SO ORDERED,

Judge Katharine M. Samson
United States Bankruptcy Judge
Date Signed: October 14, 2015

The Order of the Court is set forth below. The docket reflects the date entered.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

In re:	)	
	)	
MISSISSIPPI PHOSPHATES CORPORATION, *et al.*[1]	)	**CASE NO. 14-51667-KMS**
	)	**Chapter 11**
	)	
Debtors	)	**Jointly Administered**
	)	

ORDER GRANTING MOTION OF DEBTORS, PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 363, 365, 503, AND 507, AND BANKRUPTCY RULES 2002, 3007, 6004, 6006, 9007, AND 9014, FOR ENTRY OF AN ORDER (A) APPROVING THE LIQUIDATION TRUST ASSET PURCHASE AGREEMENT, (B) AUTHORIZING SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, AND (C) GRANTING RELATED RELIEF
[Dkt. ## 818; 819; 880; 901; 905; 907; 937; 939; 950; 962, and 979]

This matter came on for consideration on the *Motion of Debtors, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503, and 507, and Bankruptcy Rules 2002, 3007, 6004, 6006, 9007, and 9014, for Entry of an Order (A) Approving the Liquidation Trust Asset Purchase*

[1] The chapter 11 cases of the following affiliated Debtors have been administratively consolidated for joint administration pursuant to that certain *Order Granting Motion of the Debtor for Order Directing Joint Administration of Affiliated Cases Pursuant to Bankruptcy Rule 1015(b)*, dated October 29, 2014 [Dkt. # 62]: Mississippi Phosphates Corporation ("***MPC***"), Case No. 14-51667, Ammonia Tank Subsidiary, Inc. ("***ATS***"), Case No. 14-51668 and Sulfuric Acid Tanks Subsidiary, Inc. ("***SATS***"), Case No. 14-51671. These chapter 11 cases are sometimes referred to herein as the "***Bankruptcy Cases***."

Agreement, (B) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (C) Granting Related Relief [Dkt. # 979] (the "***Sale Motion***") filed by Mississippi Phosphates Corporation, et al., the Debtors and debtors-in-possession in these Bankruptcy Cases (collectively, the "***Debtors***"), for an order (the "***Sale Order***") pursuant to Sections 105, 363, and 365 of chapter 11, title 11 of the United States Code (the "***Bankruptcy Code***"), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Practice and Procedure (the "***Bankruptcy Rules***"), requesting, among other things, (a) approval of the Liquidation Trust Asset Purchase Agreement (as amended, supplemented, or otherwise modified from time to time, including all exhibits, schedules, and appendices thereto (the "***APA***"), dated as of September 18, 2015, between Robert E. Ogle, solely in his capacity as Trustee of the Liquidation Trust and as designee of the Agent ("***Liquidation Trust***") and the Debtors;[2] (b) authorizing the sale of the Purchased Assets[3] to the Liquidation Trust free and clear of all Liens (as defined in the Sale

[2] A copy of the APA is attached hereto as ***Exhibit A***. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the APA (as defined herein). Unless otherwise indicated herein, all references to "***Schedules***" refer to the Schedules to the APA.

[3] As defined in Section 2.1 of the APA, "***Purchased Assets***" means, all of the assets, properties, titles, rights, and interests of Sellers, whether real or personal, tangible or intangible, owned, leased, or licensed, including without limitation those that are expressly described below, but expressly excluding the Excluded Assets, as defined in Section 2.2 of the APA:

(a) All Real Property listed on Schedule 2.1(a);

(b) All Equipment and all furniture, furnishings, fixtures, improvements, machinery, and vehicles owned by the Sellers as listed on Schedule 2.1(b);

(c) All real property leases to which any Seller is a party and are listed on Schedule 2.1(c) (the "***Assumed Real Property Leases***");

(d) All leases and subleases for personal property to which any Seller is a party and listed on Schedule 2.1(d) (the "***Assumed Personal Property Leases***");

(e) All accounts and notes receivable, security deposits, prepaid expenses, inventory, tools and supplies;

(f) To the extent assignable or transferable in accordance with applicable Law or the Sale Order, all rights, claims and benefits under all insurance policies, including without limitation casualty insurance policies insuring the Purchased Assets, listed on Schedule 2.1(f) and all rights to seek and receive refunds and recoveries thereunder, and any excess coverage policies applicable thereto (in each case of the foregoing, including any tail policies or coverage thereon) and any of Sellers'

Motion),[4] claims, interests, and encumbrances; and (c) granting of related relief. The Court finds: (i) it has jurisdiction to consider the Sale Motion and the relief requested therein in

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rights, claims, demands, proceedings, credits, causes of action or rights of set off thereunder, but only to the extent in the case of environmental policies that such policies, rights, claims, demands, proceedings, credits, causes of action or rights of set off pertain to the Purchased Assets, but expressly excluding the D&O Policies and the Environmental Policies;

(g) All rights of Sellers under any other Assumed Contract, each of which is listed on Schedule 2.1(g);

(h) All Documents that relate to either the Purchased Assets described in this Section 2.1 or the Assumed Liabilities, including but not limited to, any Assumed Contract, and all records and correspondence relating thereto;

(i) All Permits and all pending applications therefor listed on Schedule 2.1(i), to the extent transferable pursuant to the Sale Order, in accordance with the terms of such Permits or otherwise in accordance with applicable Law; and

(j) All other assets listed in Schedule 2.1(j).

[4] As defined in Paragraph 14 of the Sale Motion, "***Liens***" means all claims, liens, and interests against the Debtors. Specifically, the Debtors will sell the Purchased Assets to the Liquidation Trust, including the assumption, assignment, and sale of the designated contracts and leases by the Liquidation Trust, free and clear of all Liens and claims of any kind or nature whatsoever in respect of the following:

(1) any labor agreements;

(2) all mortgages, deeds of trust and security interests;

(3) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtors;

(4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to:

(a) the Employee Retirement Income Security Act of 1974, as amended,

(b) the Fair Labor Standards Act,

(c) Title VII of the Civil Rights Act of 1964,

(d) the Federal Rehabilitation Act of 1973,

(e) the National Labor Relations Act,

(f) the Worker Adjustment and Retraining Act of 1988,

(g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended,

(h) the Americans with Disabilities Act of 1990,

(i) the Consolidated Omnibus Budget Reconciliation Act of 1985,

(j) state discrimination laws,

(k) state unemployment compensation laws or any other similar state laws, or

(l) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors;

accordance with 28 U.S.C. §§ 157 and 1334; (ii) its consideration of the Sale Motion and the relief requested is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and (iii) venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The Court reviewed and considered, among other things: (a) the Sale Motion, (b) the *Limited Objection of the ACE Companies to Motion of Debtors to Approve Liquidation Trust Asset Purchase Agreement* [Dkt. # 1011] (the "***ACE Objection***")[5] and the *Committee's Objection to the Motion of Debtors, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503, and 507, and Bankruptcy Rules 2002, 3007, 6004, 6006, 9007, and 9014 for Entry of an Order (a) Approving the Liquidation Trust Asset Purchase Agreement, (b) Authorizing Sale Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, and (c) Granting Related Relief* [Dkt. # 1016] (the "***Committee Objection***"); (c) the evidence proffered at the hearing on the approval of the *Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 for an Order Approving Settlement among the Debtors, Phosphate Holdings, Inc., the Lender Parties, and the Environmental Agencies* [Dkt. # 818] (the "***Government Settlement Agreement***"), and (d) the ~~entire~~ record of the Bankruptcy Cases, including the terms of the settlements previously approved by this Court. After due consideration of the foregoing, the Court hereby finds ~~and determines~~ that the parties agree to the following: (KMS) (KMS)

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(5) any bulk sales or similar law;

(6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended;

(7) any theories of successor liability; and

(8) any environmental laws, provided, however, nothing in the Sale Order authorizing and permitting such sale will be construed to release, nullify, or enjoin a Governmental Body from seeking to enforce any environmental laws under which a purchaser of property would otherwise be determined to be liable as a current owner or current operator after the date of closing of the sale and purchase of the Purchased Assets.

[5] As indicated by the approval of counsel of the ACE Companies to Recital M hereof, the ACE Objection has been resolved.

A. Notice. Notice of the Sale Motion, the Sale Hearing, and the proposed entry of this Sale Order was adequate and sufficient under the circumstances, and such notice complied with all applicable requirements under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Sale Procedures Order.[6] Accordingly, no further notice of, or hearing on, the Sale Motion, the Sale Hearing, the APA, the related assumption and assignment of certain executory contracts and unexpired leases, or this Sale Order is necessary or required.

B. Corporate Authority. The Debtors have taken all corporate and other action necessary to authorize and approve the APA and the consummation of the Contemplated Transactions,[7] and the Debtors' sale of the Purchased Assets to the Liquidation Trust has been duly and validly authorized by the Debtors' action. The Debtors have full corporate or other entity power and authority to execute and deliver the APA and all other documents contemplated thereby and to consummate the Contemplated Transactions. No further consents or approvals, other than those expressly provided for in the APA or that have been otherwise obtained, are required for the Debtors to consummate the Contemplated Transactions. Upon entry of this Sale Order, (a) the Debtors have full corporate power and authority to execute and deliver the necessary documents to effect the Contemplated Transactions; (b) the Debtors have all of the corporate power and authority necessary to consummate the Contemplated Transactions; (c) the

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[6] As defined in Section 1.1(ww) of the APA, "***Sale Procedures Order***" means that certain *Order Granting Motion of Debtors, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503, and 507, and Bankruptcy Rules 2002, 3007, 6004, 6006, 9007, and 9014 for Entry of: (I) Amended Order (A) Approving the Amended Sales and Bidding Procedures in Connection with Sale of Assets of the Debtors, (B) Approving Form and Manner of Notice, (C) Scheduling Auction and Sale Hearing, (D) Authorizing Procedures Governing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (E) Granting Related Relief; and (II) Amended Order (A) Approving Purchase Agreement, (B) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (C) Granting Related Relief* entered on July 24, 2015 [Dkt. # 939].

[7] As defined in Section 1.1(o) of the APA, "***Contemplated Transactions***" means the transactions contemplated by the APA to be consummated at the Closing, including the purchase and sale of the Purchased Assets and the delegation and assumption of the Assumed Liabilities provided for in the APA, where Assumed Liabilities is more particularly described in Section 2.3 of the APA.

Debtors have taken all corporate action necessary to authorize and approve the Contemplated Transactions; and (d) no consents or approvals are required for the Debtors to consummate the Contemplated Transactions.

C. Business Justification. Approval of the APA and consummation of the Contemplated Transactions is in the best interests of the Debtors, the estates, creditors, and other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the sale to the Liquidation Trust pursuant to Section 363(b) of the Bankruptcy Code. Such business purposes and justifications include, but are not limited to, that the APA and the Closing[8] thereon will present the best opportunity to realize the value of the Purchased Assets and the minimization of ongoing compliance with environmental laws and the further incurrence of costs associated therewith.

D. Fair Consideration. The consideration to be provided by the Liquidation Trust pursuant to the APA: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Purchased Assets; (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other available alternative; and (iv) constitutes reasonably equivalent value. The Debtors' determination that the APA constitutes the highest and otherwise best offer for the Purchased Assets is a result of due deliberation by the Debtors, after a court approved marketing program and constitutes a valid and sound exercise of the Debtors' business judgment. Entry of an order approving the Sale Motion, APA, and the Contemplated Transactions is a necessary condition precedent to the Liquidation Trust consummating the Contemplated Transactions.

[8] As defined in Section 4.1 of the APA, "***Closing***" means subject to the satisfaction of the conditions precedent to the Parties' respective obligations set forth in the APA (the "***Conditions Precedent***") or the waiver by the Party entitled to the benefit of the applicable condition, the closing of the purchase and sale of Purchased Assets, the delivery of the aggregate consideration (collectively, the "***Purchase Price***"), the assumption of the Assumed Liabilities and the consummation of the other Contemplated Transactions.

E. Arm's-Length Sale. The APA and the Contemplated Transactions were negotiated, proposed, and entered into by the Debtors and the Liquidation Trust without collusion, in good faith, and were the result of arm's-length bargaining between the parties represented by independent counsel. Neither the Debtors nor the Liquidation Trust has engaged in any action or inaction that would cause or permit the APA or the transactions to be avoided or impose any costs or damages under Section 363(n) of the Bankruptcy Code. The Liquidation Trust is not an "insider" or "affiliate" of any of the Debtors, as such terms are defined in Section 101 of the Bankruptcy Code.

F. Good Faith Purchaser. The Liquidation Trust is a "good faith purchaser" within the meaning of Section 363(m) of the Bankruptcy Code and, as such, entitled to the full protection of that provision. The Liquidation Trust is acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in consummating the Contemplated Transactions. The Liquidation Trust has proceeded in good faith in all respects in that, *inter alia*: (i) the Liquidation Trust recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Liquidation Trust complied with the provisions of the Sale Procedures Order; (iii) the Purchased Assets were subjected to the competitive bid procedures set forth in the Sale Procedures Order; (iv) no common identity of directors or officers exists among the Liquidation Trust and the Debtors, and (v) all consideration to be provided by the Liquidation Trust and all other material agreements or arrangements entered into by the Liquidation Trust and the Debtors in connection with the Contemplated Transactions have been disclosed. Therefore, the Liquidation Trust is a good faith purchaser under Section 363(m) of the Bankruptcy Code and is entitled to all the protections afforded by that section of the Bankruptcy Code and applicable law.

G. Legal, Valid, and Binding Transfer. The Debtors are the sole and lawful owners of the Purchased Assets, or otherwise have a valid, enforceable property interest in such, and legal and equitable title thereto is vested in the Debtors within the meaning of Section 541(a) of the Bankruptcy Code. The Debtors presently have all right, title, and interest in the Purchased Assets required to transfer and convey those assets to the Liquidation Trust. The transfer of the Purchased Assets to the Liquidation Trust shall be a legal, valid, and effective transfer of the Purchased Assets and will vest the Liquidation Trust with all right, title, and interest to the Purchased Assets free and clear of all Liens, claims, encumbrances, and other interests, other than Permitted Encumbrances[9] and Assumed Liabilities.[10] The sale of the Purchased Assets shall

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[9] As defined in Section 1.1(mm) of the APA, "***Permitted Encumbrances***" means (i) Encumbrances for current Taxes (*see* Footnote No. 17) not yet due and payable; (ii) easements, rights of way, restrictive covenants, and similar encumbrances which are on file with respect to the subject Real Property in the land records of the Chancery Clerk of Jackson County, Mississippi; (iii) encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Real Property, which do not, in the aggregate, adversely affect the use or occupancy of such Real Property as it relates to the operation of the Purchased Assets; (iv) applicable zoning Laws, building codes, land use restrictions, and other similar restrictions imposed by Law which are not violated by the most recent use and operation of the Real Property; and (v) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion or which do not materially impair the value, marketability, occupancy, or use (for conduct in the Ordinary Course of Business) of the property encumbered.

[10] On the terms and subject to the conditions set forth in the APA and the Sale Order, the Liquidation Trust shall assume at the Closing only the following Liabilities of Sellers (collectively, but in all cases excluding the Excluded Liabilities, the "***Assumed Liabilities***"):

(a) Any and all Liabilities of Sellers under each Assumed Contract, including any Cure Costs relating to such Assumed Contract;

(b) Any Liability relating to any environmental, health or safety matter (including any Liability or obligation under any Environmental Law, whether known or unknown), arising out of or relating to Purchaser's conduct, action or omission or the leasing, ownership or operation of the Real Property from and after the Closing Date, including as required by Law or in the Government Settlement Agreement, except that Purchaser will not be subject to environmental liability (i) to a Governmental Body as the current owner or operator arising from the current and ongoing conveyance of contaminated groundwater or storm water (contaminated by contact with existing contamination) from the Purchased Assets through existing piping and conveyances to the Waste Water Treatment Plant and Gyp Stacks, for the duration of the Purchaser's ownership of the same, or (ii) as an owner or operator under CERCLA, RCRA, CAA or CWA, or similar state law for real property that is temporarily conveyed by special warranty deeds but not ultimately transferred to the Liquidation Trust in the final deeds as revised to reflect the boundaries ultimately identified by a survey;

(c) The Assumed Tax Liabilities;

(d) The DIP Obligations; and

also be free and clear of those Liens, claims, encumbrances, and other interests that purport to give to any party a right or option to effectuate any forfeiture, modification, or termination of the Debtors' interests in the Purchased Assets, or any similar rights. The APA is a valid and binding contract between the Debtors and the Liquidation Trust, which is and shall be enforceable according to its terms.

H. Free and Clear. The Liquidation Trust would not enter into the APA and would not consummate the Contemplated Transactions, if the transfer of the Purchased Assets to the Liquidation Trust were not free and clear of all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever (including, but not limited to, any Liens, claims, encumbrances or assertions based on any theory of successor or transferee liability, and any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership of the Purchased Assets), except for the Assumed Liabilities, or if the Liquidation Trust would or could, in the future, be liable for any such Lien, claim, encumbrance, or other interest.

I. Compliance with Section 363(f) of the Bankruptcy Code. Subject to the provisions of this Sale Order and except as may be specifically provided in the APA, the Debtors may sell the Purchased Assets free and clear of all Liens, claims, encumbrances, and other interests of any kind or nature whatsoever, except for the Assumed Liabilities, because, in each case, one or more of the standards set forth in Sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity or person with a Lien, claim, encumbrance, or other interest in the Purchased Assets to be transferred on the Closing Date:[11] (i) has, subject to the terms and conditions of this Sale Order, consented to the Contemplated Transactions or is

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(e) Any additional Liabilities set forth on Schedule 2.3(b).

[11] As defined in Section 4.1 of the APA, "***Closing Date***" is the date on which the Closing shall be held.

deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, claim, encumbrance, or other interest; or (iii) otherwise falls within the provisions of Section 363(f) of the Bankruptcy Code. Those holders of Liens, claims, encumbrances, and other interests who did not object to the Sale Motion or the Contemplated Transactions are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

J. **No Successor Liability.** The Liquidation Trust, the beneficiaries under the Liquidation Trust, and their respective trustees, designees, officers, directors, managers, employees, members, shareholders, representatives, successors and assigns (collectively, the "***Liquidation Trust Parties***") (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or otherwise, merged with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. Except as otherwise specifically provided in the APA or the Government Settlement Agreement, the transfer of the Purchased Assets to the Liquidation Trust does not and will not subject the Liquidation Trust Parties to any liability whatsoever with respect to the operation of the Debtors' businesses before the Closing Date or by reason of such transfer based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of antitrust, successor, transferee, or assignee liability.

K. **No Environmental Liens, Claims, and Encumbrances.** The Purchased Assets that are subsequently sold by the Liquidation Trust to one or more purchasers (each, a "***Buyer***") shall be sold free and clear of all environmental Liens, claims, and encumbrances; provided, however, that nothing in this Sale Order will be construed to release, nullify, preclude or enjoin

the enforcement of any environmental liability to a Governmental Body that any entity would be subject to as the current owner or operator of property after the date of closing of the sale and purchase of the Purchased Assets, and that notwithstanding the foregoing sentence, nothing in this Sale Order shall (a) be interpreted to deem the Buyer as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the Closing Date of any sale or for liabilities relating to off-site disposal of wastes by the Debtors prior to the Closing Date; or (b) create for any governmental unit any substantive right that does not already exist under law, and that for the avoidance of doubt, all real and personal property other than the Gyp Stacks[12] shall be sold free and clear of liability to manage or close the Gyp Stacks.

L. **Subject to EPA's Administrative Order.** Any Buyers of property subject to the United States Environmental Protection Agency's (the "***EPA***") administrative order on consent issued pursuant to Section 7003 of RCRA, EPA Docket Number: RCRA-04-2012-4250, may be required to comply with the provisions of the order that are applicable to the property acquired on an ongoing basis.

M. **Resolution of ACE Objection.** Notwithstanding anything to the contrary in the Sale Motion, the APA, or this Order (including, without limitation, Recital R and Paragraphs 21 and 27 hereof), (i) all of the Insurance Policies issued by ACE American Insurance Company, ACE Property and Casualty Insurance Company, or Westchester Fire Insurance Company, including, but not limited to, those that are reflected on Exhibit B to the Proofs of Claim filed by ACE American Insurance Company [Claim # 132], Westchester Fire Insurance Company [Claim # 133], and ACE Property and Casualty Insurance Company [Claim #134] and those that

[12] As defined in Paragraph 2 of the Government Settlement Agreement, "***Gyp Stacks***" means the Phosphogypsum stacks and related process water management system.

are reflected as stricken on revised Schedule 2.1(f) attached to this Order, and any agreements related thereto, are deleted from the definition of Purchased Assets; (ii) all of the Insurance Policies and any related agreements issued by ACE American Insurance Company, ACE Property and Casualty Insurance Company, or Westchester Fire Insurance Company, including, but not limited to, those that are reflected on Exhibit B to the Proofs of Claim filed by ACE American Insurance Company [Claim # 132], Westchester Fire Insurance Company [Claim # 133], and ACE Property and Casualty Insurance Company [Claim # 134], and those that are reflected as stricken on revised Schedule 2.1(f) attached to this Order, shall be Excluded Assets; and (iii) to the extent that the APA and any related agreements, documents, or other instruments is sought to be amended pursuant to Paragraph 25 hereof and such amendment will alter this Paragraph or otherwise affect the ACE Companies, the written consent of the ACE Companies must be sought and received, provided, however, that any such consent shall not be unreasonably be withheld.

N. **Resolution of Committee Objection.** Notwithstanding anything to the contrary in the Sale Motion, this Order or the APA, none of the Debtors' claims and causes of action arising under state or federal law under Sections 541, 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code nor any of the Debtors' claims or causes of action under either federal or state law against any officer, director or employee of the Debtors shall be sold, transferred, conveyed or assigned pursuant to this Order.

O. **Clarification of Sale, Transfer, Conveyance, and Assignment of AIG Insurance Policies.** Notwithstanding anything to the contrary in the Sale Motion, this Order or the APA (except with respect to any Environmental Policies for which both the Liquidation Trust and the Environmental Trust may be added as "Named Insureds"), the Liquidation Trust shall

not be designated as a "Named Insured" under any of the AIG Insurance Policies or any program of insurance (collectively, the "***AIG Policies***") that are sold, transferred, conveyed or assigned to the Liquidation Trust pursuant to this Order, and the Liquidation Trust shall not have, obtain, or acquire any rights, claims and/or benefits as a "Named Insured" by virtue of the APA or this Order. Further, nothing in the Sale Motion, this Order, the APA, or the sale, transfer, conveyance, or assignment of the AIG Policies shall be construed as a waiver or release of the rights and defenses of the respective insurers or any present "Named Insured" under any of the AIG Policies, including, but not limited to, the insurers' right to compel arbitration and the Named Insureds' right to oppose arbitration, as well as the insurers' right to exercise any rights or privileges granted to them under this Court's order dated January 23, 2015 (Dkt. # 417), and the parties expressly reserve all rights and defenses with respect to all such matters.

