## ORIGINAL

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Attorneys for Debtors and Debtors in Possession

### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

IN RE:	§	
	§	Case No. 02-81440-HDH-11
MOSAIC GROUP (US) INC., et al.	§	(Chapter 11)
	§	(Jointly Administered)
Debtors.	§	
	§	

# NOTICE OF EXTENSION OF TERMS OF DIP TERM SHEET AND FILING OF AMENDMENT NO. 3 TO DIP TERM SHEET AND AGREEMENT TO EXTEND TERMS OF CASH COLLATERAL ORDER DATED AS OF APRIL 14, 2003

1. Pursuant to paragraph 68 of the Final Agreed Order Authorizing Post-Petition Financing, Granting Senior Liens & Priority Administrative Expense Status, and Modifying the Automatic Stay (the "Financing Order"), Mosaic Sales Solutions (II) Inc., Mosaic Group (US) Inc., Mosaic Sales Solutions (I) Inc., Mosaic Sales Solutions (III) LP, Mosaic Sales Solutions (III) (LP) Inc., Mosaic Sales Solutions (III) (GP) Inc., Mosaic Prepaid Solutions Inc., Mosaic Performance Solutions Inc., Mosaic Group (US) Partnership, debtors and debtors in possession, and their estates (collectively, the "Debtors"); Canadian Imperial Bank of Commerce, for itself

NOTICE OF EXTENSION OF TERMS OF DIP TERM SHEET AND FILING OF AMENDMENT NO. 3 TO DIP TERM SHEET AND AGREEMENT TO EXTEND TERMS

OF CASH COLLATERAL ORDER DATED AS OF APRIL 14, 2003 - Page 1

601253.0001/657605

<sup>&</sup>lt;sup>1</sup> Capitalized terms not defined herein shall have the meaning given to them in the Financing Order.

and as agent, the Bank of Nova Scotia, Bank One, NA, Canada Branch, Bank of Montreal, the Toronto-Dominion Bank and HSBC Bank Canada (collectively, the "Banks"); and Jackson National Life Insurance Company of New York, Northern Life Insurance Company and the Prudential Life Insurance Company of America (collectively, the "Noteholders") file that certain Amendment No. 3 to DIP Term Sheet and Agreement to Extend Terms of Cash Collateral Order Dated as of April 14, 2003 (the "Third Amendment"), a true and correct copy of which is attached hereto as **Exhibit A**.

- 2. The Debtors, Lenders and Noteholders agree to, and provide notice of, the extension of the Debtors' authorization to use the DIP Financing to **May 15, 2003** at 5:00 p.m. (Central Time).
- 3. Paragraph 68 of the Financing Order is amended as follows to provide for the extension of the Debtors' authorization to use the DIP Financing:

The terms of this Financing Order, and any authorizations granted hereunder for the benefit of the Debtors shall automatically expire upon the earliest to occur of (i) the termination of the DIP Financing, (ii) the occurrence of a DIP Event of Default, (iii) confirmation of a plan of reorganization under Chapter 11, and (iv) May 15, 2003 at 5:00 p.m., at which time all of the Debtors' authority to obtain credit under this Financing Order shall terminate, as shall the Lenders' obligation to provide the DIP Financing, unless extended by written agreement of all of the parties hereto, a copy of which shall be promptly filed with this Court by the Debtors (the "Expiration Date").

4. All other terms and provisions of the Financing Order remain in full force and effect.

#### Respectfully submitted,

#### AKIN GUMP STRAUSS HAUER & FELD LLP

By:

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ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION

**AND** 

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#### AND

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COUNSEL FOR THE SECURED NOTEHOLDERS

#### **CERTIFICATE OF SERVICE**

I hereby certify that on April 15, 2003, I caused a true and correct copy of the foregoing to be sent via electronic mail to those parties listed on Attachment A and via First Class U.S. Mail to those parties listed on the Master Service List.

