

ORIGINAL

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Attorneys for Debtors and Debtors in Possession

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

IN RE:

MOSAIC GROUP (US) INC., et al.

Debtors.

§
§
§
§
§
§

**Case No. 02-81440-HDH-11
(Chapter 11)
(Jointly Administered)**

**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"),¹ 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

¹ 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, 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: 

Charles R. Gibbs

Texas State Bar No. 07846300

Kevin D. Rice

Texas State Bar No. 24028469

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AND

David H. Botter

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Telephone: (212) 872-1000

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**ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION**

AND

VINSON & ELKINS L.L.P.

By:  w/ permission RHL

Daniel C. Stewart, SBT #19206500

William L. Wallander, SBT #20780750

3700 Trammell Crow Center

2001 Ross Avenue

Dallas, TX 75242

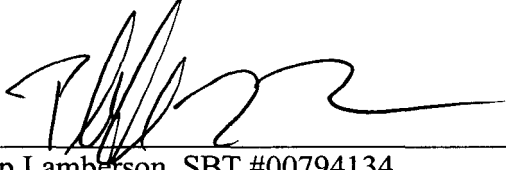
Tel: 214-220-7700

Fax: 214-220-7716

**COUNSEL FOR THE COLLATERAL AGENT
OF THE PREPETITION LENDERS**

AND

WINSTEAD SECHREST & MINICK, P.C.

By: 
Philip Lamberson, SBT #00794134
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Fax: (214) 745-5390

-AND-

BINGHAM MCCUTCHEN LLP
Jeffrey T. Kirshner (NY-1281)
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New York, New York 10022
Tel: 212-705-7700
Fax: 212-752-5378

**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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1201 Elm Street
Dallas, TX 75270-2199
Tel: 214-745-5400
Fax: 214-745-5390
plambers@winstead.com
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Milly Chow
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Commerce Court West
Toronto, Ontario
M5L 1A9
Tel: 416-863-2594
Fax: 416-863-2653
milly.chow@blakes.com
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Sheryl E. Seigel
Fasken Martineau
66 Wellington Street West
Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario
M5K 1N6
Tel: 416-868-3475
Fax: 416-364-7813
sseigel@tor.fasken.com
CANADIAN COUNSEL TO NOTEHOLDERS

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3700 Trammell Crow Center
2001 Ross Avenue
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Fax: 214 999.7905
bwallander@velaw.com
COUNSEL FOR BANKS

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Mark Deveno
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Tel: 212-318-7700
Fax: 212-752-5378
ronald.silverman@bingham.com
mark.deveno@bingham.com
COUNSEL TO NOTEHOLDERS

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Toronto, Ontario
M5H 1V8
Tel: 416-815-5090
Fax: 416-941-8378
greg.watson@ca.pwcglobal.com
FINANCIAL ADVISORS TO BANKS

David J. Beckman
FTI Consulting
1670 Broadway, Suite 1000
Denver, Colorado 80202
Tel: 720-931-7213
Fax: 720-931-7103
dave.beckman@fticonsulting.com
FINANCIAL ADVISORS TO
NOTEHOLDERS

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

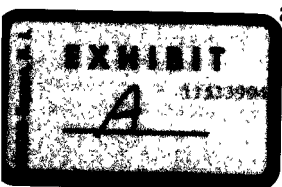
This agreement (this "**Agreement**") is entered into by and between the parties listed on the signature pages hereto and constitutes Amendment No. 3 to that certain DIP Term Sheet dated as of December 18, 2002, as amended by Amendment to DIP Term Sheet dated as of January 16, 2003 ("**Amendment No. 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]

- 3 -

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

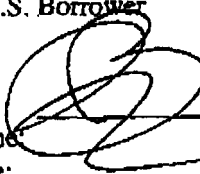
MOSAIC GROUP INC.,
as Canadian Borrower

By: _____
Name: _____
Title: _____



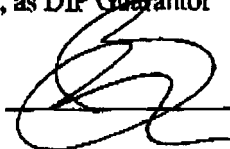
MOSAIC GROUP (US) INC.,
as U.S. Borrower

By: _____
Name: _____
Title: _____



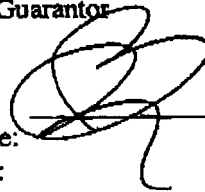
MOSAIC SALES SOLUTIONS
CORP, as DIP Guarantor

By: _____
Name: _____
Title: _____



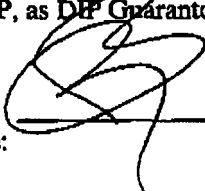
FIELD ENERGY SERVICES LTD, as
DIP Guarantor

By: _____
Name: _____
Title: _____



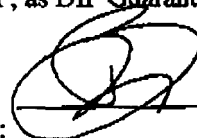
MOSAIC MARKETING AND
TECHNOLOGY SOLUTIONS
CORP, as DIP Guarantor