P. Exclusion of Certain Property Conveyed to Liquidation Trust. As more particularly described in the *Order Approving Debtors' Motions for Approval of Sale Motion (Dkt. No. 819), Committee Settlement (Dkt. No. 501), Government Settlement (Dkt. No. 818), and DOJ Settlement (Dkt. No. 870)* [Dkt. # 937] and the *Order Granting Motion of Mississippi Phosphates Corporation for Order Approving Entry into Settlement with the United States Department of Justice and for Authority to Enter into and Perform Pursuant to Proposed Plea Agreement* [Dkt. # 948], that certain 320-acre tract, more particularly described as "West Half of Section 10, Township 8 South, Range 5 West, Jackson County, Mississippi" is not to be included in the property to be conveyed by the Debtors to the Liquidation Trust.

Q. **Sale Order Binding upon Parties.** This Sale Order is binding on the Debtors, Phosphate Holdings, Inc., the Lender Parties,[13] the Governments,[14] the Debtors' Estates and creditors, and each of their predecessors, successors, or representatives.

R. **Insurance Policies.** Notwithstanding anything to the contrary in this Sale Motion, the Liquidation Trust shall also be assigned, from the Debtors, all rights to and under any and all insurance policies, proceeds, coverage, and refunds issued to or held by the Debtors prior to the Closing Date, except for and excluding all rights to director and officer coverage commonly referred to as "D&O" or "Executive Liability and Entity Securities Liability" under any insurance and excess insurance policies, and all rights to any proceeds and refunds for such coverage from such policies, issued to or held by the Debtors prior to the Closing Date (which exclusion includes but is not limited to any executive liability policies covering claims against officers or directors or as otherwise described in the *Order Pursuant to Bankruptcy Rule 9019 Approving Compromise of Controversy and Settlement Agreement and Authorizing Settlement among the Debtors, the Committee, the Lender Parties and PHI* [Dkt. # 949] and the *Committee Settlement* [Dkt. # 501]), and all rights to and under any insurance policies, proceeds, coverage, and refunds for environmental liabilities.

S. **Schedules to Asset Purchase Agreement.** Notwithstanding any provision of the Asset Purchase Agreement to the contrary, the amount of cash to be retained by Sellers and included in "Excluded Assets" at the Closing shall be adjusted and mutually agreed upon by Sellers and Purchaser depending on the actual Closing Date, and Schedule 2.2(a) to the Asset

[13] As defined in Paragraph 1 of the Government Settlement Agreement, "***Lender Parties***" means STUW LLC, (as administrative agent for the pre-petition lenders (the "***Pre-Petition Lenders***") and post-petition lenders (the "***Post-Petition Lenders***") of the Debtors identified in Appendix 1 to the Government Settlement Agreement), and the Pre-Petition Lenders, and Post-Petition Lenders.

[14] As defined in the Preamble of the Government Settlement Agreement, "***Governments***" means the EPA and the Mississippi Department of Environmental Quality.

Purchase Agreement, which is attached to this Order, will be modified to reflect such adjustment and mutual agreement at the Closing. Further, Schedule 2.1(f) of the Asset Purchase Agreement is amended as set forth as the Schedule 2.1(f) attached to this Order.

T. **Prompt Consummation.** Although it is advantageous to all concerned that the Contemplated Transactions be approved and consummated promptly to preserve the viability of the business and to maximize the value of the Debtors' estates, and that time is of the essence in consummating the Contemplated Transactions, there may be legitimate business and operational issues that necessitate a delay in the closing of the transfer of the Purchased Assets to the Liquidation Trust or the transfer of certain of the Debtors' assets to the MPC Environmental Trust as required by the *Order Approving Debtors' Motions for Approval of Sale Motion (Dkt. No. 819), Committee Settlement (Dkt. No. 501), Government Settlement (Dkt. No. 818), and DOJ Settlement (Dkt. No. 870)* [Dkt. # 937] and the *Order Approving Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code, and Federal Rules of Bankruptcy Procedure 9019 for an Order Approving Settlement Among the Debtors, Phosphate Holdings, Inc., the Lender Parties and the Environmental Agencies* [Dkt. # 950]. Accordingly, in the judgment of the Debtors, the closing and consummation of the Contemplated Transactions may be delayed until such business and operational issues are addressed and resolved. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and, with the mutual agreement of the Debtors and the Liquidation Trustee, the consummation of the transactions contemplated by the APA, including, without limitation, the Contemplated Transactions and the assumption and assignment of the Assumed Contracts,[15] prior to, and outside of, a chapter 11 plan.

[15] As defined in Section 1.1(e) of the APA, "***Assumed Contracts***" means all Contracts of the Debtors described in Sections 2.1(c)-(g), as they may be amended in accordance with the APA, and prior to the Closing

U. **Good and Sufficient Cause.** There is other good and sufficient cause to grant the relief requested in the Sale Motion and approve the APA and the Contemplated Transactions.

V. **Legal and Factual Bases.** The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

W. **Interpretations.** In the event any of the terms or provisions of this Sale Order conflict with the Asset Purchase Agreement or the Schedules thereto, then this Sale Order shall govern.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

General Provisions

1. The Sale Motion is granted and approved as set forth herein.

2. The notice of the Sale Motion and Sale Hearing was in compliance with law and applicable Bankruptcy Rules of procedure and is approved as being fair, reasonable, and adequate under the circumstances.

3. All objections to the relief requested in the Sale Motion or the entry of this Sale Order, if any, that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, or as resolved or specifically adjourned in

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Date, where Contracts means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, license, commitment, or instrument, or other agreement, arrangement, or commitment that is binding upon a Person or its property under applicable Law.

this Sale Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice.

4. The record before the Court made at the hearing on July 21, 2015, to approve the Government Settlement Agreement in support of the Sale Motion is incorporated as part of the record on this matter.

5. As more particularly described in the Court's *Order Approving Debtors' Motions for Approval of Sale Motion (Dkt. No. 819), Committee Settlement (Dkt. No. 501), Government Settlement (Dkt. No. 818), and DOJ Settlement (Dkt. No. 870)* [Dkt. # 937] and the *Order Granting Motion of Mississippi Phosphates Corporation for Order Approving Entry into Settlement with the United States Department of Justice and for Authority to Enter into and Perform Pursuant to Proposed Plea Agreement* [Dkt. # 948], that certain 320-acre tract, more particularly described as "West Half of Section 10, Township 8 South, Range 5 West, Jackson County, Mississippi" is not to be included in the property to be conveyed by the Debtors to the Liquidation Trust.

Approval of Free and Clear Sale of the Purchased Assets

6. The APA, all exhibits and schedules thereto, and all of the terms and conditions thereof are hereby approved in all respects and the Debtors are hereby authorized to take any and all necessary actions to enter into and effectuate the APA.

7. Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, the Debtors, acting through their duly elected or appointed officers, including without limitation the President, any Vice President, the Chief Restructuring Officer, the Secretary and any Assistant Secretary, are authorized to (i) execute, deliver, and perform under, consummate, and implement the APA and the Contemplated Transactions together with all additional instruments and documents that are requested by the Liquidation Trust and may be reasonably necessary or desirable to

implement the APA and the Contemplated Transactions and (ii) take any and all actions as they deem necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring to the Liquidation Trust, or reducing to possession the Purchased Assets and assuming and assigning the Assumed Contracts and rights thereunder, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA and the Contemplated Transactions, including, without limitation, any and all actions reasonably requested by the Liquidation Trust which are consistent with the APA and the Contemplated Transactions.

8. Pursuant to Sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing: (i) the transfer of the Purchased Assets to the Liquidation Trust pursuant to the APA shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Liquidation Trust with all right, title, and interest in and to the Purchased Assets; (ii) the Purchased Assets shall be transferred to the Liquidation Trust free and clear of all Liens, claims, encumbrances, and other interests of any kind whatsoever (including, but not limited to, any Liens, claims, encumbrances, and other interests or assertions based on any theory of successor or transferee liability, and any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership of the Purchased Assets) other than Permitted Encumbrances and Assumed Liabilities; and (iii) all Persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Liquidation Trust Parties or the Purchased Assets with respect to any such asserted Liens, claims, encumbrances, and other interests (including, but not limited to, any Liens, claims, encumbrances, and other interests or assertions based on any theory of successor or transferee

liability, and any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership of the Purchased Assets).

9. Pursuant to Sections 363 of the Bankruptcy Code, upon the Closing: the transfer of the Purchased Assets to the Liquidation Trust pursuant to the APA is free and clear of all Liens, claims, and interests against the Debtors, including, without limitations, Liens for the payments of monetary claims, such as unsecured claims for property taxes, or other monetary claims asserted or that could have been asserted in the Bankruptcy Cases, but, shall remain subject to: (a) any existing *in rem* claims that do not secure payment of monetary claims (such as easements or deed restrictions), and (b) the Assumed Liabilities. Provided, however, that nothing in this Order shall be construed to release, nullify, preclude or enjoin the enforcement of any environmental liability to a Governmental Body that the Liquidation Trust would be subject to as the current owner or operator of property after the Closing Date except that the Liquidation Trust will not be subject to environmental liability to a Governmental Body as the current owner or operator of property arising from the current and ongoing conveyance of contaminated groundwater or stormwater (contaminated by contact with existing contamination) from the Liquidation Trust-owned property through existing piping and conveyances to the Waste Water Treatment Plant and Gyp Stacks, for the duration of the Liquidation Period and any Extension Period.

10. Pursuant to the *Order Granting Motion of the Debtors to Assume Unexpired Lease with Mississippi Ammonia Leasing, Inc., as Modified, Pursuant to 11 U.S.C. § 365* [Dkt. # 913] (the "***MAL Assumption Order***"), the assignment of that certain Industrial Lease with Mississippi Ammonia Leasing, Inc., as amended pursuant to the First Amendment to Industrial Lease, is authorized in accordance with the APA.

11. The Court further authorizes the assumption and assignment or the assignment of any and all other unexpired leases or executory contracts as may be listed in the APA or attached schedules thereto.

12. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes the Court's authority to effect a full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Purchased Assets to the Liquidation Trust by execution and delivery of a deed, bill of sale, or other conveyance transferring good, valid and marketable title in and to the Purchased Assets to the Liquidation Trust.

13. This Sale Order is and shall be effective as a determination that all Liens, claims, encumbrances, and other interests shall be and are, without further action by any Person,[16] unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the APA or the Government Settlement Agreement.

No Successor Liability

14. The Liquidation Trust Parties shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Contemplated Transactions, or the transfer of the Purchased Assets, to (i) be a legal successor, or otherwise be deemed a successor to the Debtors or their affiliates, (ii) have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their affiliates, or (iii) be an alter ego or a mere continuation or substantial continuation of the Debtors or its affiliates, in each case including, without limitation, within the meaning of any pension law, the Employee Retirement Income Security Act, the Consolidated

[16] As defined in Section 1.1(nn) in the APA, "***Person***" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body, or other entity or group.

Omnibus Budget Reconciliation Act ("***COBRA***"), the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("***WARN***"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the "***NLRA***"). The Liquidation Trust Parties shall have no successor, transferee or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any Taxes[17] or other Governmental Body[18] fees, contributions, or surcharges arising, accruing, or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets on or prior to the Closing Date. Except as otherwise provided herein, in the APA or in the Government Settlement Agreement, the transfer of the Purchased Assets to the Liquidation Trust pursuant to the APA shall not result in the Liquidation Trust Parties, or the Purchased Assets, having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff or otherwise,

[17] As defined in Section 1.1(xx) of the APA, "***Taxes***" means any and all taxes, tariffs, duties, impositions, withholdings, levies, or other similar assessments, charges or fees, imposed by any Governmental Body, together with any interest, penalties, or additional amounts attributable to, imposed upon, or with respect thereto, and shall include any liability or obligation to pay (or contribute to the payment of) Taxes of any Person, whether by contract or law (including Treasury Regulation Section 1.1502-6 and any comparable provision of state, local or foreign Law), as transferee or successor, or otherwise.

[18] As defined in Section 1.1(aa) of the APA, "***Governmental Body***" means any government, quasi-governmental entity, or other governmental or regulatory body, agency, or political subdivision thereof of any nature, whether foreign, federal, state, or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

directly or indirectly, (i) any claim against the Debtors or against any insider of the Debtors, or (ii) any Lien, claim, encumbrance, or other interest.

15. Upon the Closing, and except as otherwise expressly provided in the APA or the Government Settlement Agreement, the Liquidation Trust shall not be liable for any claims against, and liabilities of, the Debtors, any of the Debtors' predecessors or affiliates, or the Purchased Assets.

16. Subsequent to the Closing, any Liquidation Trust Acquired Assets that are subsequently sold by the Liquidation Trust to a Buyer shall be sold free and clear of all environmental Liens, claims, and encumbrances; provided, however, that nothing in this Sale Order will be construed to release, nullify, preclude or enjoin the enforcement of any environmental liability to a Governmental Body that any entity would be subject to as the current owner or operator of property after the date of closing of the sale of the Purchased Assets, and that notwithstanding the foregoing sentence, nothing in the Sale Order shall (a) be interpreted to deem the Buyer as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the Closing Date of any sale or for liabilities relating to off-site disposal of wastes by the Debtors prior to the Closing Date; or (b) create for any governmental unit any substantive right that does not already exist under law, and that for the avoidance of doubt, all real and personal property other than the Gyp Stacks shall be sold free and clear of liability to manage or close the Gyp Stacks.

17. Buyers of property subject to EPA's administrative order on consent issued pursuant to Section 7003 of RCRA, EPA Docket Number: RCRA-04-2012-4250, may be

required to comply with the provisions of the order that are applicable to the property acquired on an ongoing basis.

Fair Consideration

18. The consideration provided by the Liquidation Trust under the APA constitutes reasonably equivalent value under Mississippi law and the Bankruptcy Code. The consideration provided by the Liquidation Trust for the Purchased Assets under the APA is fair and reasonable and may not be avoided under Section 363(n) of the Bankruptcy Code.

Good Faith

19. The APA and the Contemplated Transactions are undertaken by the Liquidation Trust without collusion and in good faith, as that term is used in Section 363(m) of the Bankruptcy Code and applicable case law, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the APA and the Contemplated Transactions shall not affect the validity of the sale of the Purchased Assets to the Liquidation Trust, unless this Sale Order is duly stayed pending such appeal. The Liquidation Trust is a good faith purchaser of the Purchased Assets and is entitled to all of the benefits and protections afforded by Section 363(m) of the Bankruptcy Code.

Additional Provisions

20. All Persons that are in possession of or claim any interest in some or all of the Purchased Assets as of or after the Closing are hereby directed to execute such documents and take all other actions as may be necessary to surrender possession and terminate such claimed interest in any of such Purchased Assets to the Liquidation Trust as of the Closing or at such time thereafter as the Liquidation Trust may request. The Debtors agree to exercise commercially reasonable efforts to assist the Liquidation Trust in assuring that all Persons that are presently, or on the Closing Date may be, in possession of or claim an interest in some or all of the Purchased

Assets in which the Debtors hold an interest will surrender such claim and possession of the Purchased Assets either to (i) the Debtors before the Closing Date or (ii) the Liquidation Trust on or after the Closing Date.

21. Notwithstanding anything to the contrary in the Sale Motion, and consistent with the settlement agreements previously approved by this Court, the Liquidation Trust shall also be assigned, from the Debtors, all rights to and under any and all insurance policies, proceeds, coverage, and refunds issued to or held by the Debtors prior to the Closing Date, except for and excluding all rights to director and officer coverage commonly referred to as "D&O" or "Executive Liability and Entity Securities Liability" under any insurance and excess insurance policies, and all rights to any proceeds and refunds for such coverage from such policies, issued to or held by the Debtors prior to the Closing Date (which exclusion includes but is not limited to any executive liability policies covering claims against officers or directors or as otherwise described in the Committee Settlement), and all rights to and under any insurance policies, proceeds, coverage, and refunds for environmental liabilities. The insurance policies, proceeds, coverage, and refunds issued to, or held by the Debtors, prior to the Closing Date expressly include, without limitation, the following insurance refunds: (a) the Debtors' rights to a premium refund on Property coverage in the approximate amount of $191,000.00.00 to be received from Lexington Insurance Company, under Policy No. 65305525 Endorsement No. 23, relating to financing with BankDirect Capital Finance, Commercial Property Policy No. B0180PG1420899, quote No. 1107313.1 (which loan has been paid in full); and (b) the Debtors' rights to a return of cash collateral (presently in the approximate amount of $1,900,000.00) held by the National Union Fire Insurance Company of Pittsburgh, PA, which is payable two (2) years after Worker's

Compensation coverage under Policy No. WC 025-05-2330 issued by New Hampshire Insurance is terminated.

22. Except to the extent such obligations are expressly assumed in the APA, the Liquidation Trust shall have no obligation to pay wages, bonuses, severance pay, or any other payment with respect to employees or former employees of the Debtors. The Liquidation Trust shall have no liability with respect to any employee welfare or retention, benefit and/or incentive plan to which any Debtor is a party and relating to the Purchased Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Liquidation Trust shall in no way be deemed a party to or assignee of any such agreement, and no employee of the Liquidation Trust shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Liquidation Trust any and all claims arising from or relating to such agreement. All notices, if any, required to be given to the Debtors' employees prior to Closing pursuant to any federal or state law, shall be the sole responsibility and obligation of the Debtors, and the Liquidation Trust shall have no duties, responsibility, or liability therefor.

23. The recitation, in the immediately preceding paragraph of this Sale Order, of specific agreements, plans, or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments, or obligations referred to therein.

24. The terms and provisions of the APA, the ancillary agreements, and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, Phosphate Holdings, Inc., the Lender Parties, the Governments, the Debtors' Estates, creditors, the Liquidation Trust Parties, and their respective affiliates, successors, and assigns, their estates, all creditors of (whether known or unknown) and holders of equity interests in the Debtors, and

any affected third parties, notwithstanding the dismissal of any of the Debtors' cases or any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code or conversion of the Debtors' cases to cases under chapter 7, as to which trustee(s) such terms and provisions likewise shall be binding and not subject to rejection or avoidance. The APA and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in the Bankruptcy Cases.

25. The APA and any related agreements, documents, or other instruments may be amended by the parties in a writing signed by such parties without further order of the Court, provided that any such amendment does not have a material adverse effect on the Debtors or the Debtors' estates.

26. The failure to include specifically any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

27. To the extent of any inconsistency between the provisions of this Sale Order, the APA, and any documents executed in connection therewith, the provisions contained in this Sale Order, the APA, and any documents executed in connection therewith shall govern, in that order. To the extent of any inconsistency between the provisions of the Government Settlement Agreement and this Sale Order, the APA, and any documents executed in connection therewith, the provisions contained in the Government Settlement Agreement shall govern.

28. Nothing in this Sale Order, the APA or any document executed in connection with the consummation thereof shall authorize or constitute a transfer of title to property which is excluded from the property of the Debtors' estates pursuant to Section 541(b)(4) of the Bankruptcy Code.

29. The provisions of this Sale Order and the APA are non-severable and mutually dependent. Headings are included in this Sale Order for ease of reference only.

30. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liens, claims, encumbrances, and other interests shall be self-executing, and notwithstanding the failure of the Debtors, the Liquidation Trust, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate and/or implement the provisions hereof, all Liens, claims, encumbrances, and other interests (other than Permitted Encumbrances and Assumed Liabilities) on or against such Purchased Assets, if any, shall be deemed released, discharged, and terminated (except as provided in paragraph 9 of this Sale Order).

31. From time to time, as and when requested by any Party, each Party to the APA shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the APA, including such actions as may be necessary to vest, perfect, or confirm, of record or otherwise, in the Liquidation Trust its right, title, and interest in and to the Purchased Assets.

32. Notwithstanding any other provision of this Order, Debtors shall comply with the Communications Act of 1934, as amended, including 47 U.S.C.A. § 310, and the written rules, regulations and orders promulgated thereunder by the Federal Communications Commission ("***FCC***"), including 47 C.F.R. § 1.948. Any assignment of any federal license or authorization issued by the FCC is subject to the issuance of FCC regulatory approval for such assignment pursuant to applicable FCC regulations. The rights and powers of the FCC to take any action pursuant to its regulatory authority over the assignment of an FCC license or authorization,

including, but not limited to, imposing any regulatory conditions on such assignment, are fully preserved, and, to the extent authorized by law, nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

33. Notwithstanding the provisions of Bankruptcy Rule 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately and shall not be stayed. Time is of the essence in closing the APA and the Contemplated Transactions and the Debtors and the Liquidation Trust intend to close the APA as soon as practicable, pending resolution of all outstanding business and operational issues that must be addressed.

34. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto, and any waivers and consents thereunder, and each of the agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (KMS) (i) compel delivery of the Purchased Assets to the Liquidation Trust, (ii) adjudicate, if necessary, any and all disputes arising out of, concerning, or otherwise relating in any way to the APA and (iii) protect the Liquidation Trust against any liens, encumbrances, claims and interests in the Purchased Assets of any kind or nature whatsoever.

35. Nothing in this Sale Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the APA precludes the enforcement of any (a) obligation to a governmental unit under police and regulatory statutes, (b) regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order, or (c) obligations to pay ad valorem taxes to local governmental entities. Nothing in this Sale Order or the APA

authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under police or regulatory law.

36. Nothing in this Sale Order shall be construed to release, nullify, preclude or enjoin the enforcement of any environmental liability to a Governmental Body that the Liquidation Trust or Environmental Trust[19] would be subject to as the current owner or operator of property after the Closing Date.

37. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Sale Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtors and the Prevailing Purchaser intend to close the sale as soon as possible.

###END OF ORDER###

[19] As provided in the preamble of the APA, the Government Settlement Agreement provides for the creation of a separate Environmental Trust, *i.e.*, the MPC Environmental Trust, as a part of the Alternative Transaction.

ORDER PREPARED AND SUBMITTED BY:

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EXHIBIT A
Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

BY AND AMONG

ROBERT E. OGLE, Solely in his Capacity as Trustee of the MPC Liquidation Trust,

as Purchaser,

and

MISSISSIPPI PHOSPHATES CORPORATION

AND ITS SUBSIDIARIES,

as Sellers

Dated as of _____ _____, 2015

TABLE OF CONTENTS

Page

ARTICLE I. DEFINITIONS 2
1.1 Certain Definitions 2
1.2 Terms Defined Elsewhere in this Agreement 9

ARTICLE II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES 11
2.1 Purchase and Sale of Assets 11
2.2 Excluded Assets 12
2.3 Assumption of Liabilities 13
2.4 Excluded Liabilities 14
2.5 Further Assurances 14

ARTICLE III. CONSIDERATION 14
3.1 Consideration 14
3.2 Implementation of the Purchase Price 15
3.3 Disbursement of the Purchase Price 15
3.4 Allocation of Purchase Price 15

ARTICLE IV. CLOSING AND TERMINATION 15
4.1 Closing 15
4.2 Closing Deliverables by Sellers 16
4.3 Closing Deliverables by Purchaser 17
4.4 Termination of Agreement 17
4.5 Procedure Upon Termination 18
4.6 Effect of Termination 19

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SELLER 19
5.1 Corporate Organization and Qualification 19
5.2 Ownership of Sellers; Title to Purchased Assets 19
5.3 Authority 19
5.4 Compliance with Law 20
5.5 Insurance Policies 20
5.6 Environmental Matters 20

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER 21
6.1 Corporate Organization and Qualification 21
6.2 Authority 21
6.3 Consents and Approvals; No Violation 21
6.4 Brokers and Finders 22
6.5 Adequate Assurances Regarding Assumed Contracts 22
6.6 No Other Representations or Warranties 22

ARTICLE VII. BANKRUPTCY COURT MATTERS 22
7.1 Sale Approval Order 22

ARTICLE VIII. COVENANTS AND AGREEMENTS 23
8.1 Further Assurances 23
8.2 Preservation of Records 24
8.3 Discharge of Post-Closing Obligations; Indemnity 24
8.4 Transaction Taxes 24

ARTICLE IX. CONDITIONS TO CLOSING 25
9.1 Conditions Precedent to the Obligations of the Parties 25
9.2 Conditions Precedent to the Obligations of Sellers 25
9.3 Conditions Precedent to the Obligations of Purchaser 26
9.4 Failure Caused by Party's Failure to Comply 26

ARTICLE X. NON-SURVIVAL 27
10.1 Survival 27

ARTICLE XI. MISCELLANEOUS 27
11.1 Payment of Expenses 27
11.2 Entire Agreement; Amendments and Waivers 27
11.3 Counterparts 27
11.4 Governing Law 27
11.5 Jurisdiction, Waiver of Jury Trial 27
11.6 Notices 28
11.7 Binding Effect; Assignment 29
11.8 Severability 29
11.9 Non-Recourse 29
11.10 Time of the Essence 30
11.11 Specific Performance 30
11.12 Certain Interpretations 30

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of _____ ___, 2015 (the "Execution Date"), by and among Robert E. Ogle, Trustee, solely in his capacity as Trustee of the MPC Liquidation Trust (the "MPC Liquidation Trust" or "Purchaser"), Mississippi Phosphates Corporation, a Delaware corporation ("MPC"), Ammonia Tank Subsidiary, Inc., a Delaware corporation ("ATS"), and Sulfuric Acid Tanks Subsidiary, Inc., a Delaware corporation ("SATS" and together with MPC and ATS, "Sellers" or "Debtors" and each of them individually a "Seller" or a "Debtor"). The Purchaser and Sellers are referred to individually herein as a "Party" and collectively as the "Parties." Certain capitalized terms used herein are defined in ARTICLE I or in the Settlement Agreement (defined below).

RECITALS

WHEREAS, each Seller has commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") by filing a voluntary petition for relief, Case Nos. 14-51667-KMS (MPC), 14-51668-KMS (ATS) and 14-51671-KMS (SATS), respectively (the "Sellers' Chapter 11 Cases"), with the United States Bankruptcy Court for the Southern District of Mississippi, Southern Division (the "Bankruptcy Court") on October 27, 2014 (the "Petition Date"); and

WHEREAS, on June 22, 2015, the Debtors filed the *Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 for an Order Approving Settlement among the Debtors, Phosphate Holdings, Inc., the Lender Parties, and the Environmental Agencies* [Dkt. # 818] (the "Government 9019 Motion") in which the Debtors, the United States, on behalf of the Environmental Protection Agency (the "EPA"), the State of Mississippi, by and through the Mississippi Department of Environmental Quality ("MDEQ"), Phosphate Holdings, Inc. ("PHI") and the Administrative Agent sought approval of that certain Stipulation and Settlement Agreement (the "Settlement Agreement") attached to the Government 9019 Motion as Exhibit A;

WHEREAS, the Bankruptcy Court entered its *Order Approving Debtors' Motions for Approval of Sale Motion (Dkt. No. 819), Committee Settlement (Dkt. No. 501), Government Settlement (Dkt. No. 818), and DOJ Settlement (Dkt. No. 870)* [Dkt. # 937];

WHEREAS, the Bankruptcy Court entered its *Order Approving Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 for an Order Approving Settlement among the Debtors, Phosphate Holdings, Inc., the Lender Parties, and the Environmental Agencies* [Dkt. # 950] (the "Government 9019 Order") in which the Bankruptcy Court approved the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a Liquidation Trust (the Purchaser herein) and a separate Environmental Trust (the "MPC Environmental Trust");

WHEREAS, the Settlement Agreement provides that if a sale in accordance with the Settlement Agreement of all or substantially all of the Debtors' real and tangible personal property, plant and equipment that expressly includes the Gyp Stacks does not close by the Sale

Deadline (as defined in the Settlement Agreement), the Agent (defined therein) shall submit an asset purchase agreement for the purchase and sale by its designee of all of the Debtors' real and tangible personal property (except for the Gyp Stacks) and the assumption of the Trammo Terminal Operation Agreement (defined therein as the "Liquidation Trust Acquired Assets");

WHEREAS the Bankruptcy Court entered its Sales Procedures Order (as defined herein) on July 24, 2015;

WHEREAS, the Sales Procedures Order provided that in the event that there was no Qualified Bid by a Qualified Bidder at the Auction, or if a Prevailing Purchaser did not enter into an asset purchase agreement with the Debtors that closed on or before September 1, 2015, the DIP Agent, for an on behalf of DIP Lenders, and the Agent, for and on behalf of the Pre-Petition Lenders, shall be deemed to have submitted a Bid for an "Alternative Transaction" and the Debtors shall implement and immediately close the Alternative Transaction;

WHEREAS, on July 25, 2015, the Debtors filed their *Notice of No Qualified Bids Submitted by Bid Deadline and Notice of No Auction Being Conducted* [Dkt. # 943] giving notice that no bids (and therefore, no Qualified Bids) were submitted by any prospective bidder prior to the Bid Deadline of 5:00 p.m. (central time) on July 24, 2015, and that because no Qualified Bids were submitted prior to the Bid Deadline, no Auction was conducted on July 31, 2015, as provided in the Sales Procedures Order;

WHEREAS, Purchaser is the designee of the Agent to enter into this Agreement and become the owner of, and to purchase and take title to, the Liquidation Trust Acquired Assets, and the Agent has assigned $15,000,000 of the Pre-Petition Indebtedness to Purchaser; and

WHEREAS, in accordance with the Settlement Agreement approved by the Bankruptcy Court in its Government 9019 Order and the Sales Procedures Order, the Parties have agreed to enter into this Agreement as the asset purchase agreement required therein, pursuant to which Sellers shall transfer to Purchaser, and Purchaser shall purchase and assume, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities from Sellers, upon the terms and subject to the conditions contained in this Agreement, including obtaining an order of the Bankruptcy Court pursuant to Sections 105, 361, 362, 363, 364, 365, and 507 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code authorizing the Contemplated Transactions (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(b) "Alternative Transaction" means the consummation of (i) a transaction or series of related transactions pursuant to which Sellers accept, whether in accordance with the Bidding Procedures (as defined in that certain Sale Procedures Order) or otherwise, a bid for all or a material portion of the Purchased Assets or any group of assets that includes all or a material portion of the Purchased Assets from a Person other than Purchaser (or an Affiliate of Purchaser), (ii) a plan of reorganization that does not contemplate the sale of the Purchased Assets to Purchaser (or an Affiliate of Purchaser) in accordance with the terms hereof, or (iii) any direct or indirect financing, refinancing, acquisition, sale, liquidation, divestiture (including by merger, acquisition or other business combination involving the Debtor), recapitalization, business combination, or reorganization, whether in one transaction or a series of related transactions, of or involving or implicating all or a material part of any of the Purchased Assets or the Assumed Liabilities other than the Contemplated Transactions.

(c) "Administrative Agent" means STUW LLC, in its capacity as agent to the Debtors' Pre-Petition Lenders (as defined in the DIP Order).

(d) "Approval Parties" means Sellers, Purchaser, the Agent, the DIP Agent and the Committee.

(e) "Assumed Contracts" means all Contracts of Sellers described in Sections 2.1(c)-(g), as they may be amended in accordance with this Agreement, and prior to the Closing Date.

(f) "Assumed Liabilities" means all Liabilities of Sellers described in Section 2.3, as it may be amended in accordance with this Agreement.

(g) "Assumed Tax Liabilities" means all delinquent, past due and accrued but unpaid ad valorem taxes applicable to the Real Property and tangible personal property included in the Purchased Assets as of the Closing Date.

(h) "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

(i) "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in New York City, New York, are authorized or obligated to close under applicable Laws.

(j) "Code" means the Internal Revenue Code of 1986, as amended.

(k) "Committee" means the Official Committee of Unsecured Creditors in Sellers' Chapter 11 Cases.

(l) "Committee Settlement" means the Agreement on Definitive Settlement Terms filed with the Bankruptcy Court on February 18, 2015 [Dkt. # 501-1].

(m) "Consent" means any consent, waiver, approval, order, or authorization of, or registration, declaration, filing with, or notice to, any Governmental Body or other Person.

(n) "Conservation Real Property" means that certain 320-acre parcel of real property adjacent to Sellers' facility in Jackson County, Mississippi, to be conveyed by Sellers to the Mississippi Department of Marine Resources to become part of the Grand Bay National Estuarine Research Reserve, which property is more fully described as follows: "West Half of Section 10, Township 8 South, Range 5 West, Jackson County, Mississippi."

(o) "Contemplated Transactions" means the transactions contemplated herein to be consummated at the Closing, including the purchase and sale of the Purchased Assets and the delegation and assumption of the Assumed Liabilities provided for in this Agreement.

(p) "Contract" means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, license, commitment, or instrument, or other agreement, arrangement, or commitment that is binding upon a Person or its property under applicable Law.

(q) "Cure Costs" means the amounts necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults, under the Assumed Contracts, in each case as of the Petition Date and to the extent required by Section 365(b) of the Bankruptcy Code and any order of the Bankruptcy Court, which amounts (if not already paid or to be paid in the Ordinary Course of Business pursuant to an order of the Bankruptcy Court) shall be identified to Purchaser in a motion filed by Sellers with the Bankruptcy Court on February 20, 2015 subject to such adjustments thereto as may be made by order of the Bankruptcy Court in response thereto.

(r) "DIP Agent" means STUW LLC, a Delaware limited liability company, as agent.

(s) "DIP Order" means, as of any date of determination (i) the Interim DIP Order entered by the Bankruptcy Court on October 29, 2014, or (ii) the Final Order (as defined in the Interim DIP Order), whichever order of the two is then in effect.

(t) "Documents" means written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, plans, operating records, safety and environmental reports, data, studies and documents, ledgers, journals, regulatory filings, technical documentation (design specifications, engineering information, operating instructions, etc.), user documentation (installation guides, user manuals, training materials, etc.), and other similar materials, in each case whether or not in electronic form.

(u) "Encumbrance" means any lien, encumbrance, interest, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interests including, without limitation, those held and asserted by the Agent and the DIP Agent, hypothecations, easements, rights of way, restrictive covenants, conditions, restrictions, encroachments, rights of first refusal, preemptive rights, judgments, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever (whether known or unknown, secured or unsecured, or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to, or subsequent to, the commencement of Sellers' Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

(v) "Environmental Authorities" means the EPA, the United States Department of Justice, in its capacity as counsel to the EPA and otherwise, the MDEQ, and all other Governmental Bodies that have jurisdiction over enforcement of any of the Environmental Laws with respect to any pre-closing activities of any Seller relating to use of the Purchased Assets.

(w) "Environmental Laws" means all Laws relating to pollution or protection of health, natural resources, or the environment, or the generation, use, treatment, storage, handling, transportation or Release of, or exposure to, Hazardous Materials, including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. §§1251 *et seq.*), Resource Conservation and Recovery Act (42 U.S.C. §§6901 *et seq.*), Safe Drinking Water Act (42 U.S.C. §§3000(f) *et seq.*), Toxic Substances Control Act (15 U.S.C. §§2601 *et seq.*), Clean Air Act (42 U.S.C. §§7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§9601 *et seq.*) and any other similar federal, state, provincial, and local statutes.

(x) "Equipment" means all equipment, machinery, vehicles, fuel, tires, spare parts, tools, furniture, fixtures, supplies, and other tangible personal property of every kind and description owned and used or held for use by Sellers.

(y) "Final Order" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in Sellers' Chapter 11 Cases or the docket of such other court, which has not been stayed.

(z) "GAAP" means United States generally accepted accounting principles as in effect from time to time.

(aa) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency, or political subdivision thereof of any nature, whether foreign, federal, state, or local, or any agency, branch, department,

official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(bb) "Hazardous Materials" means any material or substance (whether solid, liquid, or gas) that is subject to regulation by any Environmental Law, including but not limited to any pollutant, contaminant, chemical, waste, petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos, and asbestos containing materials, polychlorinated biphenyls, toxic mold, and any and all materials, substances or wastes now or hereafter defined, listed, designated, or classified as, or otherwise determined to be, "hazardous," "radioactive," "toxic," or a "pollutant" or "contaminant" (or words of similar meaning) under or pursuant to or otherwise listed or regulated pursuant to any Environmental Law.

(cc) "Indebtedness" of any Person means, without duplication, (i) the interest in respect of, principal of and premium (if any) in respect of (x) indebtedness of such Person for money borrowed and (y) indebtedness evidenced by notes, debentures, bonds, or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property (other than for services and goods acquired in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety, or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Encumbrance (other than Permitted Encumbrances), on any property or asset of such Person (whether or not such obligation is assumed by such Person).

(dd) "Interim DIP Order" means that certain *Interim Order Under Sections 105, 361, 362, 363, 364 and 507 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 4001 and 9014 (I) Authorizing the Debtors to Incur Post-Petition Senior Secured and Superpriority Indebtedness; (II) Authorizing Use of Cash Collateral; (III) Granting Post-Petition Priming and Senior Priority Security Interests and Superpriority Claims; (IV) Granting Adequate Protection; (V) Modifying the Automatic Stay; and (VI) Scheduling a Final Hearing On the Motion* [Dkt. # 66] entered by the Bankruptcy Court on October 29, 2014.

(ee) "Investment Banker" means Sandler O'Neill & Partners, L.P., the investment banking firm retained by the Sellers, whose retention was approved by the Bankruptcy Court pursuant to that certain *Amended Order Authorizing the Debtors to Employ and Retain Sandler O'Neill & Partners, L.P. as Investment Banker* [Dkt. # 360] pursuant to the terms and conditions of that Order.

(ff) "Knowledge of Sellers" means, with respect to any matter in question, the knowledge, after reasonable inquiry, of the executive officers of Sellers.

(gg) "Laws" means all federal, state, or local laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies, or court of competent jurisdiction, or other legal requirement or rule of law.

(hh) "Legal Proceeding" means any claim, Liability, action, complaint, suit, litigation, arbitration, appeal, petition, demand, inquiry, hearing, proceeding, investigation, or other dispute, whether civil, criminal, administrative, or otherwise, at law or in equity, by or before any Governmental Body or any third Person and any appeal from any of the foregoing.

(ii) "Liability" means, as to any Person, any debt, adverse claim, any claim (as defined in Section 101 of the Bankruptcy Code) liability, duty, responsibility, obligation, commitment, Tax, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

(jj) "Material Adverse Effect" as to any Person means any change, effect, event, occurrence, development, circumstance or state of facts which has had or would reasonably be expected to have a materially adverse effect on the business, properties, operations, financial condition, prospects or results of operations of such Person, taken as a whole, or which would materially impair the Person's ability to perform its obligations under this Agreement or have a materially adverse effect on or prevent or materially delay the consummation of the transactions contemplated hereby; provided, however, that changes in the business, properties, operations, financial condition, prospects or results of operations arising by reason of any of the following shall not constitute a material adverse effect: (i) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates; (ii) factors generally affecting the industries or markets in which the Person operated; (iii) changes in general legal, tax, regulatory, political or business conditions that, in each case, generally affect the geographic regions or industries in which the Person conducted its business; and (iv) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the Execution Date of this Agreement.

(kk) "Ordinary Course of Business" means the ordinary and usual course of day-to-day operations of the Purchased Assets consistent with the practice of Sellers from and after the idling of the DAP production operations of the Sellers.

(ll) "Permits" means all licenses, permits (including environmental, construction and operation permits), provider numbers, accreditations, franchises, certificates, approvals, Consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and

authorizations issued by any Governmental Body and/or any self-regulatory or accreditation body or organization to Sellers or their respective Affiliates and any registrations used, or held for use, in connection with the operation of the Purchased Assets in the manner previously undertaken by Sellers or applicable to ownership of the Purchased Assets or assumption of the Assumed Liabilities.

(mm) "Permitted Encumbrances" means (i) Encumbrances for current Taxes not yet due and payable; (ii) easements, rights of way, restrictive covenants, and similar encumbrances which are on file with respect to the subject Real Property in the land records of the Chancery Clerk of Jackson County, Mississippi; (iii) encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Real Property, which do not, in the aggregate, adversely affect the use or occupancy of such Real Property as it relates to the operation of the Purchased Assets; (iv) applicable zoning Laws, building codes, land use restrictions, and other similar restrictions imposed by Law which are not violated by the most recent use and operation of the Real Property; and (v) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion or which do not materially impair the value, marketability, occupancy, or use (for conduct in the Ordinary Course of Business) of the property encumbered.

(nn) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body, or other entity or group.

(oo) "Pre-Petition Indebtedness" means all "Pre-Petition Indebtedness" as defined in the DIP Order.

(pp) "Pre-Petition Lenders" means all "Pre-Petition Lenders" as defined in the DIP Order.

(qq) "Protective Claim" means the "Protective Claim" as defined in the Settlement Agreement.

(rr) "Purchased Assets" means, collectively, all assets of Sellers to be acquired by Purchaser hereunder, as more fully described in Section 2.1.

(ss) "Real Property" means all of the real property owned by Sellers, together with all buildings, structures, fixtures, and improvements erected thereon, and any and all rights, interests, privileges, easements, licenses, hereditaments, and other appurtenances relating thereto.

(tt) "Regulatory Approval" means any Consent, waiver, approval, order, Permit, or authorization of any Governmental Body required in connection with the execution, delivery, and performance of this Agreement and the consummation of the Contemplated Transactions hereunder.

(uu) "Release" means, with respect to any Hazardous Material, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or migrating into or through any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air.

(vv) "Sale Approval Order" means a Final Order of the Bankruptcy Court approving this Agreement and the Contemplated Transactions that is reasonably acceptable to the Approval Parties and complies with the requirements set forth in Section 7.2 hereof.

(ww) "Sale Procedures Order" means the *Order Granting Motion of Debtors, Pursuant to Bankruptcy Code Sections 105(a), 363, 365, 503, and 507, and Bankruptcy Rules 2002, 3007, 6004, 6006, 9007, and 9014 for Entry of: (I) Amended Order (A) Approving the Amended Sales and Bidding Procedures in Connection with Sale of Assets of the Debtors, (B) Approving Form and Manner of Notice, (C) Scheduling Auction and Sale Hearing, (D) Authorizing Procedures Governing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (E) Granting Related Relief; and (II) Amended Order (A) Approving Purchase Agreement, (B) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (C) Granting Related Relief* entered on July 24, 2015 [Dkt. # 939].

(xx) "Tax" and "Taxes" mean any and all taxes, tariffs, duties, impositions, withholdings, levies, or other similar assessments, charges or fees, imposed by any Governmental Body, together with any interest, penalties, or additional amounts attributable to, imposed upon, or with respect thereto, and shall include any liability or obligation to pay (or contribute to the payment of) Taxes of any Person, whether by contract or law (including Treasury Regulation Section 1.1502-6 and any comparable provision of state, local or foreign Law), as transferee or successor, or otherwise.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections or other documents indicated:

Term	Section
"ATS"	Preamble
"Agreement"	Preamble
"Assumed Personal Property Leases"	2.1(d)
"Assumed Real Property Leases"	2.1(c)
"Auction"	Recitals
"Bankruptcy Code"	Recitals
"Bankruptcy Court"	Recitals
"Bankruptcy Exceptions"	5.3
"Bidding Procedures"	Sale Procedures Order
"Casualty Insurance Policies"	5.5
"Closing"	4.1
"Closing Date"	4.1
"Conditions Precedent"	4.1

Term	Section
"Debtor" or "Debtors"	Preamble
"Excluded Assets"	2.2
"Excluded Liabilities"	2.4
"Execution Date"	Preamble
"Gyp Stacks"	Settlement Agreement
"Gyp Stack Maintenance Equipment"	Settlement Agreement
"Interim DIP Order"	1.1(dd)
"MPC"	Preamble
"Organizational Documents"	5.1
"Outside Closing Date"	4.1
"Party" or "Parties"	Preamble
"Petition Date"	Recitals
"Prevailing Purchaser"	Recitals
"Purchased Assets"	2.1
"Purchase Price"	3.1
"Purchaser"	Preamble
"Purchaser Disclosure Schedule"	ARTICLE VI
"Purchaser's Documents"	6.2
"SATS"	Preamble
"Seller" or "Sellers"	Preamble
"Sellers' Chapter 11 Cases"	Recitals
"Sellers Disclosure Schedule"	ARTICLE V
"Sellers' Documents"	5.3
"Terminal Operations"	Settlement Agreement
"Trammo Terminal Operation Agreement"	Settlement Agreement
"Transaction Taxes"	8.4
"Waste Water Treatment Plant"	Settlement Agreement

ARTICLE II.
PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363, 365, and any other applicable provisions of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Approval Order, Purchaser shall purchase, acquire, and accept from Sellers, and Sellers shall sell, transfer, assign, convey, and deliver to Purchaser, at the Closing, all of Sellers' right, title, and interest in, to, and under the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Encumbrances included in the Assumed Liabilities). "Purchased Assets" shall mean all of the assets, properties, titles, rights, and interests of Sellers, whether real or personal, tangible or intangible, owned, leased, or licensed, including without limitation those that are expressly described below, but expressly excluding the Excluded Assets:

(a) All Real Property listed on Schedule 2.1(a);

(b) All Equipment and all furniture, furnishings, fixtures, improvements, machinery, and vehicles owned by the Sellers as listed on Schedule 2.1(b);

(c) All real property leases to which any Seller is a party and are listed on Schedule 2.1(c) (the "Assumed Real Property Leases");

(d) All leases and subleases for personal property to which any Seller is a party and listed on Schedule 2.1(d) (the "Assumed Personal Property Leases");

(e) All accounts and notes receivable, security deposits, prepaid expenses, inventory, tools and supplies;

(f) To the extent assignable or transferable in accordance with applicable Law or the Sale Approval Order, all rights, claims and benefits under all insurance policies, including without limitation casualty insurance policies insuring the Purchased Assets, listed on Schedule 2.1(f) and all rights to seek and receive refunds and recoveries thereunder, and any excess coverage policies applicable thereto (in each case of the foregoing, including any tail policies or coverage thereon) and any of Sellers' rights, claims, demands, proceedings, credits, causes of action or rights of set off thereunder, but only to the extent in the case of environmental policies that such policies, rights, claims, demands, proceedings, credits, causes of action or rights of set off pertain to the Purchased Assets, but expressly excluding the D&O Policies and the Environmental Policies (each defined below);

(g) All rights of Sellers under any other Assumed Contract, each of which is listed on Schedule 2.1(g);

(h) All Documents that relate to either the Purchased Assets described in this Section 2.1 or the Assumed Liabilities, including but not limited to, any Assumed Contract, and all records and correspondence relating thereto;

(i) All Permits and all pending applications therefor listed on Schedule 2.1(i), to the extent transferable pursuant to the Sale Approval Order, in accordance with the terms of such Permits or otherwise in accordance with applicable Law; and

(j) All other assets listed in attached Schedule 2.1(j).

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, or convey any of the following assets of Sellers, and Sellers shall retain all of their respective rights, title and interests to, in and under, all the following assets, properties, interests, and rights (collectively, the "Excluded Assets"):

(a) Cash in the amount set forth on Schedule 2.2(a) in the amount necessary to enable the Sellers to meet their obligations in connection with the Contemplated Transactions on and after the Closing Date, including without limitation, $50,000.00 to fund the MPC Environmental Trust, $50,000.00 to fund the MPC Liquidation Trust, and cash necessary to pay premiums for an owner's title insurance policy issued to Purchaser on the Real Property.

(b) All Documents that (i) relate to the formation, organization, qualifications to conduct business as a foreign corporation or other legal entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, tax returns, seals, minute books, stock transfer books, stock ledgers, stock certificates, bylaws and other documents relating to the organization and existence of any Seller as a corporation or other legal entity, as applicable, together with analogous documentation; (ii) relate primarily to any of the Excluded Assets or the Excluded Liabilities; (iii) any Seller is required by Law to retain and is prohibited by Law from providing to Purchaser; and (iv) relate to the Contemplated Transactions, including bids received from third Persons;

(c) All shares of capital stock or other equity interests of Sellers or any Affiliate of Sellers or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(d) Any of Sellers' director and officer insurance policies, fiduciary policies and employment practices policies and any excess coverage policies applicable thereto (in each case of the foregoing, including any tail policies or coverage thereon) and any of Sellers' rights, claims, demands, proceedings, credits, causes of action or rights of set off thereunder (collectively, the "D&O Policies");

(e) Any of Sellers' coverage under environmental insurance policies, and any excess coverage policies applicable thereto (in each case of the foregoing, including any tail policies or coverage thereon) and any of Sellers' rights, claims, demands, proceedings, credits, causes of action or rights of set off thereunder, except to the extent such policies, rights, claims, demands, proceedings, credits, causes of action or rights of set off pertain to the Purchased Assets (collectively, the "Environmental Policies");

(f) Any preference or avoidance claims or causes of action under the Bankruptcy Code or applicable state Law with respect to the Excluded Assets, including,

without limitation, all rights and claims of Sellers arising under Chapter 3 or Chapter 5 of the Bankruptcy Code with respect to (A) the Excluded Assets or (B) Purchased Assets (in each case, other than any preference or avoidance claims or causes of action under the Bankruptcy Code or applicable state Law against any officer, director or employee of any Seller who is hired by Purchaser, or any counterparty to any Assumed Contract, Assumed Personal Property Lease or Assumed Real Property Lease);

(g) Any commercial tort claim or interests therein, including, but not limited to, the Protective Claim, of any of the Sellers;

(h) The Gyp Stacks and the Gyp Stack Maintenance Equipment;

(i) The Conservation Real Property;

(j) To the extent such order constitutes a Permit hereunder, the EPA 7003 (Imminent and Substantial Endangerment) Order issued in 2009 and amended in 2012;

(k) All claims that any Seller may have against any Person solely with respect to any other Excluded Assets; and

(l) Each Seller's rights, interests, and benefits under this Agreement.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Approval Order, Purchaser shall assume at the Closing only the following Liabilities of Sellers (collectively, but in all cases excluding the Excluded Liabilities, the "Assumed Liabilities"):

(a) Any and all Liabilities of Sellers under each Assumed Contract, including any Cure Costs relating to such Assumed Contract;

(b) Any Liability relating to any environmental, health or safety matter (including any Liability or obligation under any Environmental Law, whether known or unknown), arising out of or relating to Purchaser's conduct, action or omission or the leasing, ownership or operation of the Real Property from and after the Closing Date, including as required by Law or in the Settlement Agreement, except, that Purchaser shall not assume any liability whatsoever under Law resulting from the current and ongoing conveyance of contaminated groundwater or storm water from Purchased Assets through existing piping and conveyances to the Waste Water Treatment Plant and Gyp Stacks, or for the current and ongoing conveyance of contaminated condensate water from the exiting ammonia Terminal Operations to the same for the duration of Purchaser's ownership of same;

(c) The Assumed Tax Liabilities;

(d) The DIP Obligations; and

(e) Any additional Liabilities set forth on Schedule 2.3(b).

2.4 Excluded Liabilities. Except for Assumed Liabilities, Purchaser shall not assume, or become liable for the payment or performance of and shall not be obligated to assume or otherwise discharge, any Liabilities of Sellers or their respective directors, officers, stockholders or agents (acting in such capacities) of any nature whatsoever, whether accrued or unaccrued, including the following Liabilities (collectively, the "Excluded Liabilities") which shall remain Liabilities solely and exclusively of the respective Seller:

(a) All Liabilities of Sellers relating to or otherwise arising out of, or in connection with, any of the Excluded Assets;

(b) All accounts payable of Sellers arising on or prior to the Closing Date;

(c) All Liabilities relating to any environmental, health or safety matter (including any Liability or obligation under any Environmental Law, whether known or unknown), arising out of or relating to any Sellers' conduct, action or omission or the leasing, ownership or operation of the Real Property prior to the Closing Date, no matter when raised, other than as required by the Settlement Agreement;

(d) Except to the extent that Liabilities are assumed pursuant to Section 2.3 (which shall all be Assumed Liabilities), all Liabilities of Sellers in respect of Indebtedness, including all Liabilities arising under existing Indebtedness;

(e) Except and solely to the extent required by Section 8.4, any and all Liabilities for Taxes attributable to the ownership of the Purchased Assets prior to 11:59 p.m. prevailing Central time on the Closing Date; and

(f) All Liabilities resulting from an Encumbrance that is not a Permitted Encumbrance.

For the avoidance of doubt, except as expressly noted above, none of the Excluded Liabilities shall be included as Assumed Liabilities.

2.5 Further Assurances. From time to time following the Closing, Sellers and Purchaser shall, and Sellers and Purchaser shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, at the sole expense of Purchaser, as may be necessary or appropriate to assign and convey fully to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to ensure the assumption of the Liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Contemplated Transactions.

ARTICLE III.
CONSIDERATION

3.1 Consideration. The aggregate consideration (collectively, the "Purchase Price") to be paid for the purchase of the Purchased Assets shall be:

(a) Purchaser's credit bid of $15,000,000 of the Pre-Petition Indebtedness, to be evidenced by the delivery of documents reasonably acceptable to Purchaser and Sellers, crediting that amount of Pre-Petition Indebtedness, for the Purchased Assets; and

(b) The assumption by Purchaser of all of the Assumed Liabilities described in Section 2.3.

3.2 Implementation of the Purchase Price. The Purchase Price shall be implemented as follows, subject to any additional requirements of the Bankruptcy Court:

(a) The $15,000,000 credit bid shall be evidenced by the delivery of documents reasonably acceptable to Purchaser and Sellers cancelling that amount of the Pre-Petition Indebtedness bid by the Purchaser for the Purchased Assets; such cancellation of Pre-Petition Indebtedness to be reduced by the amount of Assumed Tax Liabilities assumed by Purchaser at Closing, with current year ad valorem taxes prorated through the Closing Date;

(b) The assumption of the Assumed Liabilities described in Section 2.3, by assuming such Assumed Liabilities whether through a duly executed assignment and assumption agreement in form reasonably acceptable to Purchaser and Sellers or pursuant to the terms of the Sale Approval Order.

3.3 Disbursement of the Purchase Price. The Purchase Price shall be applied and implemented in accordance with the terms of the Sale Approval Order or other applicable order of the Bankruptcy Court.

3.4 Allocation of Purchase Price. Set forth on attached Schedule 3.4 is the allocation of the Purchase Price among the Purchased Assets of each Seller as follows: (i) each parcel of Real Property, including land and all improvements and fixtures thereon; (ii) each item of tangible personal property, including without limitation, furniture, trade fixtures, equipment, vehicles, etc.; and (iii) any other property of Sellers included in the Purchased Assets.

ARTICLE IV.
CLOSING AND TERMINATION

4.1 Closing. Subject to the satisfaction of the conditions precedent to the Parties' respective obligations hereunder as set forth in this Agreement (the "Conditions Precedent") or the waiver thereof by the Party entitled to the benefit of the applicable condition, the closing of the purchase and sale of the Purchased Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other Contemplated Transactions (the "Closing") shall take place at the office of Butler Snow LLP, Suite 1400, 1020 Highland Colony Parkway, Ridgeland, Mississippi 39157 (or at such other place as the Parties may designate in writing) on or before (i) September 18, 2015 or (ii) such later date as the Parties may agree in writing (the date specified in clause (i) or (ii), as applicable, the "Outside Closing Date"); provided, that, and subject to Section 4.5, to the extent the Conditions Precedent are not so satisfied (other than conditions that by their nature are to be satisfied at the Closing) or so waived by the Parties in writing on or prior to such date, the period of time within which the Closing shall occur shall be automatically extended until, and the Closing shall occur promptly (but no

later than five (5) Business Days) following, such date as all of the Conditions Precedent have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived by the Party entitled to waive the applicable condition, unless another time or date, or both, are agreed to in writing by the Parties. Notwithstanding the foregoing, the Outside Closing Date shall not be later than 11:59 p.m. prevailing Central time on October 30, 2015. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of Sellers in the Purchased Assets to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser and the assumption of all of the Assumed Liabilities shall be considered to have occurred as of 11:59 p.m. prevailing Central time on the Closing Date.

4.2 Closing Deliverables by Sellers. At the Closing, Sellers shall deliver to Purchaser:

(a) One or more duly executed warranty deeds (or special warranty deeds) and bills of sale with respect to the Purchased Assets, in form reasonably acceptable to Purchaser and Sellers, with current property descriptions attached to the warranty deeds (or special warranty deeds) prepared by registered professional engineers, accompanied by current surveys made on the ground and certified by such engineers, such property descriptions and surveys to be in form and substance acceptable to Purchaser as describing the Real Property included in the Purchased Assets and no other Real Property;

(b) One or more duly executed assignment and assumption agreements with respect to the Assumed Liabilities, in form reasonably acceptable to Purchaser and Sellers;

(c) A true and correct copy of the Sale Approval Order;

(d) A true and correct copy of the Final Order approving the Settlement Agreement;

(e) A true and correct copy of the Final Order approving the Committee Settlement.

(f) A duly executed non-foreign person affidavit of Sellers dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that no Seller (or, if a Seller is a disregarded entity, its owner) is a "foreign person" as defined in Section 1445 of the Code;

(g) To the extent transferable and assignable, and subject to Purchaser obtaining requisite third party Consents, Documents assigning all right, title and interest of any of Sellers in and to the Permits to which it is a party;

(h) Such other bills of sale, special warranty deeds, affidavits, assignments of leases, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Purchaser (in each case signed

and acknowledged as appropriate), as Purchaser may reasonably request (including, without limitation, as may be required for Purchaser to obtain title insurance from a reputable licensed title insurer(s) insuring its interest in the Real Property subject to no Encumbrances other than the Permitted Encumbrances) to vest in Purchaser all the right, title and interest of Sellers in, to or under any or all the Purchased Assets; provided that the recording costs and transfer fees relating to the title transfers shall be payable by Purchaser, and the premium for title insurance shall be payable by Sellers out of the cash included in Excluded Assets pursuant to Section 2.2(a);

(i) Funding of $50,000.00 to the MPC Environmental Trust and $50,000.000 to Purchaser out of the cash included in Excluded Assets pursuant to Section 2.2(a);

(j) With respect to the Real Property, access to any existing surveys, aerial photographs, plans, engineering drawings, as-built drawings or surveys, legal descriptions and title policies in the possession of Sellers; and

(k) All other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by Sellers at or prior to the Closing in connection with the Contemplated Transactions.

4.3 Closing Deliverables by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Sellers (or to other Persons, at the direction of Sellers):

(a) The Purchase Price as required in ARTICLE III;

(b) One or more duly executed assignment and assumption agreements meeting the requirements of Section 4.2(b) with respect to Assumed Liabilities;

(c) Written evidence that Purchaser is the designee of the Agent to enter into this Agreement and become the owner of, and to purchase and take title to, the Liquidation Trust Acquired Assets, and that the Agent has assigned $15,000,000 of the Pre-Petition Indebtedness to Purchaser; and

(d) All other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by Purchaser at or prior to the Closing in connection with the Contemplated Transactions.

4.4 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) By the mutual written consent of Sellers and Purchaser;

(b) By either Purchaser or any Seller, if the Closing shall not have been consummated on or before the Outside Closing Date; provided, however, that the Party seeking to terminate this Agreement under this Section 4.4(b) may not have breached in any material respect its obligations under this Agreement in a manner that has been the principal cause of the failure of the consummation of the Closing prior to the Outside Closing Date;

(c) By either Purchaser or any Seller, if there shall be any Law that makes consummation of the Contemplated Transactions illegal or otherwise prohibited, or there shall be in effect an order of the Bankruptcy Court or a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions; it being agreed that the Parties shall immediately seek to vacate any such order prior to the Outside Closing Date, in which case, either of the Parties may terminate the agreement only if such order has not been vacated on or before the Outside Closing Date;

(d) By Sellers, if Purchaser has substantially breached any material representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the Conditions Precedent applicable to the obligations of Sellers would not then be satisfied at the time of such breach. Sellers may not terminate this Agreement under this Section 4.4(d) unless such breach is not cured within the earlier of the Outside Closing Date or ten (10) days from written notice to Purchaser of such breach; provided, further, that Sellers are not then in breach of the terms of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured;

(e) By Purchaser, if Sellers have substantially breached any material representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the Conditions Precedent applicable to the obligations of Purchaser would not then be satisfied at the time of such breach; provided, however, that if such breach is curable by Sellers within ten (10) days through the exercise of their reasonable efforts, then for so long as Sellers continue to exercise such reasonable efforts, Purchaser may not terminate this Agreement under this Section 4.4(e) unless such breach is not cured within the earlier of the Outside Closing Date or ten (10) days from written notice to Sellers of such breach; provided, further, that Purchaser is not then in breach of the terms of this Agreement, and provided further, that no cure period shall be required for a breach which by its nature cannot be cured; or

(f) By Sellers, if all of the Conditions Precedent applicable to the obligations of Purchaser have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and Purchaser fails to deliver the Purchase Price or the other deliverables required by Section 4.3.

4.5 Procedure Upon Termination. In the event of a termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 4.4, (a) written notice thereof shall be given promptly by the terminating Party to the other Parties hereto, specifying the provision(s) hereof pursuant to which such termination is made, (b) except as contemplated by Section 4.6, this Agreement shall thereupon terminate and become void and of no further force and effect and (c) the consummation of the Contemplated Transactions shall be abandoned without further action of the Parties hereto or order of the Bankruptcy Court. If this Agreement is terminated as provided herein, each Party shall return all documents, work papers and other material of any other Party relating to the Contemplated Transactions, whether so obtained before or after the execution hereof, to the Party furnishing the same.

4.6 Effect of Termination. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, then each of the Parties shall be relieved of their respective duties and obligations arising under this Agreement effective as of the date of such termination and, except as otherwise provided herein, such termination shall be without Liability to Purchaser or Sellers; provided, however, that Section 4.5, Section 4.6, ARTICLE XI and the Sale Procedures Order shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any breach of this Agreement by such Party.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers, jointly and severally, hereby make the representations and warranties in this ARTICLE V to Purchaser as of the Execution Date and the Closing Date (except regarding representations and warranties made as of a particular date, which shall be deemed to be made only as of such date); provided, that, the representations and warranties set forth below shall be deemed as qualified or supplemented by the Sellers Disclosure Schedule attached hereto (the "Sellers Disclosure Schedule") and to the Knowledge of Sellers. Each Section of the Sellers Disclosure Schedule is numbered by reference to representations and warranties in a specific Section of this ARTICLE V.

5.1 Corporate Organization and Qualification. Each Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Each Seller is qualified and in good standing as a foreign corporation in each jurisdiction where the properties owned, leased or operated or the conduct of business requires such qualification, except where the failure to be so qualified would not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Seller has all requisite power and authority to own, lease, and operate its properties as now being conducted, subject to the provisions of the Bankruptcy Code. Each Seller has previously made available to Purchaser complete and correct copies of its certificate of incorporation and bylaws as in effect on the Execution Date (the "Organizational Documents").

5.2 Ownership of Sellers; Title to Purchased Assets. All outstanding shares of capital stock of MPC are held by its parent corporation PHI. All of the equity interests in ATS and SATS are held by MPC. Except for MPC ownership of ATS and SATS and as described in Section 5.2 of the Sellers Disclosure Schedule, no Seller owns, of record or beneficially, any direct or indirect equity or other interest in any Person, or any right (contingent or otherwise) to acquire the same. Sellers have good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are or will be at Closing pursuant to the Sale Approval Order free and clear of all Encumbrances except for the Permitted Encumbrances.

5.3 Authority. Except for such authorization as is required by the Bankruptcy Code and the Bankruptcy Court after giving effect to the Sale Approval Order, each Seller has all requisite corporate power, authority and legal capacity to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated hereby or to be executed by such Seller in connection with the consummation of the

Contemplated Transactions (together with this Agreement, the "Sellers' Documents"), and (c) perform its obligations hereunder and thereunder and consummate the Contemplated Transactions. The execution and delivery of Sellers' Documents, and the consummation of the Contemplated Transactions, have been duly authorized by all requisite corporate action on the part of each Seller, including by any action or required approval of the equityholder or equityholders of each Seller as required by applicable Law. This Agreement has been, and at or prior to the Closing, each of the other Sellers' Documents will be, duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto, and the entry of the Sale Approval Order) this Agreement constitutes, and each of Sellers' Documents when so executed and delivered will constitute, legal, valid and binding obligations of the applicable Seller, enforceable against such Seller in accordance with its respective terms, subject to: (i) entry of the Sale Approval Order by the Bankruptcy Court, and (ii) applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Bankruptcy Exceptions").

5.4 Compliance with Law. Except as set forth in Section 5.4 of the Sellers Disclosure Schedule, to the Knowledge of Sellers, no investigations, inquiries or reviews by any Governmental Body with respect to the Purchased Assets have been commenced, nor is there any basis for commencing any, that would impose any material Liability on Purchaser or, from and after the Closing Date, the Purchased Assets. Except for matters that would be paid at Closing, there are no Encumbrances for Taxes on any of the Purchased Assets, nor is there any such Encumbrance that is pending or, to the Knowledge of Sellers, threatened other than Permitted Encumbrances.

5.5 Insurance Policies. Schedule 2.1(e) lists all property and casualty insurance policies owned or held by a Seller or otherwise applicable to the Purchased Assets (the "Casualty Insurance Policies"). All such policies (or substitute policies with substantially similar terms and underwritten by insurance carriers with substantially similar ratings) are in full force and effect, all premiums with respect thereto covering all periods up to and including the Execution Date have been paid, and no written notice of cancellation or termination (or any other threatened termination) has been received with respect to any such policy. Except as set forth in Section 5.5(a) of the Sellers Disclosure Schedule, there are no pending, or to the Knowledge of Sellers, threatened claims, or circumstances that might give rise to a claim, under any Casualty Insurance Policy. All claims relating to the Purchased Assets under the Casualty Insurance Policies have been filed in a due and timely fashion and any such claims that are pending are included in the Purchased Assets. Except as set forth in Section 5.5(b) of the Sellers Disclosure Schedule, no notice of cancellation or nonrenewal with respect to, disallowance of any claim, or reservation of rights with respect to any claim under, or increase of premium for, any Casualty Insurance Policy has been received by Sellers.

5.6 Environmental Matters. Sellers have provided Purchaser with access to all material environmental Documents relating to the Purchased Assets within Sellers' possession or control, including all correspondence received from federal or state Environmental Authorities.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties in this ARTICLE VI to Sellers as of the Execution Date and as of the Closing Date (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date), except as qualified or supplemented by Sections in the Purchaser Disclosure Schedule (the "Purchaser Disclosure Schedule") attached hereto:

6.1 Corporate Organization and Qualification. Purchaser is a trust formed and in existence under and governed by the Laws of the State of Mississippi. Purchaser is qualified and in good standing as a foreign entity in each jurisdiction where the properties owned, leased or operated, or the business conducted by it require such qualification except as would not have or reasonably be expected to have a Material Adverse Effect on Purchaser's ability to consummate the Contemplated Transactions. Purchaser has all requisite power and authority (corporate or otherwise) to own its properties and to carry on its business as it is now being conducted except as would not have or reasonably be expected to have a Material Adverse Effect on Purchaser's ability to consummate the Contemplated Transactions. Purchaser has previously made available to Sellers complete and correct copies of Purchaser's entity organizational documents, as amended and in effect on the Execution Date.

6.2 Authority. Purchaser has the requisite power and authority to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the Contemplated Transactions (together with this Agreement, the "Purchaser's Documents"), and (c) perform its obligations hereunder and thereunder and consummate the Contemplated Transactions. The execution, delivery, and performance by Purchaser of this Agreement and each of Purchaser's Documents have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and at or prior to the Closing each Purchaser's Document will be, duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Purchaser's Documents when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to the Bankruptcy Exceptions.

6.3 Consents and Approvals; No Violation.

(a) None of the execution and delivery by Purchaser of this Agreement or the Purchaser's Documents, the consummation of the Contemplated Transactions, or the compliance by Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of acceleration, payment, amendment, termination or cancellation under any provision of (i) the certificate of incorporation and the bylaws (or similar organizational documents) of Purchaser, (ii) any Contract (including but not limited to any Contracts related to financing) or Permit to which Purchaser is a party or by which Purchaser or its properties or assets are bound, (iii) any order of any Governmental Body applicable to Purchaser or by

which any of the properties or assets of Purchaser are bound, or (iv) any applicable Law, other than, in the case of clauses (ii), (iii), and (iv), except as would not have or reasonably be expected to have a Material Adverse Effect on Purchaser's ability to consummate the Contemplated Transactions.

(b) Except as set forth in Section 6.3(b) of the Purchaser Disclosure Schedule, no Consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body or other Person nor any other Regulatory Approval is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser's Documents, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the Contemplated Transactions or the taking by Purchaser of any other action contemplated hereby or thereby, or for Purchaser to purchase Purchased Assets.

6.4 Brokers and Finders. Purchaser has not employed, and to the knowledge of Purchaser, no other Person has made any arrangement by or on behalf of Purchaser with, any investment banker, broker, finder, consultant or intermediary in connection with the Contemplated Transactions which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the Contemplated Transactions.

6.5 Adequate Assurances Regarding Assumed Contracts. As of the execution of this Agreement, Purchaser is capable of satisfying the conditions set forth in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

6.6 No Other Representations or Warranties. Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided in ARTICLE V of this Agreement, no Seller makes or has made any representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. Without in any way limiting the foregoing, Sellers hereby disclaim any warranty, express or implied, of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the physical condition of the Purchased Assets and all such other matters relating to or affecting the Purchased Assets as Purchaser deemed necessary or appropriate and that in proceeding with its acquisition of the Purchased Assets, except for any representations and warranties set forth in ARTICLE V, Purchaser is doing so based solely upon such independent inspections and investigations.

ARTICLE VII.
BANKRUPTCY COURT MATTERS

7.1 Sale Approval Order. The Sale Approval Order shall be entered by the Bankruptcy Court. The Sale Approval Order shall, among other things:

(a) Approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Purchased Assets to Purchaser on the terms set forth herein are free and clear of all

Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their respective obligations under this Agreement;

(b) Authorize and empower Sellers to assume and assign to Purchaser the Assumed Contracts;

(c) Find that Purchaser is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to Sellers and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code;

(d) Provide for the implementation of the Purchase Price in accordance with ARTICLE III herein;

(e) Provide for the Assumed Liabilities and Excluded Liabilities set forth in Sections 2.3 and 2.4 hereof, respectively; and

(f) Provide that pursuant to Bankruptcy Rules 7062 and 9014, the terms and conditions of the Sale Approval Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d).

Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining Bankruptcy Court approval of the Sale Approval Order, including, without limitation, live testimony from executives of the Purchaser, furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. In the event that the Bankruptcy Court's approval of the Sale Approval Order shall be appealed, Sellers shall use reasonable efforts to defend such appeal.

ARTICLE VIII.
COVENANTS AND AGREEMENTS

8.1 Further Assurances.

(a) Subject to the terms and conditions of this Agreement and applicable Law, the Parties shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Contemplated Transactions as soon as practicable, and shall coordinate and cooperate with each other in exchanging information, keeping the other Parties reasonably informed with respect to the status of matters contemplated by this Agreement and supplying such reasonable assistance as may be reasonably requested by another Party in connection therewith.

(b) Subject to the terms and conditions of this Agreement, the Parties shall not take any action or refrain from taking any action the effect of which would be to unduly delay or impede the ability of the Parties to consummate the Contemplated

Transactions, unless in such Party's reasonable judgment, taking such action or refraining from taking such action is consistent with achieving the ultimate objective of consummating the Contemplated Transactions or is required by applicable Law.

(c) Notwithstanding anything in this Agreement to the contrary, the obligations of Sellers pursuant to this Section 8.1 shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with Sellers' Chapter 11 Cases), and Sellers' obligations as a debtor in possession to comply with any order of the Bankruptcy Court (including the Sale Procedures Order and the Sale Approval Order) and Sellers' duty to seek the highest or otherwise best price for the Purchased Assets as required by the Bankruptcy Code; provided, however, that Sellers shall not have the right to terminate this Agreement other than as provided in Section 4.4 or pursue or consummate an Alternative Transaction or take any actions in furtherance thereof following the entry of the Sale Approval Order.

8.2 Preservation of Records. Except as provided in an order of the Bankruptcy Court, the Parties agree that each of them shall preserve and keep the records held by them or their Affiliates, or their respective successors and assigns, relating to the Purchased Assets and Assumed Liabilities for a period of five (5) years from the Closing Date, in the case of Purchaser, and until the closing of Sellers' Chapter 11 Cases or the liquidation and winding up of Sellers' estates, in the case of each Seller, and each shall make such records available to the other Parties as may be reasonably requested by such other Parties. Sellers shall provide Purchaser with sixty (60) days advance written notice prior to destruction of such records. Purchaser will ensure any subsequent purchaser of Documents agrees to be bound by this Section 8.2.

8.3 Discharge of Post-Closing Obligations; Indemnity. From and after the Closing, Purchaser shall pay and discharge all Assumed Liabilities and it shall reimburse and hold Sellers harmless from and against any claim, loss, cost, or expense arising from or related to (i) the Assumed Liabilities, or (ii) the operation of the Purchased Assets by Purchaser or any Affiliate of Purchaser or their respective successors and assigns, from and after the Closing Date. The obligations set forth in this Section 8.3 shall survive the Closing of the Contemplated Transactions for a period of three (3) years.

8.4 Transaction Taxes. Purchaser and Sellers covenant and agree that they will use their best efforts to obtain an order from the Bankruptcy Court pursuant to Section 1146(a) of the Bankruptcy Code exempting, to the maximum extent possible, the transfer of the Purchased Assets from Sellers to Purchasers from any and all Transaction Taxes (as hereinafter defined). To the extent that the transfer of any of the Purchased Assets from Sellers to Purchasers are not exempt under Section 1146(a) of the Bankruptcy Code, Purchaser shall pay any sales, use, stamp, transfer, documentary, registration, business and occupation and other similar Taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Body with respect to the transfer of any of the Purchased Assets to Purchaser ("Transaction Taxes").

ARTICLE IX.
CONDITIONS TO CLOSING

9.1 Conditions Precedent to the Obligations of the Parties. The respective obligations of each Party to this Agreement to consummate the Contemplated Transactions are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Sellers and Purchaser in whole or in part to the extent permitted by applicable Law):

(a) There shall not be in effect any order issued and entered by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions; and,

(b) The Bankruptcy Court shall have entered the Sale Approval Order which shall be a Final Order and in form and substance reasonably satisfactory to the Approval Parties.

9.2 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the Contemplated Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Sellers in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in ARTICLE VI hereof shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(b) Purchaser shall have performed and complied in all material respects with all covenants, obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3;

(d) All portions of the Purchase Price shall have been delivered in accordance with ARTICLE III; and

(e) Purchaser shall have delivered to Sellers evidence of all necessary action by Purchaser in connection with the Contemplated Transactions, including, without limitation: (i) certified copies of resolutions duly adopted by Purchaser's directors or similar governing body approving the Contemplated Transactions and authorizing the execution, delivery, and performance by Purchaser of this Agreement; and (ii) a certificate as to the

incumbency of officers of Purchaser executing this Agreement and any instrument or other document delivered in connection with the Contemplated Transactions.

9.3 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Contemplated Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Purchaser shall be reasonably satisfied that it has no liability under Law resulting from current and ongoing conveyance of contaminated groundwater or storm water from the Purchased Assets through existing piping and conveyances of waste water to the Waste Water Treatment Plant and Gyp Stacks, or for the current and ongoing conveyance of contaminated condensate water from the exiting ammonia Terminal Operations to the same for so long as Purchaser owns or operates any of the Purchased Assets;

(b) The representations and warranties of Sellers set forth in ARTICLE V shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(c) Sellers shall have performed and complied in all respects with all covenants, obligations and agreements required in this Agreement to be performed or complied with by them on or prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of each Seller to the foregoing effect;

(d) Purchaser shall have received all Consents from third parties (including any Governmental Bodies) and either (i) all Permits, or (ii) in the case of those Permits that cannot be transferred simultaneously with Closing, reasonable assurances that it will be receiving all Permits shortly after Closing (in each case as to Consents and Permits, which Purchaser deems necessary) to permit Purchaser to own and operate the Purchased Assets and the Assumed Liabilities from and after the Closing in substantially the same manner as operated by Sellers prior to the Closing and without Purchaser becoming potentially liable or responsible under those Permits for operations of, or liabilities associated with the Purchased Assets prior to the Closing or with any of the Excluded Assets, including in particular, the Gyp Stacks and the Gyp Stack Maintenance Equipment; and

(e) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

9.4 Failure Caused by Party's Failure to Comply. No Party may rely on the failure of any condition set forth in Section 9.1, Section 9.2, or Section 9.3, as the case may be, if such failure was caused by such Party's breach or failure to comply with any provision of this Agreement.

ARTICLE X.
NON-SURVIVAL

10.1 Survival. No representations and warranties of Sellers contained in ARTICLE V shall survive beyond the Closing Date.

ARTICLE XI.
MISCELLANEOUS

11.1 Payment of Expenses. Except as otherwise expressly provided in this Agreement and whether or not the transactions contemplated hereby are consummated, Sellers and Purchaser shall bear their own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

11.2 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto and other documents specifically referred to herein) represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Agreement may be amended, supplemented, or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification, or waiver is sought and the approval in writing of such amendment, supplement, modification, or waiver by (a) each of the Approval Parties or (b) order of the Bankruptcy Court. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.3 Counterparts. For the convenience of the Parties, this Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

11.4 Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF MISSISSIPPI SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

11.5 Jurisdiction, Waiver of Jury Trial.

(a) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER THE PARTIES HERETO AND ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY;

PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF MISSISSIPPI AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF MISSISSIPPI WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

11.6 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and shall be deemed duly given either (i) upon delivery, when delivered personally, (ii) one (1) day after being sent by overnight courier or when sent by facsimile transmission (with a confirming copy sent by overnight courier) or e-mail or other electronic communication, or (iii) three (3) days after being sent by registered or certified mail, postage prepaid, as follows:

If to Sellers, to:

Mississippi Phosphates Corporation
601 Industrial Road
Pascagoula, MS 39581
Attn: Robert P. Kerley
Email: r.kerley@missphosphates.com
Telephone: (228) 712-3302

With a copy (which shall not constitute effective notice) to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attn: Stephen W. Rosenblatt
Email: steve.rosenblatt@butlersnow.com
Telephone: (601) 985-4504

and

Jonathan J. Nash, Chief Restructuring Officer
400 West 15th St. Suite 1700
Austin, TX 78701
Email: jonnash@deloitte.com
Telephone: (512) 527-4111

If to Purchaser, to:

Robert E. Ogle, Trustee
c/o The Claro Group, LLC
1221 McKinney Street Suite 2850
Houston, TX 77010
Email: bogle@theclarogroup.com
Direct: (281) 652 5435
Mobile: (713) 412 1304
Fax: (713) 236 0033

With a copy (which shall not constitute effective notice) to:

Haynes and Boone, LLC
1221 McKinney Street, Suite 2100
Houston, Texas 77010
Attn: Lenard M. Parkins
Email: lenard.parkins@haynesboone.com
Facsimile No.: (713) 236-5405
Telephone: (713) 547-2008

or to such other Persons or addresses as may be designated in writing by the Party to receive such notice.

11.7 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to entry of the Sale Procedures Order (with respect to the matters covered thereby) and the Sale Approval Order, Sellers, and inure to the benefit of the Parties and their respective successors and permitted assigns, including, without limitation, any trustees or estate representatives appointed in Sellers' Chapter 11 Cases or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties hereto and any attempted assignment without the required consents shall be void. No other assignment of rights and obligations hereunder shall relieve the Parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in a manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Contemplated Transactions are fulfilled to the fullest extent possible.

11.9 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator,

member, partner or equityholder of Sellers or Purchaser shall have any liability for any obligations or liabilities of Sellers or Purchaser under this Agreement or Sellers' Documents or the Purchaser's Documents of or for any claim based on, in respect of, or by reason of, the Contemplated Transactions.

11.10 Time of the Essence. Time is of the essence in this Agreement.

11.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11.12 Certain Interpretations.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement.

(ii) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words "include," "includes" and "including," when used herein shall be deemed in each case to be followed by the words "without limitation" (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(vi) Any reference in this Agreement to $ shall mean U.S. dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The Parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

(c) Purchaser acknowledges hereby that Sellers may not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the Contemplated Transactions.

(d) In the event any of the terms or provisions of this Agreement conflict with the Settlement Agreement, then the Settlement Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives as of the date first above written.

PURCHASER:

MPC LIQUIDATION TRUST

By: _____

Robert E. Ogle, Trustee of the MPC Liquidation Trust

SELLERS:

MISSISSIPPI PHOSPHATES CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

AMMONIA TANK SUBSIDIARY, INC.,
a Delaware corporation

By: _____
Name:
Title:

SULFURIC ACID TANKS SUBSIDIARY, INC.,
a Delaware corporation

By: _____
Name:
Title:

DISCLOSURE SCHEDULE
to the
ASSET PURCHASE AGREEMENT
BY AND AMONG
Robert E. Ogle, Solely in his Capacity as Trustee of the MPC Liquidation Trust,
as Purchaser,
and
MISSISSIPPI PHOSPHATES CORPORATION
AND ITS SUBSIDIARIES
as Sellers

DATED AS OF September [__], 2015

Reference is hereby made to that certain Asset Purchase Agreement (the "Agreement"), dated as of September [_], 2015, by and among Robert E. Ogle, Solely in his Capacity as Trustee of the MPC Liquidation Trust ("*Purchaser*") and Mississippi Phosphates Corporation and its Subsidiaries ("*Sellers*"). Capitalized terms not defined in the following Disclosure Schedule shall have the same meanings ascribed to such terms in the Agreement. This Disclosure Schedule has been prepared and delivered by the Purchasing Party in accordance with the Agreement. References to section and subsection numbers in the headings of the Disclosure Schedule relate to the corresponding sections and subsections of the Agreement and are for reference purposes only. Any disclosure under a particular heading shall not expand the representations, warranties, covenants or agreements in the Agreement. No inference should be drawn that any information provided herein is necessarily material or otherwise required to be disclosed, and no disclosure of any matter contained in the Disclosure Schedule will create an implication that such matter meets any standard of materiality. All attachments to the Disclosure Schedule are hereby incorporated by reference herein.

No reference in the Disclosure Schedule to any contract, undertaking, agreement or arrangement with any Person shall be construed as an admission or indication that such contract, undertaking, agreement or arrangement is enforceable or that there are any obligations remaining to be performed or any rights that may be exercised pursuant to such contract, undertaking, agreement or arrangement, unless (and only to the extent that) such contract, undertaking, agreement or arrangement is responsive to a representation or warranty expressly to that effect. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any contract, undertaking, agreement, arrangement, law or regulation (if applicable) shall be construed as an admission or indication that such breach or violation exists or has actually occurred.

Where the terms of any Contract, undertaking, agreement, arrangement or other disclosure item have been summarized or described in the Disclosure Schedule, such summary or description does not purport to be a complete statement of the material terms of such contract, undertaking, agreement, arrangement or other disclosure item.

Inclusion of any item in the Disclosure Schedule shall not constitute, or be deemed to be, an admission to any third party concerning such item.

Schedule 2.1(a)

Real Property

See the attached Exhibit 2.1(a)-A for maps evidencing preliminary boundary descriptions pending completion of a survey to identify precise boundaries of the real properties to be transferred to the Liquidation Trust. Upon completion of the survey, the maps will be revised to reflect the precise boundaries of the real properties conveyed to the Liquidation Trust.

The Liquidation Trust is acquiring only the items on the maps that are identified as conveyed to the Liquidation Trust, including the Four Home Sites.

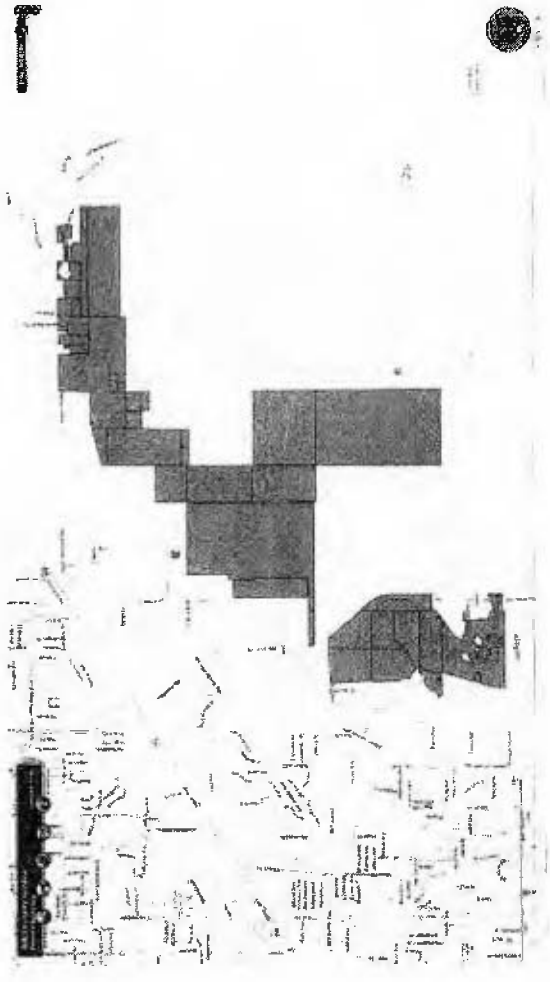
The Liquidation Trust will not be responsible for any environmental liabilities associated with real property that is not ultimately transferred to it in the deeds as revised to reflect the boundaries identified by the survey.

Exhibit 2.1(a)-A

Preliminary Real Property Deed

[See Attached]
[for now map showing preliminary boundary descriptions]

14-51667-KMS Dkt 1003-1 Filed 09/04/15 Entered 09/04/15 18:44:09 Page 4 of 20

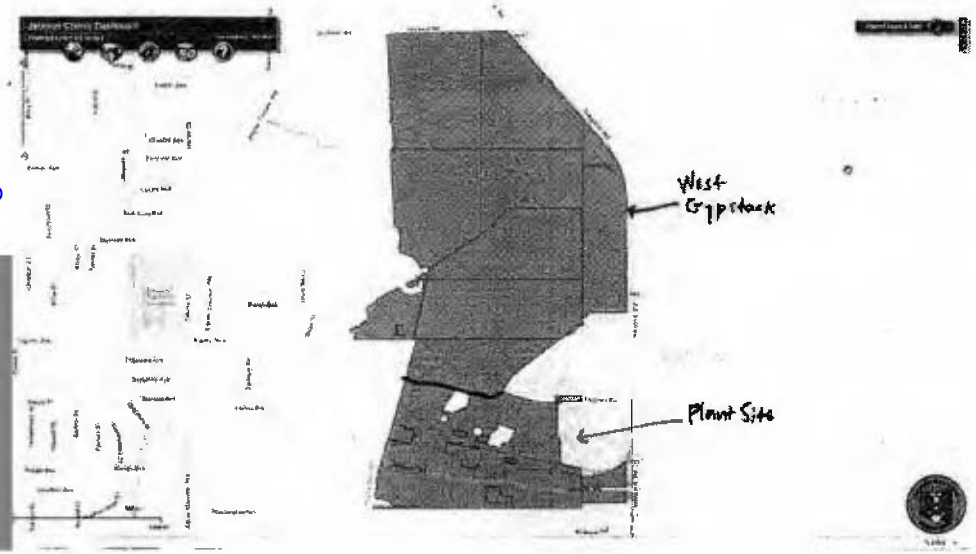


Map of All MPC Properties

14-51667-KMS Dkt 1050 Filed 10/14/15 Entered 10/14/15 14:28:26 Page 72 of 98

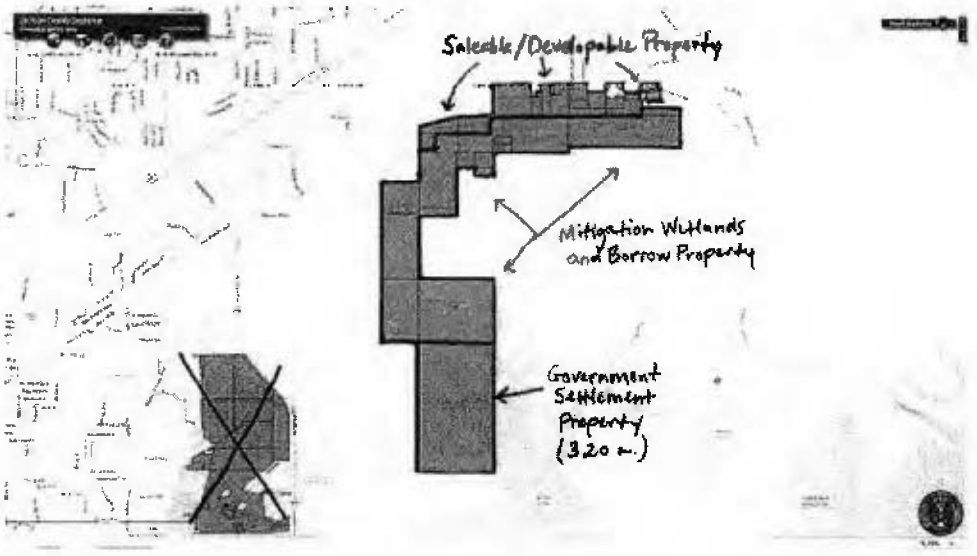
West Gypstack and Plant Site:

- West Gypstack property goes to Environmental Trust
- Plant Site goes to Liquidation Trust



Settlement Property to Government, Wetlands Property, Borrow Property and Saleable Property Along Bayou Cumbest Road:

- 320 acres goes to government for settlement
- Wetlands and Borrow Property goes to Environmental Trust
- Saleable Property along Bayou Cumbest Road goes to Liquidation Trust

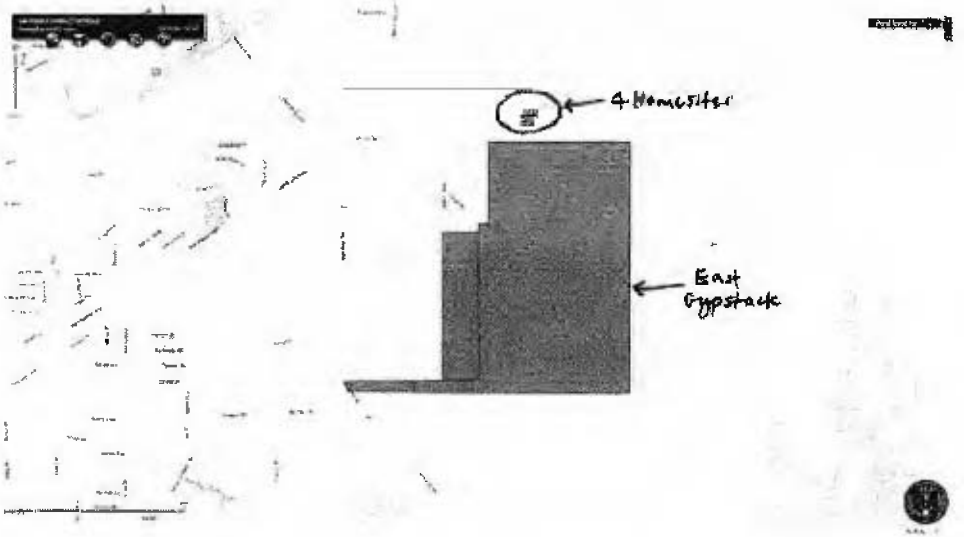


Sulfuric Operations Support, Sulfur Operations Support, Inc., Sulfuric Acid Tanks

- All goes to Liquidation Trust

East Gypstack and Four Home Sites:

- East Gypstack goes to Environmental Trust
- Four Home Sites go to Liquidation Trust



Schedule 2.1(b)

All Equipment and All Furniture, Furnishings, Fixtures, Improvements, Machinery, and Vehicles Owned by the Sellers

The Purchased Assets include all personal property owned by Sellers, including the tangible personal property listed on the document titled "Seller Personal Property Listing", attached as Exhibit 2.1(b)-A. The Purchased Assets expressly exclude the property included on the document titled "Excluded Property to go to Environmental Trust", attached as Exhibit 2.1(b)-B.