Kevin D. Rice

#### Attachment A

George F. McElreath United States Trustee

Office of the United States Trustee Room 9C60 1100 Commerce Street

Dallas, Texas 75242 Tel: 214-767-8967 Fax: 214-767-8971

george.f.mcelreath@usdoj.gov

Phillip L. Lamberson

Winstead Sechrest & Minick P.C.

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FINANCIAL ADVISORS TO BANKS

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Denver, Colorado 80202

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dave.beckman@fticonsulting.com

FINANCIAL ADVISORS TO

**NOTEHOLDERS** 

# AMENDMENT NO. 3 TO DIP TERM SHEET AND AGREEMENT TO EXTEND TERMS OF CASH COLLATERAL ORDER

This agreement (this "Agreement") is entered into by and between the parties listed on the signature pages hereto and constitutes Amendment No. 3 to that certain DIP Term Sheet dated as of December 18, 2002, as amended by Amendment to DIP Term Sheet dated as of January 16, 2003 ("Amendment No. 1") and Amendment No. 2 to the DIP Term Sheet and Agreement to Extend Terms of Cash Collateral Order dated as of February 24, 2003 ("Amendment No. 2") (collectively, the "DIP Term Sheet") and also constitutes the agreement of such parties to amend the Expiration Date as defined in the Final Agreed Order Authorizing Limited Use of Cash Collateral and Granting Adequate Protection dated January 8, 2003 as extended by Amendment No. 2 (the "Cash Collateral Order").

Whereas the Borrowers have requested an extension to the Maturity Date of the DIP Facility to May 15, 2003 and have delivered to the DIP Lenders updated Cash Flow Projections as set out in Schedule "A" hereto (the "Updated Cash Flow Projections") in support of such extension request.

And whereas the DIP Lenders have consented to the updated Cash Flow Projections and have agreed to amend the DIP Term Sheet and to extend the maturity date of the DIP Facility and to amend the Expiration Date as set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the DIP Term Sheet.

NOW THEREFORE, the undersigned parties hereto agree as follows:

- 1. All references in the DIP Term Sheet to "Cash Flow Projections" shall mean the cash flow projections attached as Schedule "B" to the DIP Term Sheet, as amended, and as further amended by the Updated Cash Flow Projections attached as Schedule "A" hereto.
- 2. The reference to "US\$6,435,915.41" under the heading "Maximum Amount" shall be deleted and replaced with "US\$5,084,015.99", to reflect the principal repayment by the Borrowers to the DIP Lenders on April 2, 2003 of US\$1,351,899.42 (the "Repayment").
- 3. The pro rata DIP Commitments of the DIP Lenders set out in Schedule "A" of the DIP Term Sheet shall be amended and replaced with Schedule "B" hereto, reflecting the Repayment.
- 4. The reference to "April 15, 2003" under the heading "Maturity Date" shall be deleted and replaced with "May 15, 2003".
- 5. The DIP Credit Documentation, including, without limitation, the DIP Term Sheet and all security and guarantees granted by the undersigned in connection with the DIP Term Sheet, shall continue in full force and effect save and except as amended by this Agreement. For greater certainty, all references in the DIP Term Sheet and in the DIP Credit Documentation to the "DIP Term Sheet" and to the "DIP Credit Documentation" shall include Amendment No. 1, Amendment No. 2 and this Agreement and such further amendments to the DIP Term Sheet from time to time approved by the parties thereto.

- 6. The reference in paragraph (e) of the definition of "Expiration Date" to "April 15, 2003 at 5:00 p.m. (Central Time)" in the Cash Collateral Order shall be amended and replaced with "May 15, 2003" at 5:00 p.m. (Central Time)", with all terms and obligations of the Debtors (as defined in the Cash Collateral Order) under the Cash Collateral Order to remain in full force and effect.
- 7. This Agreement is conditional upon and shall not become effective until the Canadian Borrower has obtained an order of the Canadian Court, in form and substance satisfactory to the DIP Lenders, approving the extension of the Maturity Date of the DIP Facility in accordance with the terms set out in this Agreement.
- 8. The provisions in the DIP Term Sheet under the heading "Counterparts" shall be deemed to be incorporated herein.
- 9. This Agreement shall be governed by the laws of Ontario and shall be treated in all respects as an Ontario contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties hereby execute this Agreement as of April 14, 2003.

MOSAIC GROUP INC.,

as Canadian Borrower

By: Name:

Title:

MOSAIC GROUP (US) INC.,

as U.S. Borrower

By: (

Title:

MOSAIC SALES SOLUTIONS

CORP, as DIP Guerantor

By:

Name:

Title:

FIELD ENERGY SERVICES LTD, as

DIP Guarantor-

By: ( Name:

Title:

MOSAIC MARKETING AND TECHNOLOGY SOLUTIONS

CORP, as DIF Guarantor

By: ( Name:

Title:

MOSAIC MARKETING AND TECHNOLOGY SOLUTIONS (II)

CORP, as DIP Guarantor

By: Name:

Title:

MEDIUM ONE PRODUCTIONS

INC, as DIP Guarantor

By:

Name:

Title:

MOSAIC INVESTMENTS INC., as

**DIP** Guarantor

By:

Name:

Title:

-4-

MOSAIC SALES SOLUTIONS (I) INC., as DIP Guarantor	MOSAIC SALES SOLUTIONS (II) INC., as DIP Guarantor
By: Name: Title:	By: Name: Title:
MOSAIC SALES SOLUTIONS (III) (LP) INC., as DIF Guarantor	MOSAIC SALES SOLUTIONS (III) (GP) INC., as DIF Guarantor  By:
Name Title:	Name: Title:
MOSAIC SALES SOLUTIONS (III) L.P., as DIP Guarantor	MOSAIC PREPAID SOLUTIONS INC., as DIP Guarantor
By: Name: Title:	By: Name: Title:
MOSAIC GROUP (US) PARTNERSHIP, as DIP Guarantor	MOSAIC PERFORMANCE SOLUTIONS INC. as DIP Guarantor
By: Name: Title:	By: Name: Title:

-4-

MOSAIC SALES SOLUTIONS (I) INC., as DIP Guarantor	MOSAIC SALES SOLUTIONS (II) INC., as DIP Guarantor		
By: Name: Title:	By: Name: Title:		
MOSAIC SALES SOLUTIONS (III) (LP) INC., as DIP Guarantor	MOSAIC SALES SOLUTIONS (III) (GP) INC., as DIP Guarantor		
By: Name: Title:	By: Name: Title:		
MOSAIC SALES SOLUTIONS (III) L.P., as DIP Guarantor	MOSAIC PREPAID SOLUTIONS INC., as DIP Guarantor		
By: Name: Title:	Name: David by on Title: Officer		
MOSAIC GROUP (US) PARTNERSHIP, as DIP Guarantor	MOSAIC PERFORMANCE SOLUTIONS INC., as DIP Guarantor		
By: Name: Title:	By: Name: Title:		

- 4 -

MOSAIC SALES SOLUTIONS (I) INC., as DIP Guarantor	MOSAIC SALES SOLUTIONS (II) INC., as DIP Guarantor
By: Name: Title:	By: Name: Title:
MOSAIC SALES SOLUTIONS (III) (LP) INC., as DIP Guarantor	MOSAIC SALES SOLUTIONS (III) (GP) INC., as DIP Guarantor
By: Name: Title:	By: Name: Title:
MOSAIC SALES SOLUTIONS (III) L.P., as DIP Guarantor	MOSAIC PREPAID SOLUTIONS INC., as DIP Guarantor
By: Name: Title:	By: Name: Title:
MOSAIC GROUP (US) PARTNERSHIP, as DIP Guarantor  By:	MOSAIC PERFORMANCE SOLUTIONS INC., as DIP Guarantor
By: AM POWER  Name: AML ABBUTTED  Title: MANAGER	By: Name: Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender		
By: Miller Title: General Monnys	By: Name: ken Mills Title: General Monger		
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender		
By: Name: Title:	By: Name: Title:		
THE TORONTO-DOMINION BANK, as DIP Lender	THE BANK OF NOVA SCOTIA, as DIP Lender		
By: Name: Title:	By: Name: Title:		
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender		
By: Name: Title:	By: Name: Title:		