By: _____
Name: _____
Title: _____



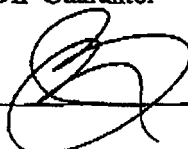
MOSAIC MARKETING AND
TECHNOLOGY SOLUTIONS (II)
CORP, as DIP Guarantor

By: _____
Name: _____
Title: _____



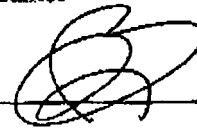
MEDIUM ONE PRODUCTIONS
INC, as DIP Guarantor

By: _____
Name: _____
Title: _____



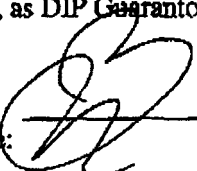
MOSAIC INVESTMENTS INC., as
DIP Guarantor

By: _____
Name: _____
Title: _____

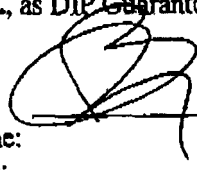


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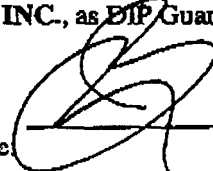
**MOSAIC SALES SOLUTIONS (I)
INC., as DIP Guarantor**

By: 
Name: _____
Title: _____

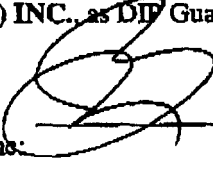
**MOSAIC SALES SOLUTIONS (II)
INC., as DIP Guarantor**

By: 
Name: _____
Title: _____

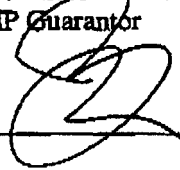
**MOSAIC SALES SOLUTIONS (III)
(LP) INC., as DIP Guarantor**

By: 
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (III)
(GP) INC., as DIP Guarantor**

By: 
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (III)
L.P., as DIP Guarantor**

By: 
Name: _____
Title: _____

**MOSAIC PREPAID SOLUTIONS
INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC GROUP (US)
PARTNERSHIP, as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC PERFORMANCE
SOLUTIONS INC., as DIP Guarantor**

By: 
Name: _____
Title: _____

Apr-14-03 01:27P mosaic performance

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- 4 -

**MOSAIC SALES SOLUTIONS (I)
INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (II)
INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (III)
(LP) INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (III)
(GP) INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC SALES SOLUTIONS (III)
L.P., as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC PREPAID SOLUTIONS
INC., as DIP Guarantor**

By: David Byron
Name: David Byron
Title: officer

**MOSAIC GROUP (US)
PARTNERSHIP, as DIP Guarantor**

By: _____
Name: _____
Title: _____

**MOSAIC PERFORMANCE
SOLUTIONS INC., as DIP Guarantor**

By: _____
Name: _____
Title: _____

- 4 -

MOSAIC SALES SOLUTIONS (I)
INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC SALES SOLUTIONS (II)
INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC SALES SOLUTIONS (III)
(LP) INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC SALES SOLUTIONS (III)
(GP) INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC SALES SOLUTIONS (III)
L.P., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC PREPAID SOLUTIONS
INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

MOSAIC GROUP (US)
PARTNERSHIP, as DIP Guarantor

By: *Paul Proquity*
Name: *PAUL PROQUITY*
Title: *MANAGER*

MOSAIC PERFORMANCE
SOLUTIONS INC., as DIP Guarantor

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: 

Name: Ken Miller

Title: General Manager

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: 

Name: Ken Miller

Title: General Manager

**HSBC BANK CANADA, as DIP
Lender**

By: _____

Name: _____

Title: _____

**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: _____

Name: _____

Title: _____

**THE TORONTO-DOMINION
BANK, as DIP Lender**

By: _____

Name: _____

Title: _____

**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: _____

Name: _____

Title: _____

**BANK OF MONTREAL, as DIP
Lender**

By: _____

Name: _____

Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: _____

Name: _____

Title: _____

- 5 -

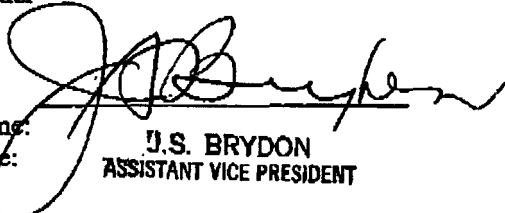
**CANADIAN IMPERIAL BANK OF
COMMERCE**, as DIP Agent and DIP
Collateral Agent