Exhibit 2.1(b)-A

Seller Personal Property Listing

[*See Attached*]

ATTACHMENT [illegible] List of Equipment Covered under the Mississippi Phosphates Corporation Inspection Program.

[illegible]	[illegible] Storage Tank	C-238-150-007	Storage Tank
[illegible]	[illegible] Holding & Filling Compressor	C-238-150-006	Compressors
[illegible]	[illegible] Pump East Holwell(Byron Jackson)	C-238-150-007	Pumps
[illegible]	[illegible] Pump West Holwell(Byron Jackson)	C-238-150-007	Pumps
[illegible]	Glycol Pump	C-238-150-007	Pumps
[illegible]	[illegible] Transfer Pump ( ) (Inline)	C-238-150-008	Pumps
[illegible]	No Longer In Service	C-238-150-008	Pumps
[illegible]	[illegible] Spill Pump	C-238-150-008	Pumps
[illegible]	[illegible] Railcar Unloading Pump (Roth)	C-238-150-008	Pumps
[illegible]	Barge Unloading Pump (Flowserve)	C-238-150-008	Pumps
[illegible]	East Rail load Out Pump (Flowserve)	C-238-150-008	Pumps
[illegible]	[illegible] Load Out Pump (Flowserve)	C-238-150-008	Pumps
[illegible]	[illegible] After Cooler	C-238-150-006	Heat Exchanger
[illegible]	[illegible] Condenser	C-238-150-006	Heat Exchanger
[illegible]	[illegible] Transfer Heater	C-238-150-007	Heat Exchanger
[illegible]	[illegible]	C-238-150-007	Heat Exchanger
[illegible]	[illegible] Fired Heater	C-238-150-007	Heat Exchanger
[illegible]	[illegible] Purge Condenser	C-238-150-006	Heat Exchanger
[illegible]	[illegible] Rail / Truck loading Heater	C-238-150-006	Heat Exchanger
[illegible]	[illegible] Cooler	C-238-150-006	Heat Exchanger
[illegible]	[illegible] Vaporizer	C-238-150-010	Heat Exchanger
[illegible]	[illegible] Suction Drum	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Stage Flash Drum	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Tank	C-238-150-007	Pressure Vessels
[illegible]	[illegible] Suction Snubber	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Discharge Snubber	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Suction Snubber	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Discharge Snubber	C-238-150-006	Pressure Vessels
[illegible]	[illegible] Water Outlet Line RV	C-238-150-006	Pressure Relief Device
[illegible]	[illegible] Water Outlet Line RV	C-238-150-006	Pressure Relief Device
[illegible]	Ammonia Compressor 1st Stage Dis.	C-238-150-006	Pressure Relief Device
[illegible]	Ammonia Compressor 2nd Stage Dis.	C-238-150-006	Pressure Relief Device
[illegible]	[illegible] Stage Flash Drum RV	C-238-150-006	Pressure Relief Device
[illegible]	Ammonia Storage Tank RV	C-238-150-007	Pressure Relief Device
[illegible]	Ammonia Storage Tank Press/Vacuum	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] Line RV	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] Pump Suction Line Thermal	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] RV	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] RV	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] RV	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] Heater Inlet Piping RV	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] Tank Vac. Breaker	C-238-150-007	Pressure Relief Device
[illegible]	[illegible] Vaporizer Rv	C-238-150-010	Pressure Relief Device
[illegible]	[illegible] Piping at Dock Rv	C-238-150-008	Pressure Relief Device
[illegible]	[illegible] Piping at Dock RV	C-238-150-008	Pressure Relief Device
[illegible]	[illegible] Heater Outlet Thermal RV	C-238-150-008	Pressure Relief Device

PSV-19	Line To First Chemical Thermal Rv	C-238-150-008	Pressure Relief Device

ATTACHMENT I - List of Equipment Covered under the Mississippi Phosphates Corporation Inspection Program.

PSV-20	Line To First Chemical Thermal Rv	C-238-150-008	Pressure Relief Device
PSV-21	Line To First Chemical Thermal Rv	C-238-150-008	Pressure Relief Device
PSV-22	Line To Ammonia Vaporizer Thermal Rv	C-238-150-008	Pressure Relief Device
PSV-23	Line To Ammonia Vaporizer Thermal Rv	C-238-150-008	Pressure Relief Device
PSV-24	Line To Ammonia Vaporizer Thermal Rv	C-238-150-008	Pressure Relief Device
PSV-25	Railcar Loading/Unloading Line Thermal	C-238-150-008	Pressure Relief Device
PSV-26	Railcar Loading/Unloading Line Thermal	C-238-150-008	Pressure Relief Device
PSV-27	By NH3 Meter North Dock	C-238-150-008	Pressure Relief Device
PSV-28	Dock Loading Pump Line Thermal RV	out of service	Pressure Relief Device
PSV-29	Emergency Spill Pump Suction Line Therm	out of service	Pressure Relief Device
PSV-30	Emerg. Spill Pump Discharge Line Thermal	C-238-150-008	Pressure Relief Device
PSV-31	Emergency Spill Pump Suction Line Therm	C-238-150-008	Pressure Relief Device
PSV-32	Static Mixer	C-238-150-008	Pressure Relief Device
PSV-33	Ammonia Relief Valve	C-238-150-008	Pressure Relief Device
PSV-34	Ammonia Relief Valve	C-238-150-008	Pressure Relief Device
PSV-35	Ammonia Relief Valve	C-238-150-008	Pressure Relief Device
PSV-36	Ammonia Relief Valve	C-238-150-008	Pressure Relief Device
PSV-37	Ammonia Relief Valve	C-238-150-008	Pressure Relief Device
PSV-38	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-39	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-40	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-41	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-42	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-43	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-44	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-45	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-46	Discharge side of Load Heater	C-238-150-008	Pressure Relief Device
PSV-47	Discharge side of Load Heater	C-238-150-008	Pressure Relief Device
PSV-48	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-49	Ironsea Unloading System	C-238-150-008	Pressure Relief Device
PSV-50	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-51	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-52	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-53	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-54	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-55	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-56	New Ammonia line to Dock-10" Line	C-238-150-008	Pressure Relief Device
PSV-57	2"Line above Scale House	C-238-150-008	Pressure Relief Device
PSV-58	2" line on top of Ammonia Tank	C-238-150-008	Pressure Relief Device
PSV-59	Ammonia Up-Grade at Scale house	C-238-150-008	Pressure Relief Device
PSV-60	Ammonia Up-Grade at Scale house	C-238-150-008	Pressure Relief Device
PSV-XX	Ammonia Line To Rock Mill	C-238-150-008	Pressure Relief Device
PSV-61	Rail to Truck	C-238-150-008	Pressure Relief Device
PSV-62	Rail to Truck	C-238-150-008	Pressure Relief Device
PSV-63	Rail to Truck	C-238-150-008	Pressure Relief Device

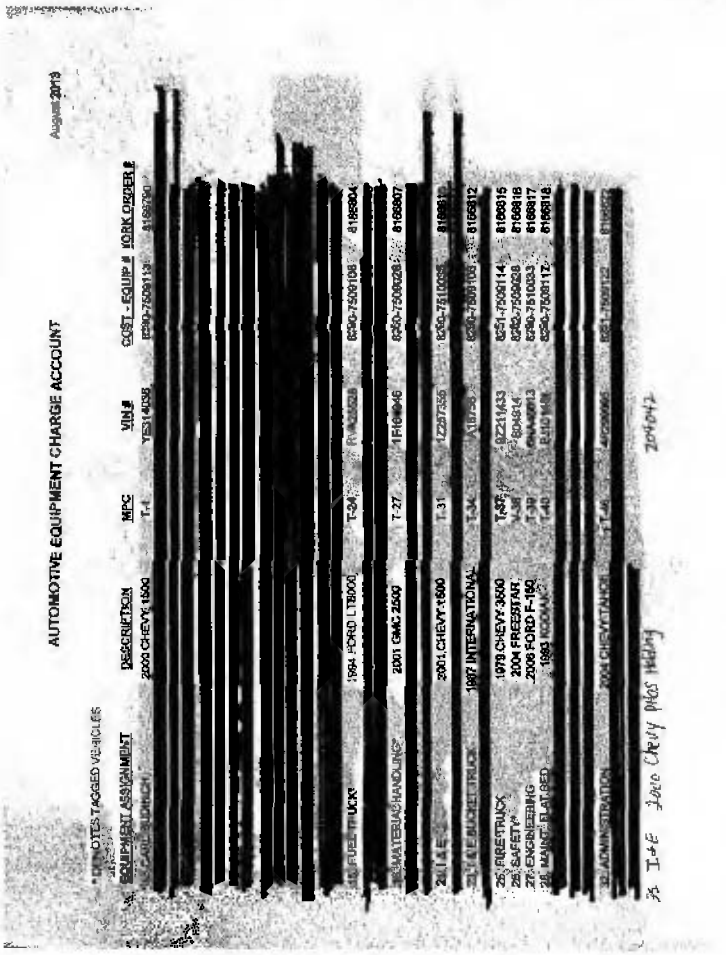
PSV-64	Rail to Truck 6" Suction line	C-238-150-008	Pressure Relief Device
PSV-65	2" Back Pressure Line-West Pump	C-238-150-008	Pressure Relief Device
PSV-66	2" Back Pressure Line-East Pump	C-238-150-008	Pressure Relief Device
PSV-67	4" Discharge line West Pump	C-238-150-008	Pressure Relief Device
PSV-68	6" Discharge Line east Pump	C-238-150-008	Pressure Relief Device
PSV-69	4" Line North of Scale House	C-238-150-008	Pressure Relief Device
PSV-70	2" Truck Supply Line to N.Scale House	C-238-150-008	Pressure Relief Device
PSV-71	2" Truck Supply Line to S.Scale House	C-238-150-008	Pressure Relief Device
PSV-72	2" Rail Supply on West Station	C-238-150-008	Pressure Relief Device
PSV-73	2" rail Supply on West station	C-238-150-008	Pressure Relief Device
PSV-74	2" Rail Supply on Center Station	C-238-150-008	Pressure Relief Device
PSV-75	2" Rail Supply on Center Station	C-238-150-008	Pressure Relief Device
PSV-76	2" Rail Supply on East Station	C-238-150-008	Pressure Relief Device
PSV-77	2" Rail Supply on East Station	C-238-150-008	Pressure Relief Device
PSV-78	Truck Loading Station	C-238-150-008	Pressure Relief Device
PSV-79	4"Dep Line by Vaporizer	C-238-150-008	Pressure Relief Device
PSV-80	2" Rock Line by 1" meter	C-238-150-008	Pressure Relief Device
PSV-81	2" Rock Line by 1" meter	C-238-150-008	Pressure Relief Device
PSV-82	4" Liquid Letdown Line - East Rim	C-238-150-008	Pressure Relief Device
PSV-83	Wash Line Header North Dock	C-238-150-008	Pressure Relief Device
PSV-84	1"Bypass from DAP line	C-238-150-008	Pressure Relief Device
PSV-85	For temporary 6" pipe to Temp Compressor	C-238-150-008	Pressure Relief Device
AP-1	Ammonia Piping System	N/A	Piping System
CP-2	Chlorine Piping System	N/A	Piping System
AAA4310	Chlorinator	N/A	Piping System
AH-1	Ammonia Hoses	N/A	Hoses
CV-1	Ammonia Feeding Rock Mill MixTank	N/A	Feed System
AI-1	Instruments and Controls	N/A	I & E

14-51667-KMS Dkt 1003-1 Filed 09/04/15 Entered 09/04/15 18:44:09 Page 15 of 20

PHOSPHATES CORP EQUIPMENT CODES
AREA 290 MAINTENANCE OVERHEAD

EQUIPMENT NUMBER	DESCRIPTION
	ELECTRICAL
290-1909001	PM REPAIRS (ELECTRICAL)
	HOIST, CRANES
290-3309001	CRANE, MODEL 3M-4000 2 TON
	STRUCTURES AND BUILDINGS
290-5009010	BUILDINGS & STRUCTURES
	TOOLS AND EQUIPMENT
290-5809007	GROB, BAND SAW
290-5809010	DAKE HYDRAULIC PRESS
290-5809011	HORIZONTAL BORING MILL, KITCHENS & WADE
290-5809016	PLATE ROLL (METAL PLATE BREAK)
290-5809018	STATIONARY WELDING MACHINE
290-5809019	CLEMCO, PORTABLE 600# BLAST MACHINE
290-5809021	WILTON, 15 IN DRILL PRESS
290-5809022	SMALL TOOLS
290-5809305	#1 COPCO COMPRESSOR S/N ARPD62014AC
290-5809306	#2 I/R 375 AIR COMPRESSOR
290-5809307	#1 SULLAIR 375 COMPRESSOR
290-5809814	VERTICAL BORING MILLING MAC INE
290-5809815	64" BULLARD VERTICAL BORING M ACHINE
290-5809816	BRAKE PRESS

Area #290 Updated 06/16/11



MS PHOSPHATES CORP EQUIPMENT CODES
AREA 282 WAREHOUSING

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		STRUCTURES AND BUILDINGS
	282-5009005	WAREHOUSE BUILDING (MAIN)
	282-5009006	WAREHOUSE BUILDING (NORTH)
		VEHICLES
	282-7510041	#6 Golf Cart
		FORKLIFTS
	282-7709004	FORKLIFT, CATERPILLAR MODEL GP-25

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 280 LABORATORY

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		FANS AND DRIVES (EXHAUST FANS, ETC)
	280-2109018	LAB HOOD SYSTEM
		STRUCTURES AND BUILDINGS
	280-5009008	LABORATORY BUILDING
	280-7309005	OPERATING SUPPLIES

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 260 MATERIAL HANDLING

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		CONVEYORS AND DRIVES
	260-1010002	AIR COMPRESSOR, NORTH LEG UTILITY AIR COMP
	260-1410004	TIMSTAR ROCK UNLOADER, NORTH
	260-1410005	TIMSTAR ROCK UNLOADER, SOUTH
	260-1410006	TIMSTAR ROCK UNLOADER DIAGONAL TRAN. CV-1
	260-1410007	ROCK TRANSFER CONV. N/S ND/CV-2
	260-1410008	ROCK TRANSFER CONV E/W ND/CV-3
	260-1410013	PIVOT CONVEYOR, SOUTH
	260-1410014	PIVOT CONVEYOR, NORTH
	260-1410017	PHOS ROCK UNLOADING DIGGING CHAIN NO. 3
	260-1410018	PHOS ROCK UNLOADING DIGGING CHAIN NO. 4
	260-1410019	CHAIN BARS
	260-1410020	CONVEYOR, NORTH BULK STORAGE FEED CONV.
	260-1410021	CONVEYOR, NORTH BULK STORAGE TRANS. CONV
	260-1410022	PHOS ROCK UNLOADING DIGGING CHAIN NO. 5
	260-1410023	PHOS ROCK UNLOADING DIGGING CHAIN NO. 6
	260-1410024	PHOS ROCK UNLOADING DIGGING CHAIN NO. 7
	260-1410025	PHOS ROCK UNLOADING DIGGING CHAIN NO. 8
	260-1410026	PHOS ROCK UNLOADING DIGGING CHAIN NO. 9
	260-1410027	PHOS ROCK UNLOADING DIGGING CHAIN NO.10
	260-1410028	PHOS ROCK UNLOADING DIGGING CHAIN NO.11
	260-1410041	PRODUCT CONVEYOR FROM E & W ELEV #3 BULK
	260-1410056	48 IN TRANSFER CONVEYOR TO DOCK
	260-1410058	NEW INCLINED CONV. TO SHIPLOADER 48"
	260-1410059	SHIPLOADER SHUTTLE CONV. FOR DAP LOADING
	260-1410060	TELESCOPIC LOADING CHUTE
	260-1410061	ROTATING SPOON
	260-1410101	CV-4 CONV.
	260-1410102	PHOS ROCK STACKER CONVEYOR
	260-1410107	NO. 4 DAP STORAGE RECLAIM FEED CONVEYOR TO RECLAIM ELEV
	260-1410108	30" SHORT BARGE LOADING CONVEYOR
	260-1410112	FINES SCREW #3 BULK
		DYKES, DAMS, PONDS, ETC.
	260-1710008	ROCK BOX
		ELECTRICAL
	260-1910001	MCC/CIRCUIT BREAKER SUB 23
	260-1910002	480V CIRCUIT BREAKER SUB 22 MOTOR CONTROL

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 260 MATERIAL HANDLING

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		CENTER M
	260-1910003	ROCK UNLOADING MOTOR CONTROL CENTER
	260-1910004	SUB STATION CONTROL CENTER @ NORTH BULK STORAGE BUILDING
	260-1910049	POTASH UNLOADING MOTOR CONTROL CENTER
	260-1910050	MAIN CIRCUIT BREAKER MCC-1
	260-1910159	WAREHOUSE LIGHTING
	260-1910160	DOCK LIGHTING
	260-1910162	LIGHTING MATERIAL HANDLING
	260-1910239	DOCK AIR CONDITIONER
	260-1909487	SUB STATION #15
		ELEVATORS AND DRIVES
	260-2010002	ELEVATOR, NORTH BULK STORAGE RECLAIM ELEV
	260-2010005	RECLAIM ELEVATOR #3 EAST
	260-2010006	RECLAIM ELEVATOR #3 WEST
	260-2010010	NO. 4 DAP STORAGE RECLAIM ELEVATOR
		HEATERS
	260-3210001	PORTABLE DIESEL HEATERS
		HOIST, CRANES
	260-3310001	CAPSTAN HOIST @ FERTILIZER DOCK
	260-3310003	BOOM HOIST, MARINE LEG SOUTH
	260-3310004	STIFF LEG TURNING GEAR SOUTH
	260-3310005	STIFF LEG DERRICK, LOAD HOIST SOUTH
	260-3310006	BOAT LAUNCHING STIFF LEG @ DOCK
	260-3310007	GANGWAY HOIST @ SOUTH DOCK
	260-3310008	BARGE LOADING CAPSTAN @ SOUTH DOCK
	260-3310009	STIFF LEG DERRICK, NORTH
	260-3310010	TURNING GEAR, NORTH
	260-3310011	BOOM HOIST WINCH, NORTH
	260-3310012	WINCH, NORTH MAIN HOIST
	260-3310013	WHIP HOIST WINCH, NORTH
		INSTRUMENTS AND CONTROLS
	260-3410001	INSTRUMENTATION AND CONTROLS
	260-3410003	DAP AUTOMATIC SAMPLER

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 260 MATERIAL HANDLING

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		LABORATORY
8260	260-3510001	LAB SUPPLIES
		PIPE, VALVES, AND FITTINGS
8260	260-3810001	SULFURIC ACID LOADING HOSES
8260	260-3810002	SULFUR LOADING HOSES
8260	260-3810003	AMMONIA LOAD HOSES
8260	260-3810006	PROCESS DUCTWORK (CHUTES)
8260	260-3810010	PROCESS WATER PIPING
8260	260-3810022	GENERAL PIPING FOR MATERIAL HANDLING
8260	260-3810024	SULFUR LINE TO DOCK.
8260	260-3810025	10" AMMONIA LINE TO N. DOCK
8260	260-3810026	ACID LINE AT N. DOCK
8260	260-3810027	ACID LINE TO SOUTH DOCK
8260	260-3810028	N-SOL 32 LINE
8260	260-3810029	N-SOL 32 HOSE
		PUMPS AND DRIVES
[redacted]		
8260	260-4110010	HYDRO PUMP
8260	260-4110022	PORTABLE GAS PUMP, BARGE, 7"
[redacted]		
8260	260-4110111	SEWAGE LIFT PUMP @ MATL HAND AREA
8260	260-4110112	N-SOL SUMP PUMP
[redacted]		
8260	260-4110116	DOCK CONTAINMENT SUMP PUMP
		ROADS, CURBS, AND SIDEWALKS
8260	260-4210001	PLANT GROUNDS
8260	260-4210002	PLANT ROADS
		SCREEN CLASSIFIERS
8260	260-4410003	RECLAIM SCREEN WEST #3
8260	260-4410004	RECLAIM SCREEN EAST #3
8260	260-4410005	SCREENS, "A" RECLAIM SCREENS AT N BULK STO
8260	260-4410006	NO. 4 DAP RECLAIM ELEVATOR SCREEN