- 5 -

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender			
By: Name: . Title:	By: Name: Title:			
HSBC BANK CANADA, 25 DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender			
By: Name: J.S. BRYDON ASSISTANT VICE PRESIDENT	By: Name: Title:			
THE TORONTO-DOMINION BANK, as DIP Lender	THE BANK OF NOVA SCOTIA, as DIP Lender			
By: Name: Title:	By: Name: Title:			
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender			
By: Name:	By: Name:			

Title:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender
By: Name: Title:	By: Name: Title:
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender
By: Name; Title:	By: Saye C. Plunkett Title: First Vice President
THE TORONTO-DOMINION BANK, as DIP Lender	THE BANK OF NOVA SCOTIA, as DIP Lender
By: Name: Title:	By: Name: Title:
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender
By: Name: Title:	By: Name: Title:

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-5-

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender
By: Name: Title:	By: Name: Title:
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender
By: Name: Title:	By: Name: Title:
THE TORONTO-DOMINION BANK, as DIP Lender. By:	THE BANK OF NOVA SCOTIA, as DIP Lender  By:
Name: Howard M. Cohen Title: Vice-President Corporate Credit	Name: Title:
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, 25 DIP Lender
Ву:	Ву:
Name:	Name:
Title:	Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender		
By: Name: Title:	By: Name: Title:		
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH as DIP Lender		
By: Name: Title:	By: Name: Title:		
THE TORONTO-DOMINION BANK, as DIP Lender  By: Name:	THE BANK OF NOVA SCOTIA, as DIP Lender  By: Name:  D. SMILLER		
Title:	Title: SENIOR MANAGEC.		
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender		
By: Name: Title:	By: Name: Title:		

- 5 -

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender		
By: Name: Title:	By: Name: Title:		
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender		
By: Name: Title:	By: Name: Title:		
THE TORONTO-DOMINION BANK, as DIP Lender	THE BANK OF NOVA SCOTIA, as DIP Lender		
By: Name: Title:	By: Name: Title:		
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender		
By: Name: Stanley J. Julien Title: Director	By: Name: Title:		

**- 5** -

CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Agent and DIP Collateral Agent	CANADIAN IMPERIAL BANK OF COMMERCE, as DIP Lender		
By: Name: Title;	By: Name: Title:		
HSBC BANK CANADA, as DIP Lender	BANK ONE, NA, CANADA BRANCH, as DIP Lender		
By: Name: Title:	By: Name: Title:		
THE TORONTO-DOMINION BANK, 25 DIP Lender	THE BANK OF NOVA SCOTIA, as DIP Lender		
By: Name: Title:	By: Name: Title:		
BANK OF MONTREAL, as DIP Lender	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as DIP Lender		
By: Name: Title:	By: Mann Son lang Will. Name: matthow R. Dougless Title: Vice President		

-6-

JACKSON NATIONAL LIFE INSURANCE COMPANY, by PPM America, Inc. as attorney in fact, on

America, Inc. as attorney in fact, on behalf of Jackson National Life Insurance Company, as DIP Lender

By: Duffer Name: James Schaeffer Title: Vice President

RELIASTAR LIFE INSURANCE COMPANY, as DIP Lender by ING INVESTMENT MANAGEMENT LLC AS AGENT

By:
Name:
Title:

JACKSON NATIONAL LIFE
INSURANCE COMPANY OF NEW
YORK, by PPM America, Inc. as attorney
in fact, on behalf of Jackson National Life

Insurance Company, as DIP Lender

Name: James Schaeffer
Title: Vice President

## JACKSON NATIONAL LIFE INSURANCE COMPANY, by PPM

America, Inc. as attorney in fact, on behalf of Jackson National Life Insurance Company, as DIP Lender

Ву:	 	 	
Name:			
Title			

RELIASTAR LIFE INSURANCE COMPANY, as DIP Lender by ING INVESTMENT MANAGEMENT LLC AS AGENT

Name: James V. Wittich
Title: Senior Vice President

## JACKSON NATIONAL LIFE INSURANCE COMPANY OF NEW

YORK, by PPM America, Inc. as attorney in fact, on behalf of Jackson National Life Insurance Company, as DIP Lender

Ву:	 ·	
Name:		
Title:		

# SCHEDULE "A' TO AMENDMENT NO. 3 TO DIP TERM SHEET UPDATED CASH FLOWS

MOSAIC GROUP INC. Cash Flow Projection Summary CCAA - Consolidated US and Canada

USS EXCHANGE RATE USED

SCHEDULE "A" TO AMENDMENT NO. 3 TO DIP TERM SHEET AND ACREMENT TO EXTEND TERMS OF CASH COLLATERAL ORDER

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Cash recepts	•	000'08	343,936	166.271	316,861	678,522	2,159,058	303,000	441,718	181,000	1,167,439	2,007,475	3,609,913	5,746,127	6,703,464	990'690'5	28,975,853
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Total Outflows	deb-c	61,408	906,504	607,350	009'¥	41,491	2,254,762	899,248	1,500,618	163,060	101.8	4,856,884	2,386,445	8,929,477	2721,112	7,967,004	33,226,960
Cash Surplus/(Deficiency)	Ĭ	18,593	(561,566)	(441,079)	222,381	637,031	(96,704)	(396,248)	(1,058,900)	(2,080)	1,156,336	(2,849,408)	1,223,468	(3,161,349)	3,942,352	(2,917,837)	. 14,251,107)
Cumulative Cash Surplus/(Deficiency)	-	18,563	(\$42,973)	(964,052)	(751,690)	(114,638)	(EMC,015)	(606,610)	(1,665,510)	(1,647,570)	(306,232)	(3,357,640)	(2,134,173)	(5,315,522)	(1,333,170)	(4,281,107)	
Provach for revenue risk (collections) Provation for perments in excess of divisional forecasts	1980	(6,000)	(25,796)	(12,470)	(23,766)	(20,849)	(125,000)	(22,725)	(33,128)	(13.575)	(87,358)	(150,561)	(270,743)	(431,110)	(502,760)	(380,180)	(2,173,189)
Total exposuries 11, 12		(8,000)	(25,785)	(12470)	(23 785)	(50,849)	(226,922)	(22.725)	(03,129)	(13,678)	(02,550)	(276,581)	(384.743)	. (568, 110)	(827,780)	(605.180)	. (2,922,188)
Cash Surblut/Deficency) net of exposures Cumulative Cash SumfusitDeficiency) and of	-	12,583	(567,361)	(453,549)	208,597	586,142	(362,633)	(418,973)	(1,092,029)	(15,635)	1,071,780	(3.124,969)	£27,724	(3,737,459)	3,354,582	(3,423,117)	(7,174,296)
exposure	-	12,583	(374,768)	(1,028,318)	(818,721)	(233,579)	(616,211)	(1,035,184)	(2,127,213)	(2,142,848)	(1,871,068)	(4.196,037)	(3,368,312)	(7,106,771)	(3,731,173)	(7,174,286)	
Cash on Hend: Opering Consoldered Batance Repayments on DIP Loan		17,007,225 17,018,617	17,018,617	16,432,457	15.978,907	16,187,504	16,773,646	16,391,013	15,972,041	14,880,012	14,864,377	16,936,157	12,811,180	13,638,913	9,301,454	13,258,046	17,007,225
Net Change for week (including aspoeures) Consol, Balance before DIP repayments	<u>f</u> -	17,019,817	16,432,457	13,813,907	16,117,504	\$58,142 16,773,646	(362,633)	15,972,041	14,880,612	(15,638)	15,836,157	12,811,188	13,636,913	9,961,454	1,354,592	9,632,929	9,832,929
Trade crack - post pathon Liquidity net of Trade Credit	- <del>1</del>	15,819,817	15,232,457	1,200,000	14,967,604	15,673,646	15, 191,013	1,772,041	13,640,012	13,664,377	1,200,000 × 14,736,157	1,200,000	1,200,000 1 2,434,913	1,701,45	1,200,000	1,200,000	A 632,929
MMT Windsor Escrow Funds Propects AR			•				200,000	,	326,500	•		92	200 000		500	163,250	489,750
MMT Windsor Escrow Funds recy'd in period MMT Windsor Escrow Funds - cumulative	-			ļ			200,000	200,000	326,500 526,500	528,500	. 528,500	200,000 726,500	200,000 828,500	200,000 1,126,500	1,314,000	350,750 1,864,750	1,864,750
Liquidity including MMT Windsor Funds		15,819,817 15,232,457		14,778,907	14,987.504 11	15.573,646	15,381,013	14,972,041 1	14,206,512 1		15,262,657 1	12,337,888 1.	13,385,413	1, 827,954 1.	13,370,046	10,297,679	10,297,679

MOSAIC GROUP INC. Cash Flow Projection Summary CCAA - Canadian Companies

CDNS													-	~	-	•	
	1	F. Apr. 63	Mon	OE-Apr-63 Tue	V9-Apr-03 Wed	10-4pr-03 Thu	11-Apr-03	Mon Mon	15-Apr-03 Tire	16-Apr 23	17-Apr-03 Thu	18-Apr-03	21-Apr-03	Waek Beginning: 28-Apr-03 05-May-03	pinning: 05-May-03	12-May-03	
<u>Cash infoess.</u> Cean receipts		90,000	343,938	130,000	140,000	647.022	747,977	75,000	373,482	158,500	1,114,000	368,560	963,700	1,497,468	1,270,862	1,465,761	8,877,209
Menagement fees to MGI							92,306					905,308	85,308	85,30	82,308	92,308	563,846
Alocation of San Diego IT devalopment costs Restructuring Costs Alocation							150,000		٠.		٠.	150,000	150,000	150,000	150,000	150,000	000,000
Intercompany		•	•					•						48,000			48,000
	•	80,000	343,938	130,000	140,000	647,022	619,810	75,000	373,462	158,500	1,114,939	958'009	1,196,006	1,917,301	1,513,170	1,728,069	10,638,105
Cest Outlans. Operational:																	
Pre-Petton Payments							. ;		. 8	. §		. 8			. 000	. 22	
Payrol Fundament Approprie				٠.			28. 18.		M .	3.		3.	œ	25.45g	Q .	20,00	50,000
Employee Expenses					1,000		5,750		95,000	1,000		5,750	90	91,750	46,750	91,750	335,654
Rent									30.00				15,000	3,000	. 000	10.000	786,000 38,000
Leases		. 8			. 8	8 5	. 60	. 8		. \$	58	3,000	200	7,80	8	8	19,491
Trade suppliers		κ. 8	300,000	g .	8 ·	<b>20</b> .	. 20		B	Ŗ.		. v	9,0,368		, .	<u>8</u> .	*, 378, 632
Commodity Taxes			٠.	٠.			٠.	٠.	30,00		٠.	٠.	240,376	90.00	٠.	30,000	360,376
	ļ	.						- 1									
	•	32.036	300,000	551,100	77,000	18,901	334,363	150,000	1,460,386	115,580	<b>19</b>	161,936 302,187	1,072,257	2,205,325	630,987	1,596,984	9,027,457
Mon-Operational.								•					98,000				96,000
Restructuring Costs			-		-		300,000	-				300,000	300,000	300,000	300,000	300,000	1,800,000
	,																
Intercompany	•													% 96 97	24.00d		48,000
Total Outflows	P+c+q.	32,936	300,000	551,100	77,000	18.901	634,363	150,000	1,489,386	115,560	100	461,938	1,428,257	2,529,325	100,100	2,166,964	10,931,457
Cash Surplus/(Deficiency) Cemulative Cash Surplus/(Deficiency)	į.	47,084	43,938	(421,100)	62,000 (267,096)	628,031 368,934	(14,573) 346,361	(75,000) (1	(1,115,884) (844,533)	42,940 1 (881,583)	312,746	138,820	218,416	(612,025) (392,606)	558.173 165,564	(458,915) (293,351)	(282,361)
Provision for revenue risk (collectors)	ţ	(8,000)	(25,796)	(9.750)	(10,500)	(48,527)	(18,598)	(5.625)	(28.012)	(11,886)	(83,620)	(26,891)	(71,528)	(112,310)	(86,315)	(111,432)	(865,791)
Provision for payments in excess or divisions reported Total exposures		(000.9)	(25.795)	(0.750)	(10,500)	(48,527)	(60,265)	(5,625)	(28,012)	(11,888)	(83,620)	(08,550)	(113,194)	(183,977)	(136,981)	(153,000)	(915,791)
Cash Surplus/(Deficiency) net of empotures Cumulative Cash Surplus/(Deficiency) net of	<b>1</b> -	41,064 41,964	18,143	(430,850)	52.500 (319,143)	579,505 260,362	(74,838) 185,824	(80,625) (1 164,888 (1	(1,143,906) (1,038,967) (1,	31,053 1, (1,007,954)	1,030,718 22,783	70,362	(346,443)	(786,001) (1,918,319)	421,191 (307,128)	(812,014)	(1,209,142)
		=														16,410,097	17,007,225
	= -	17,040,236	P66.AZZ 16	16,636,582 16,	16,888,882 17,	17.282,782,11	17,182,746 17,	17,112,124 15	15,968,218 15,	15,998,279 17,	17,028,986 17,	17,100,351	14,754,007	15,948,906	16,410,097	15,794,043	15,794,040
Trade credit - post pestion Liquidity net of trade credit	E F	16,582,289 16	1610,432 16	456,000 16,179,562 16,	456,000 16,232,062 16,	16,811,587 16	16,736,749 16,	16,656,124 15,	456,000	456,000 15,543,270 16,	456,000 16,1	456,000	16,206,907	15,532,906	456,000	456,000	15,342,063
MMT Windsor Eacrow Funds Proceeds		,			٠		. 8		326,500	٠					. 5	163,250	486,750
MMT Windsor Escrow Funds recy'd in period MMT Windsor Escrow Funds - cumvistive	1	ļ	ļ	ļ		ļ	200,000	200,000	326,500	526,500	528,500	200,000	200,000	200,000	1,314,000	360,750 1,864,750	1.864.750
LiquidRy Including MNET Windsor Funds	.,91	16,592,289 16,	,610,432 16,	16,179,582 16,	16,232,062 16,	16,811,567 16,	16,936,749 16,1	16,856,124 16,	16,038,718 16,0	16,069,770 17,1	17,100,488 17,3	17,370,861 17,	17,225,407 16	16,659,406 17	17,268,097	17,006,633	17, 008,833

### SCHEDULE "B' TO AMENDMENT NO. 3 TO DIP TERM SHEET

### PRO RATA DIP COMMITMENTS IN DIP FACILITY

DIP Lender	DIP Commitment (US\$/US\$ equivalent)	DIP Percentage
Canadian Imperial Bank of Commerce	\$428,812.36	8,43452%
The Toronto-Dominion Bank	\$290,079.21	5.70571%
Bank of Montreal	\$290,079.21	5.70571%
Bank One, NA, Canada Branch	\$225,803.01	4.44143%
HSBC Bank Canada	\$217,141.37	4.27106%
The Bank of Nova Scotia	\$447,503.22	8.80216%
The Prudential Insurance Company of America	\$2,069,988.62	40.71562%
Jackson National Life Insurance Company	\$382,151.76	7.51673%
Jackson National Life Insurance Company of New York	\$95,537.81	1.87918%
Reliastar Life Insurance Company	\$636.919.42	12.52788%
TOTAL:	\$5,084,015.99	100%