fed. R. Bankr. P. 2014 and 2016 authorizing the employment and retention of Lazard Frères & Co. LLC ("Lazard") as investment banker to the Debtors; and the Court having reviewed the Application and the attached Affidavit of Peter D. Shawn (the "Shawn Affidavit"); and the Court having considered the arguments of counsel, including the agreement between the Office of the United States Trustee and the Debtors that modifies the indemnification provisions of the engagement as set forth herein; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is GRANTED as modified herein.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Application.

2. Pursuant to 11 U.S.C. § 328(a) and Bankruptcy Rules 2014 and 2016, the Debtors are authorized to employ and retain Lazard as the investment banker as of the commencement of these Chapter 11 cases on the terms set forth in the Application and this Order, and to the extent consistent with the Application and this Order, the Retention Agreement (as defined in the Application).
3. Lazard shall not be required to file fee applications and shall be compensated in accordance with the terms described in the Retention Agreement pursuant to the standard of review under section 328(a); subject to the approval of this Court and the procedures set forth in the Application, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Bankruptcy Rules”), and the further orders of this Court;
4. The indemnification and contribution provisions of the Retention Agreement as they are applied to the Debtors are approved subject to the following, during the pendency of the Debtors’ bankruptcy proceedings:
 - (a) Lazard shall be entitled to be indemnified in accordance with the Retention Agreement, for any claim arising, from, related to, or in connection with Lazard’s performance of the services described in the Retention Agreement, but not for other services, unless such other services and the indemnification, contribution or reimbursement therefore are approved by the Court;
 - (b) The Debtors shall have no obligation to indemnify Lazard or provide contribution or reimbursement to Lazard, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from Lazard’s gross negligence, willful misconduct, breach of

fiduciary duty (if any), bad faith or self-dealing; or (ii) settled prior to a judicial determination as to Lazard's gross negligence, willful misconduct, breach of fiduciary duty (if any), bad faith or self-dealing, but determined by this Court, after notice and a hearing to be a claim or expense for which Lazard should not receive indemnity, contribution or reimbursement under the terms of the Retention Agreement as modified by this Order; and

- (c) If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 cases, Lazard believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, Lazard must file an application therefore in this Court, and the Debtors may not pay any such amounts to Lazard before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request for compensation and expenses by Lazard for indemnification, contribution or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Lazard.

5. This Court will retain jurisdiction to construe and enforce the terms of the Application, the Retention Agreement, and this Order.

Dated: 3-5, 2003
Dallas, Texas



THE HONORABLE HARLIN D. HALE
UNITED STATES BANKRUPTCY JUDGE

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 0539-3
Case: 02-81440

User: dbrown
Form ID: pdf012

Page 1 of 1
Total Served: 4

Date Rcvd: Mar 10, 2003

The following entities were served by first class mail on Mar 12, 2003.

aty Charles R. Gibbs, Jenkins & Gilchrist, 1445 Ross Ave., Suite 3200, Dallas, TX 75202-2799
aty Charles R. Gibbs, Akin, Gump, Strauss, Hauer & Feld, 1700 Pacific, Suite 4100,
Dallas, TX 75201
aty David H. Botter, Akin, Gump, Strauss, Hauer & Feld, 590 Madison Ave., New York, NY 10022
ust +U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242-0996

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

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I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Mar 12, 2003

Signature:

