SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is entered by and among Mosaic Group (US) Inc.; 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 (collectively, the "Debtors") and Tom S. Murphy (the "Claimant") and has reference to the following facts and circumstances:

A. On December 17, 2002 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court") (the Debtors' cases are collectively referred to hereafter as the "Bankruptcy Case").

B. On December 5, 2003, the Claimant filed its Application for Administrative Expense Claim of Tom S. Murphy (the "Claim").

C. The Debtors filed an objection to the Claim on December 24, 2003 (the "Debtors' Objection").

D. On or about December 24, 2003, Canadian Imperial Bank of Commerce, as agent for the secured lenders in these cases (collectively, the "Banks") filed an objection to the Claim (the "Lenders' Objection").

E. On June 3, 2004 the Bankruptcy Court entered its Order Granting Amended Motion to Appoint a Chapter 11 Trustee, and ordered that a Chapter 11 Trustee be appointed in the Bankruptcy Case pursuant to 11 U.S.C. §1104(a).

F. On June 14, 2004 the Bankruptcy Court entered its Order Approving Appointment of Trustee, and appointed Jeffrey H. Mims as Chapter 11 Trustee of the Debtors' respective bankruptcy estates.

G. After his appointment, the Trustee assumed the Debtors' role in negotiating a resolution to the Claim and the Debtors' Objection.

H. In order to avoid the costs, expense and uncertainty of litigation, the Trustee and the Claimant are willing to settle the dispute concerning the Claim on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for the good and valuable consideration provided herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term "Effective Date" as used in this Settlement Agreement shall mean the first business day upon which all of the following conditions have been satisfied:

a. An order approving this Settlement Agreement and authorizing the Trustee to enter into this Settlement Agreement (the "Approval Order") shall have been entered by the Bankruptcy Court in the Bankruptcy Case;

b. Ten days (as computed in accordance with Fed. R. Bankr. P. 9006) shall have passed from the entry of the Approval Order; and

c. The Approval Order shall not have been reversed or modified on appeal and all appeals shall be completed.

2. The Trustee agrees that the Claimant shall have an allowed administrative claim in the amount of $7,500 pursuant to 11 U.S.C. § 507(a)(1) (the "Allowed Claim").

3. On or within ten (10) days after the Effective Date, the Trustee shall make payment to the Claimant in the amount of the Allowed Claim.

4. Upon the Effective Date and following receipt of the settlement payment, and except for the rights, duties and obligations created or preserved by this Settlement Agreement, the Claimant hereby waives, releases, relinquishes and discharges all claims, rights, remedies, actions, demands, debts, agreements, liabilities, promises, damages and causes of action of every type and nature whatsoever, that the Claimant has or may have against the Trustee, the Debtors and/or the Debtors' estates.

5. Upon the Effective Date and except for the rights, duties and obligations created or preserved by this Settlement Agreement, the Trustee, on his own behalf and on behalf of the Debtors, hereby waives, releases, relinquishes and discharges all claims, rights, remedies, actions, demands, debts, agreements, liabilities, promises, damages and causes of action of every type and nature whatsoever, that the Trustee or the Debtors have or may have against the Claimant, with the exception of those claims, rights, remedies, actions, demands, debts, agreements, liabilities, promises, damages and causes of action arising under Chapter 5 of Title 11 of the United States Code.

6. The parties hereto further understand and agree that by execution of this Settlement Agreement, no party admits any liability.

7. Each of the parties hereto represents and warrants to each other as follows:

a. Prior to the execution of this Settlement Agreement each of the parties reviewed this Settlement Agreement, and each of the parties hereto has received independent legal advice from attorneys of its own choice, with respect to the advisability of executing this Settlement Agreement.

b. The terms of this Settlement Agreement are contractual and not a mere recital. This Settlement Agreement is the result of arms-length negotiations between the parties hereto, each of whom has participated in the drafting hereof, and is not to be construed for or against either party.

c. This Settlement Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each of the parties executing this Settlement Agreement. Each party hereto further expressly acknowledges that it and its counsel has had adequate opportunity to make whatever investigations or inquiry they deem necessary or desirable in connection with the subject matter of this Settlement Agreement prior to execution hereof and the provision, delivery, and acceptance of the considerations specified herein.

d. Each of the parties hereto represents and warrants to the other that it is the sole and lawful owner of all right, title and interest in and to every claim and cause of action and other matter to be released pursuant to this Settlement Agreement, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any of the released claims, causes of action and/or other matters released pursuant to this Settlement Agreement.

e. Each of the parties hereto represents and warrants to the other parties that it is authorized to execute this Settlement Agreement, and that, upon the Effective Date, this Settlement Agreement is and will be a valid and binding release as to it and is and will be fully enforceable against it according to the terms of the Settlement Agreement.

8. The parties acknowledge that they each executed this Settlement Agreement voluntarily and that, in so doing, each party did not rely on any promise, inducement, and representation or warranty that is not contained in this Settlement Agreement.

9. This Settlement Agreement constitutes the final and complete Settlement Agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matter directly, indirectly, or collaterally related to the subject matter of this Settlement Agreement. Each party to this Settlement Agreement understands that in the event of any subsequent litigation, controversy, or dispute concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence concerning any other collateral or oral agreement between the parties not included herein.

10. No supplement, modification or amendment to this Settlement Agreement shall be binding unless executed in writing by the parties. No failure by a party to enforce its or his rights under this Settlement Agreement shall be deemed to be, nor shall it constitute, a waiver of such rights unless such waiver is expressly contained in writing by the party making the waiver. No waiver of any one provision of this Settlement Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision, whether or not similar.

11. This Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective administrators, trustees, executors, personal representatives, successors, and assigns.

12. Each party agrees to take such further acts and execute such additional documents as may be reasonably necessary or desirable to carry out the provisions and purposes of this Settlement Agreement.

13. This Settlement Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Texas, without regard to its conflict of laws provision. The Bankruptcy Court shall retain jurisdiction to construe and enforce this Settlement Agreement.

14. Should any part, term or provision of this Settlement Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

15. In this Settlement Agreement, any use of one gender shall include all genders, and unless the context requires otherwise, the singular includes the plural and the plural includes the singular.

16. This Settlement Agreement may be executed in counterparts, and any number of which that has been executed by all parties shall be deemed to constitute one original. The Trustee, his attorneys and agents may integrate into a single Settlement Agreement signature pages from separate counterpart Settlement Agreements.

17. Notwithstanding anything to the contrary, this Settlement Agreement shall not be effective until executed by all parties and approved by an order of the Bankruptcy Court.

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

By: _____
Tom S. Murphy

Date: _____

By: _____
JEFFREY H. MIMS,
CHAPTER 11 TRUSTEE

Date: 8/30/04

17. Notwithstanding anything to the contrary, this Settlement Agreement shall not be effective until executed by all parties and approved by an order of the Bankruptcy Court.

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

By: Tom S. Murphy
Tom S. Murphy

Date: 8/2/04

By: _____
JEFFREY H. MIMS,
CHAPTER 11 TRUSTEE

Date: _____