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as DIP Lender

By: _____
Name: _____
Title: _____

HSBC BANK CANADA, as DIP
Lender

By: 
Name: _____
Title: **J.S. BRYDON**
ASSISTANT VICE PRESIDENT

BANK ONE, NA, CANADA BRANCH,
as DIP Lender

By: _____
Name: _____
Title: _____

**THE TORONTO-DOMINION
BANK**, as DIP Lender

By: _____
Name: _____
Title: _____

THE BANK OF NOVA SCOTIA, as
DIP Lender

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as DIP
Lender

By: _____
Name: _____
Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**, as DIP
Lender

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: _____
Name: _____
Title: _____

**HSBC BANK CANADA, as DIP
Lender**

By: _____
Name: _____
Title: _____

**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: *Gaye C. Plunkett*
Name: Gaye C. Plunkett
Title: First Vice President

**THE TORONTO-DOMINION
BANK, as DIP Lender**

By: _____
Name: _____
Title: _____

**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: _____
Name: _____
Title: _____

**BANK OF MONTREAL, as DIP
Lender**

By: _____
Name: _____
Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: _____
Name: _____
Title: _____

- 5 -

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: _____
Name: _____
Title: _____

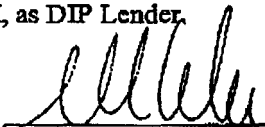
**HSBC BANK CANADA, as DIP
Lender**

By: _____
Name: _____
Title: _____

**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: _____
Name: _____
Title: _____

**THE TORONTO-DOMINION
BANK, as DIP Lender**

By:  _____
Name: Howard M. Cohen
Title: Vice-President
Corporate Credit

**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: _____
Name: _____
Title: _____

**BANK OF MONTREAL, as DIP
Lender**

By: _____
Name: _____
Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: _____
Name: _____
Title: _____

- 5 -

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: _____
Name: _____
Title: _____

**HSBC BANK CANADA, as DIP
Lender**

By: _____
Name: _____
Title: _____

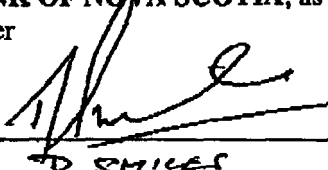
**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: _____
Name: _____
Title: _____

**THE TORONTO-DOMINION
BANK, as DIP Lender**

By: _____
Name: _____
Title: _____

**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: 
Name: **D. SMILES**
Title: **SENIOR MANAGER.**

**BANK OF MONTREAL, as DIP
Lender**

By: _____
Name: _____
Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: _____
Name: _____
Title: _____

- 5 -

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: _____
Name: _____
Title: _____

**HSBC BANK CANADA, as DIP
Lender**

By: _____
Name: _____
Title: _____

**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: _____
Name: _____
Title: _____

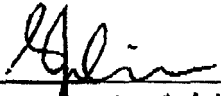
**THE TORONTO-DOMINION
BANK, as DIP Lender**

By: _____
Name: _____
Title: _____

**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: _____
Name: _____
Title: _____

**BANK OF MONTREAL, as DIP
Lender**

By:  _____
Name: Stanley J. Julien
Title: Director

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: _____
Name: _____
Title: _____

- 5 -

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Agent and DIP
Collateral Agent**

By: _____
Name: _____
Title: _____

**CANADIAN IMPERIAL BANK OF
COMMERCE, as DIP Lender**

By: _____
Name: _____
Title: _____

**HSBC BANK CANADA, as DIP
Lender**

By: _____
Name: _____
Title: _____

**BANK ONE, NA, CANADA BRANCH,
as DIP Lender**

By: _____
Name: _____
Title: _____

**THE TORONTO-DOMINION
BANK, as DIP Lender**

By: _____
Name: _____
Title: _____


**THE BANK OF NOVA SCOTIA, as
DIP Lender**

By: _____
Name: _____
Title: _____

**BANK OF MONTREAL, as DIP
Lender**

By: _____
Name: _____
Title: _____

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as DIP
Lender**

By: 
Name: Matthew R. Douglas
Title: Vice President

- 6 -

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**, by PPM
America, Inc. as attorney in fact, on
behalf of Jackson National Life
Insurance Company, as DIP Lender

By: _____

Name: James Schaeffer

Title: 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

By: _____

Name: James Schaeffer

Title: Vice President

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

By: _____

Name:

Title:

- 6 -


**JACKSON NATIONAL LIFE
INSURANCE COMPANY**, by PPM
America, Inc. as attorney in fact, on
behalf of Jackson National Life
Insurance Company, as DIP Lender

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

By: _____
Name: _____
Title: _____

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

By: 
Name: James V. Wittich
Title: Senior Vice President

SCHEDULE "A" TO AMENDMENT NO. 3 TO DIP TERM SHEET

UPDATED CASH FLOWS

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

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04/14/2003 12:12 PM CF SUMMARY Apr 4th - 5 weeks old

CDAYS

MMT Windsor Escrow Funds
Proceeds
AIR
MMT Windsor Escrow Funds rec'd in period
MMT Windsor Escrow Funds - cumulative
Liquidity Including MMT Windsor Funds

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%