

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

CERTIFICATE OF SERVICE

District/off: 0539-3
Case: 02-81440User: lgonzalez
Form ID: pdf012Page 1 of 2
Total Served: 29

Date Rcvd: Mar 27, 2003

The following entities were served by first class mail on Mar 29, 2003.

db Mosaic Group (US) Inc., 4275 Kellway Cir., Suite 132, Addison, TX 75001
db Mosaic Prepaid Solutions Inc., 1701 Legacy Dr., Suite 2600, Frisco, TX 75034
aty +Barbara R. Gross, Plye Sims Duncan & Stevenson, APC, 401 B Street, Suite 1500,
San Diego, CA 92101-4238
aty Bruce J. Zabarauskas, Brown, Raysman, Millstein, etal, 900 Third Ave., New York, NY 10022
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
aty David P. Simonds, Akin, Gump, Strauss, Hauer & Feld, 2029 Century Park E., Suite 2400,
Los Angeles, CA 90067
aty Edward J. Shultz, Hagood, Tarpy & Cox, PLLC, 900 S. Gay St., Ste. 2100, Knoxville, TN 37902
aty Elizabeth Weller, Linebarger, Goggan, Blair & et al, 2323 Bryan St., Suite 1720,
Dallas, TX 75201
aty Gary L. Barnhart, Missouri Department of Revenue, 301 W. High St., Room 670, P.O. Box 475,
Jefferson City, MO 65105-0475
aty James C. Moon, Bingham McCutchen, 399 Park Ave., New York, NY 10022
aty Jeffrey T. Kirshner, Bingham McCutchen LLP, 399 Park Ave., New York, NY 10022
aty Joe E. Marshall, Munsch, Hardt, Kopf, Harr & Dinan, 1445 Ross Ave., Suite 4000,
Dallas, TX 75202-2790
aty Joel D. Applebaum, Pepper Hamilton LLP, 100 Renaissance Center, Suite 3600,
Detroit, MI 48243-1157
aty Joseph Cioffi, Davis & Gilbert, 1740 Broadway, New York, NY 10019
aty Kevin David Rice, Akin, Gump, Strauss, Hauer & Feld, 1700 Pacific, Suite 4100,
Dallas, TX 75201
aty Kevin M. Lippman, Munsch, Hardt, Kopf, Harr & Dinan, 1445 Ross Ave., Suite 4000,
Dallas, TX 75202-2790
aty Kevin T. Lamb, Testa, Hurwitz & Thibault, 125 High St., High Street Tower,
Boston, MA 02110
aty Phillip L. Lamberson, Winstead, Sechrest & Minick, 5400 Renaissance Tower, 1201 Elm St.,
Dallas, TX 75270
aty +Randall Warner Monroe Duke, Johnson & McElroy, 5500 Preston Rd., Suite 370,
Dallas, TX 75205-2675
aty +Shelby J. Bush, Piper, Marbury, Rudnick & Wolfe, 1717 Main St., Suite 4600,
Dallas, TX 75201-4629
aty Tally F. Parker, Jr., Parker & Marks, 1333 Corporate Dr., Suite 209, Irving, TX 75038
aty +William Louis Wallander, Vinson & Elkins, 3700 Trammell Crow Center, 2001 Ross Ave.,
Dallas, TX 75201-2998
ust +U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242-0996
cr +Ascendes Corp., c/o Thomas P. Stamps, 7715 Jett Ferry Road, Atlanta, GA 30350-5419
cr IOS Capital, Inc., c/o Bankruptcy Administration, 1738 Bass Rd., P.O. Box 13708,
Macon, GA 31208-3708
cr +Regen Capital I, Inc., c/o Neil Herskowitz, P.O. Box 626, Planetarium Station,
New York, NY 10024-0626
intp The MedLeh Group, c/o Matt Simmons, Acct. Manager, 325 N. Saint Paul St., Suite 1400,
Dallas, TX 75201

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
intp 151 West Associates, LLC
cr Canadian Imperial Bank of Commerce
intp City of Irving, Texas
cr Dallas County
cr Executive Park, LLC
cr First Industrial, L.P.
intp Handro Management Corp.
cr Jolesch Group
cr Kearny Mesa Complex
cr KnowledgeBase Marketing, Inc.
cr Larry Organ
op Lazard Freres & Co., LLC
cr Metron Digital Services, Inc.
cr Metron North America, Inc.
cr Missouri Department of Revenue
cr Nationwide Insurance Co.
intp Noteholder Group
intp Testa, Hurwitz & Thibault, LLP

TOTALS: 18, * 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.

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

User: lgonzalez
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Total Served: 29

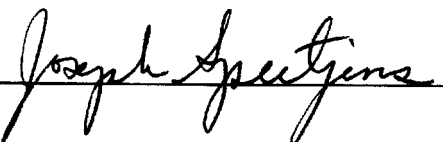
Date Rcvd: Mar 27, 2003

***** BYPASSED RECIPIENTS (continued) *****

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 29, 2003

Signature:

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