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 260 MATERIAL HANDLING

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8260	260-4410007	SCREENS, "B" RECLAIM SCREENS AT N BULK STO
		STRUCTURE'S
8260	260-5010003	#3 BULK STORAGE BUILDING
8260	260-5010004	BUILDINGS, NORTH BULK STO BLDG. #5
8260	260-5010006	DAP WAREHOUSE #4 STORAGE
8260	260-5010008	DOCK BUILDING OFFICE
8260	260-5010009	GANGWAY @ N. DOCK
8260	260-5010012	HURRICANE COSTS
8260	260-5010013	NORTH DOCK STRUCTURES
8260	260-5010014	SOUTH DOCK STRUCTURES
[redacted]		
8260	260-5010017	NORTH CRADLE
8260	260-5010018	SOUTH CRADLE
8260	260-5010019	CHAIN ROOM BUILDING
		TANKS
[redacted]		
8260	260-5110033	EAST LIQUID STORAGE N-SOL TANK
		TOOLS AND EQUIPMENT
8260	260-5810011	REPAIRS TO XYZ BARGE
8260	260-5810012	REPAIRS TO XYZ SHIPS
8260	260-5810013	REPAIRS TO XYZ RAILCARS
8260	260-5810018	LINE HANDLING BOAT AND TRAILER
8260	260-5810020	#1 50 HP MOTOR, NISSAN
8260	260-5810021	#2 50 HP MOTOR, NISSAN
[redacted]		
		SCALES & WEIGHTING EQUIPMENT
[redacted]		
8260	260-5910003	SCALE, BELT RIBDE WE 12 SCALES SYSTEM CV3 ROCK CONVEYOR
8260	260-5910004	BELT SCALES – CV-2 ROCK CONVEYOR RIEDE WE-12 SCALES SYSTEM

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last Update 6/11/2013 7:19:00 AM
NEW WASTE WATER TREATMENT PLANT

		AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES
8252	252-0110001	NO. 1 RAKE DRIVE
8252	252-0110002	NO. 2 RAKE DRIVE
8252	252-0110003	NO. 1 RESLURRY TANK AGITATOR
8252	252-0110004	NO. 2 RESLURRY TANK AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR DRIVE
8252	252-0110006	NO. 1 MIX TANK AGITATOR
8252	252-0110006	NO. 1 MIX TANK AGITATOR DRIVE
8252	252-0110007	NO. 2 MIX TANK AGITATOR
8252	252-0110007	NO. 2 MIX TANK AGITATOR DRIVE
8252	252-0110008	NO. 3 MIX TANK AGITATOR
8252	252-0110008	NO. 3 MIX TANK AGITATOR DRIVE
8252	252-0110009	NO. 1 BLEND TANK AGITATOR
8252	252-0110009	NO. 1 BLEND TANK AGITATOR DRIVE
8252	252-0110010	NO. 2 BLEND TANK AGITATOR
8252	252-0110010	NO. 2 BLEND TANK AGITATOR DRIVE
8252	252-0110011	NO. 2 RAKE LIFT DRIVE
8252	252-0110012	NO. 1 RAKE LIFT DRIVE
8252	252-0110013	NO. 1 STATIC MIXER
8252	252-0110014	NO. 2 STATIC MIXER
8252	252-0110016	NO. 1 POLYMER FEED SYSTEM
8252	252-0110017	NO. 2 POLYMER FEED SYSTEM
8252	252-0110018	NO. 3 POLYMER FEED SYSTEM
8252	252-0110019	Airators
		COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES
8252	252-1010001	LIME SILO BLOWER
8252	252-1010003	LIME SILO BLOWER DRIVE
8252	252-1010007	BELT FILTER AIR-COMPRESSOR
		FEEDERS AND DRIVES
8252	252-1410001	#1 LIME SCREW CONVEYOR
8252	252-1410001	#2 LIME SCREW CONVEYOR
		ELECTRICAL
8252	252-1910001	BIN VIBRATOR
8252	252-1910002	5KV MAIN SWITCH
8252	252-1910003	5KV/480 TRANSFORMER
8252	252-1910004	480V MAIN BREAKER FOR MCC
8252	252-1910005	A/C UNIT IN MCC
8252	252-1910006	AREA LIGHTS AND RECEPTICALS
8252	252-1910007	SUMP PUMP IN R/R LIME PIT
8252	252-1910008	MAIN BREAKER IN MAIN SUB
		ELEVATORS

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last Update 6/11/2013 7:19:00 AM

8252	252-2010001	LIME BUCKET ELEVATOR
		FEEDERS AND DRIVES
8252	252-2210001	LIME FEEDER
8252	252-2210001	LIME FEEDER DRIVE
8252	252-2210002	FILTER PRESS
8252	252-2210002	FILTER PRESS DRIVE
8252	252-2210003	GRIT DISCHARGE SCREW
8252	252-2210003	GRIT DISCHARGE SCREW DRIVE
		FILTERS (WET & DRY) & DRIVES, BAGHOUSES
8252	252-2410001	SILO BAG FILTER
		INSTRUMENTS AND CONTROLS
8252	252-3410001	INSTRUMENT AND CONTROLS
		PIPE, VALVE & FITTING
8252	252-3810001	AIR PIPING
8252	252-3810002	WATER PIPING
8252	252-3810003	PROCESS WATER
8252	252-3810004	Chlorine Piping (Put on Pink Work Orders for Tracking)
		PUMPS AND DRIVES
8252	252-4110002	LIME SLURRY PUMP A
8252	252-4110002	LIME SLURRY PUMP DRIVE A
8252	252-4110003	LIME SLURRY PUMP B
8252	252-4110003	LIME SLURRY PUMP DRIVE B
8252	252-4110004	LIME UNLOADING PUMP
8252	252-4110004	LIME UNLOADING PUMP DRIVE
8252	252-4110005	NO. 1 RECYCLE PUMP
8252	252-4110005	NO. 1 RECYCLE PUMP DRIVE
8252	252-4110006	NO. 2 RECYCLE PUMP
8252	252-4110006	NO. 2 RECYCLE PUMP DRIVE
8252	252-4110007	NO. 1 SLUDGE PUMP
8252	252-4110007	NO. 1 SLUDGE PUMP DRIVE
8252	252-4110008	NO. 2 EFFUENT PUMP
8252	252-4110008	NO. 2 EFFUENT PUMP DRIVE
8252	252-4110009	FILTER FEED PUMP
8252	252-4110009	FILTER FEED PUMP DRIVE
8252	252-4110010	FILTER WASH PUMP
8252	252-4110010	FILTER WASH PUMP DRIVE
8252	252-4110011	FILTRATE PUMP
8252	252-4110011	FILTRATE PUMP DRIVE
8252	252-4110012	SUMP PUMP
8252	252-4110012	SUMP PUMP DRIVE
8252	252-4110013	SEWAGE LIFT PUMP
8252	252-4110014	LIME UNLOADING PIT SUMP PUMP
8252	252-4110015	RESLURRY PUMP
8252	252-4110015	RESLURRY PUMP DRIVE

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last update 6/11/2013 7:16:00 AM

8252	252-4110016	AREA WASH DOWN PUMP
8252	252-4104130	P.A.COOLING WATER PUMP "A"
8252	252-4104131	P.A. COOLING WATER PUMP "B"
8252	252-4104132	RETENION POND PUMPS
8252	252-4104133	New Caustic Pump
8252	252-4104134	Flame Pump
8252	252 – 4104135	1st Emergency Pump
8252	252 – 4104136	2nd Emergency Pump
8252	252—4104137	High Pressure Washer
8252	252—4104138	Seal Water Booster Pump
8252	252—4104139	Emergency Potable Water Model SSV Goulds Pump

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last update 6/11/2013 7:19:00 AM

8252	252-4110016	AREA WASH DOWN PUMP
8252	252-4104130	P.A.COOLING WATER PUMP "A"
8252	252-4104131	P.A. COOLING WATER PUMP "B"
8252	252-4104132	RETENION POND PUMPS
8252	252-4104133	New Caustic Pump
8252	252-4104134	Flame Pump
8252	252 – 4104135	1st Emergency Pump
8252	252 – 4104136	2nd Emergency Pump
8252	252—4104137	High Pressure Washer
8252	252—4104138	Seal Water Booster Pump
8252	252—4104139	Emergency Potable Water Model SSV Goulds Pump
8252	252—4104140	#1 Outfall Pump (Vertical) Flowserve –Vertical Turbine Pump
8252	252—4104141	#2 Outfall Pump (Horizontal) Flowserve 6LR-12A-FPD-SP Rowton CW
8252	252—4104142	Storm Water Pump (Vertical) Flowserve 12ERM-1 Stage
8252	252—4104143	Outfall Metering Pumps (Dynaflow Model-G40AJ468A1)3-PUMPS

Screens

8252	252-4410001	GRIT SCREEN
8252	252-4410002	GRIT SCREEN DRIVE

STRUCTURE AND BUILDING

8252	252-3010001	GENERAL PLANT

TANKS

8252	252-5110001	NO. 1 CLARIFIER
8252	252-5110003	NO. 1 MIX TANK
8252	252-5110004	NO. 2 MIX TANK
8252	252-5110005	NO. 3 MIX TANK
8252	252-5110006	NO. 1 BLEND TANK
8252	252-5110007	NO. 2 BLEND TANK
8252	252-5110009	RESLURRY TANK
8252	252-5110010	NO. 2 EFFLUENT TANK
8252	252-5110011	LIME SILO
8252	252-5110013	LIME SLAKER
8252	252-5110013	LIME SLAKER DRIVE
8252	252-5110014	LIME SLURRY TANK
8252	252-5110015	FILTRATE SUMP
8252	252-5110016	NO. 2 CLARIFIER
8252	252-5110017	LIME UNLOADING HOPPER
8252	252-5110020	STORAGE TANK 4000 GAL POLYMER TANK
8252	252-5110021	ACID TANK

Page 1 of 6 Area 8252

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last update 6/11/2013 7:19:00 AM

NEW WASTE WATER TREATMENT PLANT

AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES

8252	252-0110001	NO. 1 RAKE DRIVE
8252	252-0110002	NO. 2 RAKE DRIVE
8252	252-0110003	NO. 1 RESLURRY TANK AGITATOR
8252	252-0110004	NO. 2 RESLURRY TANK AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR DRIVE
8252	252-0110006	NO. 1 MIX TANK AGITATOR
8252	252-0110006	NO. 1 MIX TANK AGITATOR DRIVE
8252	252-0110007	NO. 2 MIX TANK AGITATOR
8252	252-0110007	NO. 2 MIX TANK AGITATOR DRIVE
8252	252-0110008	NO. 3 MIX TANK AGITATOR
8252	252-0110008	NO. 3 MIX TANK AGITATOR DRIVE
8252	252-0110009	NO. 1 BLEND TANK AGITATOR
8252	252-0110009	NO. 1 BLEND TANK AGITATOR DRIVE
8252	252-0110010	NO. 2 BLEND TANK AGITATOR
8252	252-0110010	NO. 2 BLEND TANK AGITATOR DRIVE
8252	252-0110011	NO. 2 RAKE LIFT DRIVE
8252	252-0110012	NO. 1 RAKE LIFT DRIVE
8252	252-0110013	NO. 1 STATIC MIXER
8252	252-0110014	NO. 2 STATIC MIXER
8252	252-0110016	NO. 1 POLYMER FEED SYSTEM
8252	252-0110017	NO. 2 POLYMER FEED SYSTEM
8252	252-0110018	NO. 3 POLYMER FEED SYSTEM
8252	252-0110019	Aireator

COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES

8252	252-1010001	LIME SILO BLOWER
8252	252-1010001	LIME SILO BLOWER DRIVE
8252	252-1010007	BELT FILTER AIR-COMPRESSOR

FEEDERS AND DRIVES

8252	252-1410001	#1 LIME SCREW CONVEYOR
8252	252-1410001	#2 LIME SCREW CONVEYOR

ELECTRICAL

8252	252-1910001	86V VIBRATOR
8252	252-1910002	5KV MAIN SWITCH
8252	252-1910003	5KV/480 TRANSFORMER
8252	252-1910004	480V MAIN BREAKER FOR MCC
8252	252-1910005	A/C UNIT IN MCC
8252	252-1910006	AREA LIGHTS AND RECEPTICALS
8252	252-1910007	SUMP PUMP IN R/R LIME PIT
8252	252-1910008	MAIN BREAKER IN MAIN SUB

ELEVATORS

Page 1 of 6 Area 8252

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last update 6/11/2013 7:19:00 AM

8252	252-2010001	LIME BUCKET ELEVATOR

FEEDERS AND DRIVES

8252	252-2210001	LIME FEEDER
8252	252-2210001	LIME FEEDER DRIVE
8252	252-2210002	FILTER PRESS
8252	252-2210002	FILTER PRESS DRIVE
8252	252-2210003	GRIT DISCHARGE SCREW
8252	252-2210003	GRIT DISCHARGE SCREW DRIVE

FILTERS (WET & DRY) & DRIVES, BAGHOUSES

8252	252-2410001	SILO BAG FILTER

INSTRUMENTS AND CONTROLS

8252	252-2410001	INSTRUMENT AND CONTROLS

PIPE, VALVE & FITTING

8252	252-3810001	AIR PIPING
8252	252-3810002	WATER PIPING
8252	252-3810003	PROCESS WATER
8252	252-3810004	Chlorine Piping (Put on Pick Work Orders for Tracking)

PUMPS AND DRIVES

8252	252-4110002	LIME SLURRY PUMP A
8252	252-4110002	LIME SLURRY PUMP DRIVE A
8252	252-4110003	LIME SLURRY PUMP B
8252	252-4110003	LIME SLURRY PUMP DRIVE B
8252	252-4110004	LIME UNLOADING PUMP
8252	252-4110004	LIME UNLOADING PUMP DRIVE
8252	252-4110005	NO. 1 RECYCLE PUMP
8252	252-4110006	NO. 1 RECYCLE PUMP DRIVE
8252	252-4110006	NO. 2 RECYCLE PUMP
8252	252-4110005	NO. 2 RECYCLE PUMP DRIVE
8252	252-4110007	NO. 1 SLUDGE PUMP
8252	252-4110007	NO. 1 SLUDGE PUMP DRIVE
8252	252-4110008	NO. 2 EFFLUENT PUMP
8252	252-4110008	NO. 2 EFFLUENT PUMP DRIVE
8252	252-4110009	FILTER FEED PUMP
8252	252-4110009	FILTER FEED PUMP DRIVE
8252	252-4110010	FILTER WASH PUMP
8252	252-4110010	FILTER WASH PUMP DRIVE
8252	252-4110011	FILTRATE PUMP
8252	252-4110011	FILTRATE PUMP DRIVE
8252	252-4110012	SUMP PUMP
8252	252-4110012	SUMP PUMP DRIVE
8252	252-4110013	SEWAGE LIFT PUMP
8252	252-4110014	LIME UNLOADING PIT SUMP PUMP
8252	252-4110015	RESLURRY PUMP
8252	252-4110015	RESLURRY PUMP DRIVE

Page 2 of 6 Area 8252

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT
Last update 6/1/2013 7:16:00 AM

8252	252-4110016	AREA WASH DOWN PUMP
8252	252-4104130	P.A.COOLING WATER PUMP "A"
8252	252-4104131	P.A. COOLING WATER PUMP "B"
8252	252-4104132	RETENION POND PUMPS
8252	252-4104133	New Caustic Pump
8252	252-4104134	Flume Pump
8252	252 – 4104135	1st Emergency Pump
8252	252 – 4104136	2nd Emergency Pump
8252	252—4104137	High Pressure Washer
8252	252—4104138	Seal Water Booster Pump
8252	252—4104139	Emergency Potable Water Model SSV Goulds Pump

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

8252	252-4110016	AREA WASH DOWN PUMP
8252	252-4104130	P.A.COOLING WATER PUMP "A"
8252	252-4104131	P.A. COOLING WATER PUMP "B"
8252	252-4104132	RETENION POND PUMPS
8252	252-4104133	New Caustic Pump
8252	252-4104134	Flume Pump
8252	252 – 4104135	1st Emergency Pump
8252	252 – 4104136	2nd Emergency Pump
8252	252—4104137	High Pressure Washer
8252	252—4104138	Seal Water Booster Pump
8252	252—4104139	Emergency Potable Water Model SSV Goulds Pump
8252	252—4104140	#1 Outfall Pump (Vertical) Flowserve –Vertical Turbine Pump
8252	252—4104141	#2 Outfall Pump (Horizontal) Flowserve 8LR-13A-FPO-SF Rotation CW
8252	252—4104142	Storm Water Pump (Vertical) Flowserve 12EHM-1 Stage
8252	252—4104143	Outfall Metering Pumps (Dynaflow Model-G40A2465A1) 3-PUMPS

Screens

8252	252-4410001	GRIT SCREEN
8252	252-4410001	GRIT SCREEN DRIVE

STRUCTURE AND BUILDING

8252	252-5010001	GENERAL PLANT

TANKS

8252	252-5110001	NO. 1 CLARIFIER
8252	252-5110003	NO. 1 MIX TANK
8252	252-5110004	NO. 2 MIX TANK
8252	252-5110005	NO. 3 MIX TANK
8252	252-5110006	NO. 1 BLEND TANK
8252	252-5110007	NO. 2 BLEND TANK
8252	252-5110009	RESLURRY TANK
8252	252-5110010	NO. 2 EFFLUENT TANK
8252	252-5110011	LIME SILO
8252	252-5110013	LIME SLAKER
8252	252-5110013	LIME SLAKER DRIVE
8252	252-5110014	LIME SLURRY TANK
8252	252-5110015	FILTRATE SUMP
8252	252-5110016	NO. 2 CLARIFIER
8252	252-5110017	LIME UNLOADING HOPPER
8252	252-5110020	STORAGE TANK 4000 GAL POLYMER TANK
8252	252-5110021	ACID TANK

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES
8220	220-0104001	SOUTH 42% STORAGE TANK AGITATOR
8220	220-0104002	NORTH 42% STORAGE TANK AGITATOR
8220	220-0104003	TANK PAD SUMP AGITATOR
8220	220-0104004	PRIMARY DIGESTER AGITATOR NO. 1
8220	220-0104005	PRIMARY DIGESTER AGITATOR NO. 2
8220	220-0104006	PRIMARY DIGESTER AGITATOR NO. 3
8220	220-0104007	PRIMARY DIGESTER AGITATOR NO. 4
8220	220-0104008	SECONDARY DIGESTER AGITATOR NO. 1
8220	220-0104009	SECONDARY DIGESTER AGITATOR NO. 2
8220	220-0104010	SECONDARY DIGESTER AGITATOR NO. 3
8220	220-0104011	SECONDARY DIGESTER AGITATOR NO. 4
8220	220-0104016	SOUTH GYPSUM TANK AGITATOR
8220	220-0104020	CLARIFIER RAKE MECHANISM
8220	220-0104023	30% STORAGE TANK AGITATOR
8220	220-0104050	#3 DIGESTER, AGITATOR #1
8220	220-0104051	NO. 3 DIGESTER AGITATOR #2
8220	220-0104052	#3 DIGESTER, AGITATOR #3
8220	220-0104053	NO. 3 DIGESTER AGITATOR #4
8220	220-0104054	NO. 4 DIGESTER AGITATOR NO. 1
8220	220-0104055	NO. 4 DIGESTER AGITATOR NO. 2
8220	220-0104056	NO. 4 DIGESTER AGITATOR NO. 3
8220	220-0104057	NO. 4 DIGESTER ABITATOR NO. 4
8220	220-0104060	NORTH GYPSUM TANK AGITATOR
8220	220-0104062	NORTH GYPSUM SAMPLE TANK AGITATOR
8220	220-0104064	SOUTH GYPSUM SAMPLE TANK AGITATOR
8220	220-0104065	DEFOAMER TANK AGITATOR
		COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES
8220	220-1004003	AIR COMPRESSOR, Quincy 5 HP
8220	220-1004004	75 H.P Ingersoll-Rand
8220	220-1004005	SOUTH SCRUBBER BLOWER
8220	220-1004006	SOUTH FILTER CELL DRY BLOWER
8220	220-1004007	SOUTH FILTER CAKE DISCHARGE BLOWER
8220	220-1004050	NORTH SCRUBBER BLOWER
8220	220-1004051	NORTH FILTER CAKE DISCHARGE BLOWER
8220	220-1004052	NORTH FILTER CELL DRY BLOWER

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		ELECTRICAL
8220	220-1904001	PHOS ACID CONTROL CENTER MCC-A
8220	220-1904002	PHOS ACID CONTROL CENTER MCC-B
8220	220-1904003	PHOS ACID CONTROL CENTER MCC-C
8220	220-1904004	PHOS ACID CONTROL CENTER MCC-D
8220	220-1904005	PHOS ACID CONTROL CENTER MCC-E
8220	220-1904006	PHOS ACID CONTROL CENTER MCC-F
8220	220-1904007	PHOS ACID CONTROL CENTER MCC-G
8220	220-1904008	PHOS ACID CONTROL CENTER MCC-H
8220	220-1904009	PHOS ACID CONTROL CENTER MCC-I
8220	220-1904010	PHOS ACID CONTROL CENTER MCC-J
8220	220-1904025	SOUTH 15KV/480 V TRANSFORMER
8220	220-1904027	NORTH 15KV/480 V TRANSFORMER
8220	220-1904030	PHOS ACID CONTROL ROOM
8220	220-1904241	NO. 4 EVAPORATOR CONTROL CENTER
8220	220-1904260	PHOS LIGHTING
		FILTERS (WET & DRY) AND DRIVES, BAG HOUSES
8220	220-2404001	SOUTH FILTER
8220	220-2404050	NORTH FILTER
		HEAT EXCHANGERS, EVAPORATORS, AND COOLERS
8220	220-3104001	NO. 1 VACUUM COOLER
8220	220-3104002	NO. 2 VACUUM COOLER
8220	220-3104005	NO. 1 VACUUM COOLER CONDENSER
8220	220-3104006	NO. 2 VACUUM COOLER CONDENSER
8220	220-3104007	NO. 1 EVAPORATOR CONDENSER
8220	220-3104009	NO. 2 EVAPORATOR CONDENSER
8220	220-3104012	NO. 3 EVAPORATOR CONDENSER
8220	220-3104014	NO. 4 EVAPORATOR CONDENSER
8220	220-3104017	NO. 1 EVAPORATOR HEAT EXCHANGER
8220	220-3104018	NO. 1 EVAPORATOR VAPOR HEAD
8220	220-3104020	NO. 2 EVAPORATOR HEAT EXCHANGER
8220	220-3104021	NO. 2 EVAPORATOR VAPOR HEAD
8220	220-3104023	NO. 3 EVAPORATOR HEAT EXCHANGER
8220	220-3104024	NO. 3 EVAPORATOR VAPOR HEAD
8220	220-3104027	NO. 4 EVAPORATOR VAPOR HEAD
8220	220-3104028	NO. 4 EVAPORATOR HEAT EXCHANGER

