

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 PAYMENT OF ADDITIONAL
PREPETITION CLAIMS OF CRITICAL VENDORS**

Upon the motion ("Motion") filed by Mosaic Group (US) Inc. and certain of its affiliated entities (collectively, "Debtors"), as debtors and debtors in possession in the above-captioned chapter 11 cases, seeking an order authorizing the payment by the Debtors of the prepetition claims of certain of the Debtors' vendors and suppliers of critical goods and services under certain terms and conditions, as is more fully set forth in the Motion; and it appearing that the Court has jurisdiction to consider the Motion; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates and creditors; and it appearing that due notice of the Motion has been given and no further notice need be given; and upon the proceedings before the Court; and good and sufficient cause appearing,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Debtors are authorized, but not directed, and empowered to pay, in their discretion, Critical Vendor Claims (as defined in the Motion) against the Debtors that arose prior to the Petition Date, provided, however, that the aggregate of such payments pursuant to this Order shall not exceed \$492,000.
3. Subject to an internal approval process with the Secured Lenders, the Debtors are authorized to make payments in their discretion to Critical Vendors (as defined in the Motion)

from available funds on the conditions (i) that all such Critical Vendors shall be paid by check and/or wire transfer of funds, and (ii) that by accepting payment, the Critical Vendors agree to maintain or reinstate customary trade terms during the pendency of these cases.

4. A Critical Vendor's acceptance of payment is deemed to be acceptance of the terms of the Order, and if the Critical Vendor thereafter does not provide the Debtors with customary trade terms during the pendency of these cases, any payments of Critical Vendor Claims made after the Petition Date may be deemed to be unauthorized postpetition transfers and recoverable by the Debtors in cash.

5. The Debtors are authorized to obtain written verification of trade terms to be supplied by the Critical Vendors before issuing payment hereunder.

6. Any payments made pursuant to this Order shall not be deemed to constitute postpetition assumption of any contract or lease, and the Debtors reserve all rights with respect thereto.

7. This Order shall not be construed to limit, or in any way affect, the Debtors' ability to contest any invoice of a Critical Vendor on any grounds.

8. This Court retains jurisdiction with respect to all matters arising from or relating to the implementation of this Order, including hearing any complaint to recover payments that are deemed, pursuant to the terms of this Order, to be unauthorized postpetition transfers.

SIGNED this 25 day of March, 2003



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: 2

Date Rcvd: Mar 26, 2003

The following entities were served by first class mail on Mar 28, 2003.

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

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

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 28, 2003

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.