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8220	220-3104050	NO. 3 VACUUM COOLER
8220	220-3104051	NO. 4 VACUUM COOLER
8220	220-3104054	NO. 3 VACUUM COOLER CONDENSER
8220	220-3104055	NO. 4 VACUUM COOLER CONDENSER
		HEATING, VENTILATION AND AIR CONDITIONING
8220	220-3204001	PHOS ACID AIR CONDITIONER
8220	220-3204002	EVAPORATOR AIR CONDITIONER
8220	220-3204003	NORTH BREAKER ROOM A/C UNIT
8220	220-3204004	SOUTH BREAKER ROOM A/C UNIT
		HOIST, CRANES
8220	220-3304001	SOUTH FILTER HOIST
8220	220-3304002	NORTH FILTER HOIST
8220	220-3304003	DIGESTER DECK HOIST
8220	220-3304004	H2SO4 SPARGER HOIST
8220	220-3304005	DIGESTER AIR TUGGER WINCH
8220	220-3304006	#3 Vacuum Cooler Hoist
		INSTRUMENTS AND CONTROLS
8220	220-3404001	PHOS ACID INSTRUMENTATION – GENERAL
8220	220-3404002	SOUTH FILTER INSTRUMENTATION
8220	220-3404003	NO. 1 EVAPORATOR INSTRUMENTATION
8220	220-3404004	NO. 2 EVAPORATOR INSTRUMENTATION
8220	220-3404005	NO. 3 EVAPORATOR INSTRUMENTATION
8220	220-3404006	NO. 4 EVAPORATOR INSTRUMENTATION
8220	220-3404007	NORTH FILTER INSTRUMENTATION
8220	220-3404008	ACID STORAGE INSTRUMENTATION
8220	220-3404009	DIGESTER INSTRUMENTATION
		PIPE, VALVES, AND FITTINGS
8220	220-3804001	STEAM PIPING
8220	220-3804005	AIR PIPING
8220	220-3804010	WATER PIPING
8220	220-3804014	ROCK SLURRY PIPING
8220	220-3804020	SULFURIC ACID PIPING
8220	220-3804021	RETURN WASH LINE

Page 3 of 8 Area 8220

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8220	220-3804022	SULFURIC ACID SPARGER
8220	220-3804023	ROCK SLURRY SPARGER
		PUMPS AND DRIVES
8220	220-4104001	VACUUM COOLER VACUUM PUMP (5)
8220	220-4104002	DIGESTER LINE WASH PUMP
8220	220-4104003	WASH DOWN PUMP
8220	220-4104011	AGING SLURRY TRANSFER PUMP
8220	220-4104012	#1 VACUUM COOLER FEED PUMP
8220	220-4104013	TANK PAD SUMP PUMP
8220	220-4104015	SOUTH FIRST STAGE SCRUBBER PUMP
8220	220-4104016	SOUTH SECOND STAGE SCRUBBER PUMP
8220	220-4104017	VACUUM COOLER BAROMETRIC TANK PUMP
8220	220-4104018	SOUTH FILTER PRODUCT PUMP
8220	220-4104019	SOUTH FILTER RECYCLE PUMP
8220	220-4104020	SOUTH FILTER WEAK ACID PUMP
8220	220-4104022	SOUTHEAST SUMP PUMP
8220	220-4104024	WEST RIVER WATER BOOSTER PUMP
8220	220-4104026	PRIMARY EVAPORATOR VACUUM PUMP (1)
8220	220-4104027	SOUTH FILTER VACUUM PUMP(2)
8220	220-4104029	WEST DEFOAMER FEED PUMP
8220	220-4104030	EAST DEFOAMER FEED PUMP
8220	220-4104031	SOUTH FILTER PAN SPRAY PUMP
8220	220-4104032	SOUTH FILTER GYPSUM PUMP
8220	220-4104035	NO. 2 VACUUM COOLER FEED PUMP
8220	220-4104037	NORTH 30% TRANSFER PUMP
8220	220-4104038	SOUTH 30% TRANSFER PUMP
8220	220-4104040	PHOS ACID SEWAGE LIFT PUMP
8220	220-4104041	NORTHWEST SUMP PUMP
8220	220-4104042	SOUTHWEST SUMP PUMP
8220	220-4104046	EAST RIVER WATER BOOSTER PUMP
8220	220-4104050	CLARIFIER SOLIDS UNDERFLOW PUMP
8220	220-4104051	NO. 1 EVAPORATOR CONDENSATE PUMP
8220	220-4104052	NO. 1 EVAPORATOR CIRCULATING PUMP
8220	220-4104053	NO. 2 EVAPORATOR CIRCULATING PUMP
8220	220-4104054	NO. 2 EVAPORATOR CONDENSATE PUMP
8220	220-4104055	NO. 2 EVAPORATOR PRODUCT PUMP
8220	220-4104056	NO. 1 EVAPORATOR FEED PUMP
8220	220-4104059	NORTH 42% TRANSFER PUMP
8220	220-4104060	SOUTH 42% TRANSFER PUMP

Page 4 of 8 Area 8220

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8220	220-4104061	NO. 3 EVAPORATOR CIRCULATING PUMP
8220	220-4104062	NO. 3 EVAPORATOR PRODUCT PUMP
8220	220-4104063	NO. 3 EVAPORATOR CONDENSATE PUMP
8220	220-4104064	NO. 3 EVAPORATOR FEED PUMP
8220	220-4104065	NO. 2 EVAPORATOR FEED PUMP
8220	220-4104066	NO. 4 EVAPORATOR CIRCULATING PUMP
8220	220-4104067	NO. 4 EVAPORATOR PRODUCT PUMP
8220	220-4104068	NO. 4 EVAPORATOR CONDENSATE PUMP
8220	220-4104069	NO. 4 EVAPORATOR SUMP PUMP
8220	220-4104070	NO. 4 EVAPORATOR FEED PUMP
8220	220-4104072	NORTH FILTER FEED PUMP (6)
8220	220-4104073	NORTH FILTER VACUUM PUMP
8220	220-4104074	NORTH FILTER PAN SPRAY PUMP
8220	220-4104075	SOUTH FILTER FEED PUMP
8220	220-4104076	NO. 1 VACUUM COOLER VACUUM PUMP
8220	220-4104078	NORTH FILTER GYPSUM PUMP
8220	220-4104080	NORTH FILTER PRODUCT ACID PUMP
8220	220-4104081	NORTH FILTER RECYCLE ACID PUMP
8220	220-4104082	NORTH FILTER WEAK ACID PUMP
8220	220-4104083	NO. 3 VACUUM COOLER FEED PUMP
8220	220-4104084	NO. 4 VACUUM COOLER FEED PUMP
8220	220-4104085	NORTH FIRST STAGE SCRUBBER PUMP
8220	220-4104086	NORTH SECOND STAGE SCRUBBER PUMP
8220	220-4104087	NORTH HOTWELL PUMP
8220	220-4104088	CENTER HOTWELL PUMP
8220	220-4104089	SOUTH HOTWELL PUMP
8220	220-4104099	NO. 1 EVAPORATOR PRODUCT PUMP
8220	220-4104100	NO. 4 EVAPORATOR VACUUM PUMP
8220	220-4104104	SOUTH 43 DITCH PUMP
8220	220-4104105	NORTH 43 DITCH PUMP
8220	220-4104106	AUXILLIARY CAKE WASH SUPPLY PUMP
8220	220-4104110	NO. 1 EVAPORATOR PAD SUMP PUMP
8220	220-4104111	NO. 2 EVAPORATOR PAD SUMP PUMP
8220	220-4104112	NO. 3 EVAPORATOR PAD SUMP PUMP
8220	220-4104114	NORTHEST SUMP PUMP
8220	220-4104115	MARBLE PUMP
8220	220-4104116	CAKE WASH SUPPLY PUMP
8220	220-4104117	NO. 4 EVAPORATOR PAD SUMP PUMP
8220	220-4104118	NORTH STORMWATER SUMP EAST PUMP
8220	220-4104119	NORTH STORMWATER SUMP WEST PUMP
8220	220-4104120	DEFOAMER PAD SUMP PUMP

Page 5 of 8 Area 8220

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8220	220-4104121	PUMP, NORTH DITCH HOLDING PUMP
8220	220-4104125	NO. 4 VACUUM COOLER VAC. PUMP
8220	220-4104126	GYPSUM SLUICE WATER PUMP
8220	220-4104127	NORTH CORRIDOR PUMP
8220	220-4104128	SOUTH CORRIDOR PUMP
8220	220-4104129	WALKWAY SUMP PUMP
8220	220-4104132	WASTE WATER SUPPLY PUMP
8220	220-4104133	SULFURIC PUMP OUT PUMP
8220	220-4104134	LEVEE PUMP No.2-STORM WATER PUMP
8220	220-4104135	#3 Digestor Circulating Pump
8220	220-4104136	RIVER WATER BOOSTER PUMP
		STRUCTURES AND BUILDINGS
8220	220-5004001	PHOS ACID STRUCTURES
		TANKS
8220	220-5104002	SOUTH 42% ACID STORAGE TANK
8220	220-5104003	NORTH 42% ACID STORAGE TANK
8220	220-5104010	WASH DOWN TANK
8220	220-5104011	SOUTH GYPSUM TANK
8220	220-5104012	VACUUM COOLER BAROMETRIC SEAL TANK
8220	220-5104013	NO. 4 VACUUM COOLER BAROMETRIC SEAL TANK
8220	220-5104016	DEFOAMER STORAGE TANK EAST
8220	220-5104017	CLARIFIER
8220	220-5104019	SOUTH GYPSUM SAMPLE TANK
8220	220-5104020	NORTH GYPSUM SAMPLE TANK
8220	220-5104023	EVAPORATOR BAROMETRIC SEAL TANK
8220	220-5104040	NO. 1 EVAPORATOR CONDENSATE POT
8220	220-5104041	NO. 2 EVAPORATOR CONDENSATE POT
8220	220-5104042	30% ACID STORAGE TANK
8220	220-5104043	NO. 3 EVAPORATOR CONDENSATE POT
8220	220-5104044	NO. 3 EVAPORATOR PRODUCT TANK
8220	220-5104046	NO. 4 EVAPORATOR CONDENSATE POT
8220	220-5104047	NO. 2 EVAPORATOR PRODUCT TANK
8220	220-5104050	NORTH GYPSUM TANK
8220	220-5104059	NO. 1 EVAPORATOR PRODUCT TANK
8220	220-5104060	NO. 4 EVAPORATOR PRODUCT TANK
8220	220-5104061	FRESH WATER TANK
8220	220-5104062	NORTH FILTER WEAK ACID POT

Page 6 of 8 Area 8220

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
8220	220-5104063	SOUTH FILTER WEAK ACID POT
8220	220-5104064	DEFOAMER STORAGE TANK WEST
		VESSELS AND ALL VESSEL INTERNALS
8220	220-5404004	SOUTH FILTER SLURRY DISTRIBUTOR
8220	220-5404005	NORTH FILTER SLURRY DISTRIBUTOR
8220	220-5404006	SOUTH FIRST STAGE SCRUBBER
8220	220-5404007	SOUTH SECOND STAGE SCRUBBER
8220	220-5404008	SOUTH FILTER SCRUBBER
8220	220-5404009	NORTH FILTER SCRUBBER
8220	220-5404010	NO. 1 DIGESTER
8220	220-5404011	NO. 2 DIGESTER
8220	220-5404012	NO. 1 VAC. COOLER ENTRAIN. SEPARATOR
8220	220-5404013	NO. 2 VAC. COOLER ENTRAIN. SEPARATOR
8220	220-5404019	SOUTH FILTER CELL DRY RECIEVER
8220	220-5404023	STORAGE TANK SPLITTER BOX
8220	220-5404026	NO. 1 EVAPORATOR ENTRAIN. SEPARATOR
8220	220-5404027	NO. 2 EVAPORATOR ENTRAIN. SEPARATOR
8220	220-5404028	NO. 3 EVAPORATOR ENTRAIN. SEPARATOR
8220	220-5404030	NO. 4 EVAPORATOR ENTRAIN. SEPARATOR
8220	220-5404050	NO. 3 DIGESTER
8220	220-5404051	NO. 4 DIGESTER
8220	220-5404052	NO. 3 VAC. COOLER ENTRAIN. SEPARATOR
8220	220-5404053	NO. 4 VACUUM COOLER ENTRAINMENT SEPARATOR
8220	220-5404054	NORTH FIRST STAGE SCRUBBER
8220	220-5404055	NORTH SECOND STAGE SCRUBBER
8220	220-5404056	NORTH FILTER CELL DRY RECEIVER
		TOOLS AND EQUIPMENT
8220	220-5804001	DRISCO WELDING MACHINE 10" – 18"
8220	220-5804002	#7 DRISCO WELDING MACHINE 2" – 8"
8220	220-5804007	WATER BLASTER
8220	220-5804008	#5 DRISCO WELDER 4"-12"
		MISCELLANEOUS
8220	220-7304001	OPERATING SUPPLIES

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 220 PHOS ACID PLANT
Last updated 6/10/2013 2:28:00 PM

COST CODE	EQUIPMENT NUMBER	DESCRIPTION
		LUBRICANTS
8220	220-7404001	GENERAL PLANT LUBE
		VEHICLES
	220-7510049	Work Order -8135200
	290-7510044	Work Order -8115354

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES
8211	211-1003001	MAIN AIR BLOWER
8211	211-1003003	PRIMARY AIR BLOWER, NORTH
8211	211-1003004	PRIMARY AIR BLOWER, SOUTH
8211	211-1003005	Gas Reclaim Pump
8211	211-1003006	Centifugal Fume Fan
		DUCTS AND STACTS
8211	211-1603001	GENERAL DUCT WORK
		ELECTRICAL
8211	211-1903002	#3 ACID PLANT 4160V
8211	211-1903003	MAIN CIRCUIT BREAKER MCC-1
8211	211-1903004	480V MCC (SUB #36)
8211	211-1903005	480V CIRCUIT BREAKER - SUB 22 MTR. CTL. CTR. – M
8211	211-1903049	FH CTR. PUMP MTR. FOR COOLING TOWER
8211	211-1903056	#3 ACID PLANT 480V MOTOR CONTROL CENTER
8211	211-1903057	#3 ACID PLANT 416V
8211	211-1903094	MAIN CIRCUIT BREAKER 480V METALCLAD CIRCUIT SWITCHGEAR SUB 37
8211	211-1903096	LIGHTING SULFURIC #3
8211	211-1903097	ROUTINE AND PM #3 SULFURIC
		FANS AND DRIVES (EXHAUST FANS, ETC)
8211	211-2103001	COOLING TOWER FAN. (EAST)
8211	211-2103002	COOLING TOWER FAN. (WEST)
		FILTERS (WET & DRY) AND DRIVES, BAG HOUSES
8211	211-2403001	AIR FILTER, MAIN AIR BLOWER, SUCTION
		FURNACES, FIRED HEATERS, FIRED DRYERS, DRIVES

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8211	211-2603001	SULFUR FURNACE
8211	211-2603002	SULFUR BURNER, (NORTH)
8211	211-2603003	SULFUR BURNER, (SOUTH)
8211	211-2603004	NATURAL GAS GUN (CH4)
		HEAT EXCHANGERS, EVAPORATORS, AND COOLERS
8211	211-3103001	COOLING TOWER
8211	211-3103006	INTERMEDIATE ABSORP. TOWER ACID COOLER S
8211	211-3103007	STEAM SUPERHEATER
8211	211-3103008	PRIMARY HEAT EXCHANGER (HOT) "A"
8211	211-3103009	PRIMARY HEAT EXCHANGER (COLD) "B"
8211	211-3103010	DRYING ACID TOWER COOLER
8211	211-3103011	INTERMEDIATE ABS. TOWER ACID COOLER, NORTH
8211	211-3103012	FINAL ABSORPTION TOWER ACID COOLER
8211	211-3103013	PRODUCT ACID COOLER 98%
8211	211-3103014	START-UP HEATER
8211	211-3103015	DESUPERHEATER STEAM, 250#
8211	211-3103016	DESUPERHEATER STEAM, 50#
8211	211-3103018	SAMPLE COOLERS ACID SAMPLES
8211	211-3103019	MAIN STEAM CONDENSER
		INSTRUMENTS AND CONTROLS
8211	211-3403001	INSTRUMENTS AND CONTROLS
8211	211-3403002	SO2 STACK ANALIZER
8211	211-3403005	INSPECT & REPAIR ALL INST. RELATED TO H2SO4
8211	211-3403007	COOLING TOWER CHLORINATOR
		PIPE, VALVES, AND FITTINGS
8211	211-3803001	STEAM PIPING
8211	211-3803005	AIR PIPING
8211	211-3803006	PROCESS DUCTWORK
8211	211-3803010	PROCESS WATER PIPING
8211	211-3803014	SULFUR PIPING
8211	211-3803020	SULFURIC ACID PIPING
8211	211-3803021	CAUSTIC PIPING

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		TURBINES
8211	211-4003001	DRYING TOWER PUMP TURBINE
8211	211-4003002	INTERSTAGE TOWER PUMP TURBINE, EAST
8211	211-4003003	INTERSTAGE TOWER PUMP TURBINE, WEST
[redacted]		
8211	211-4003007	MAIN AIR BLOWER TURBINE
8211	211-4003009	WEST TURBINE, COOLING TOWER PUMP
		PUMPS AND DRIVES
8211	211-4103002	SULFUR FEED PUMP, C
8211	211-4103003	SULFUR FEED PUMP, WEST
8211	211-4103004	DRYING TOWER CIRCULATING PUMP
8211	211-4103005	INTERMEDIATE ABS. TOWER CIRC. PUMP EAST
8211	211-4103006	INTERMEDIATE ABS. TOWER CIRC. PUMP WEST
8211	211-4103007	FINAL ABSORPTION TOWER CIRC. PUMP
8211	211-4103008	BOILER FEEDWATER PUMP, N (TURBINE DRIVEN)
8211	211-4103009	BOILER FEEDWATER PUMP, S (ELECT. DRIVEN)
8211	211-4103010	COOLING TOWER PUMP, EAST
8211	211-4103011	COOLING TOWER PUMP, CENTER
8211	211-4103012	COOLING TOWER PUMP, WEST
8211	211-4103014	STEAM CONDENSATE PUMP, EAST (MAIN COND.)
8211	211-4103015	STEAM CONDENSATE PUMP, WEST (MAIN COND.)
8211	211-4103016	MAIN TURBINE LUBE OIL PUMP
8211	211-4103017	DEAERATOR FEEDWATER PUMP, WEST
8211	211-4103028	ACID TRANSFER & LOADING PUMP, CAR & TRUCK LOADING, SOUTH
8211	211-4103029	ACID TRANSFER & LOADING PUMP, CAR & TRUCK LOADING, NORTH
8211	211-4103034	AUXILARY SULFURIC ACID PUMP (PUMPOUT PUMP)
8211	211-4103035	ACID TRANSFER PUMP EAST AT-110
8211	211-4103036	ACID TRANSFER PUMP WEST AT-111
8211	211-4103037	PRODUCT ACID LOADING PUMP, SOUTH (BARGES)
8211	211-4103038	PRODUCT ACID LOADING PUMP, NORTH

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		(BARGES) @ AT-100
8211	211-4103040	RIVER WATER BOOSTER-PUMP (DOCK ROAD)
8211	211-4103041	RIVER WATER BOOSTER PUMP (IN PLANT)
8211	211-4103042	SULFURIC ACID STORAGE & TRANSFER PUMP P.A. WEST #4
8211	211-4103043	ACID DILUTION PUMP, SOUTH
8211	211-4103044	ACID DILUTION PUMP, NORTH
8211	211-4103045	EAST WEAK ACID PUMP
8211	211-4103046	WEST WEAK ACID PUMP
8211	211-4103047	CHEMICAL PUMPS
8211	211-4103048	North Discharge Pump for Tank #112
8211	211 -4103049	South Discharge Pump for Tank #112
8211	211-4103050	#3 SAP ACID SUMP PUMP
		ROADS CURBS AND SIDEWALKS
8211	211-4203001	PLANT GENERAL
		STRUCTURES AND BUILDINGS
8211	211-5003001	P.M. PLANT
8211	211-5003002	HANDRAILS, LADDERS, PLATFORMS, #3 H2SO4
8211	211-5003003	BUILDING AND STRUCTURES
8211	211-5003012	HURRICANE COSTS
8211	211-5003013	INSTALL & REMOVE BLINDS
		TANKS
8211	211-5103002	DRYING TOWER PUMP TANK
8211	211-5103003	INTERSTAGE ABSORBER PUMP TANK
8211	211-5103004	FINAL ABSORBER PUMP TANK
8211	211-5103005	BOILER FEEDWATER TANK
[redacted]		SOUTH
[redacted]		NORTH
8211	211-5103016	93% STORAGE TANK #110

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8211	211-5103017	98% STORAGE TANK #111
8211	211-5103020	SULFUR STORAGE TANK (58'X32' PH) #503
8211	211-5103022	4000 TON SULFUR TANK #502
[redacted]		
8211	211-5103024	#3 SAP ACID SUMP
8211	211-5103025	98% STORAGE Tank #112 (new)
		VESSELS AND ALL VESSEL INTERNALS
8211	211-5403003	ENTRAINMENT SEPERATOR
8211	211-5403004	MIST ELIMINATOR
8211	211-5403007	CONVERTER
8211	211-5403008	STEAM DRUM
8211	211-5403009	BOILER BLOWDOWN DRUM
8211	211-5403010	CATION #3
8211	211-5403011	ANION #3
8211	211-5403012	BOILER FEEDWATER SURGE DRUM
8211	21105403013	DRYER TOWER
8211	211-5403014	INTERSTAGE ABSORBING TOWER
8211	211-5403015	FINAL ABSORBING TOWER
		WASTE HEAT BOILERS AND ECONOMIZERS
8211	211-5503001	ECONOMIZER
8211	211-5503002	NO. 1 WASTE HEAT BOILER
8211	211-5503003	NO. 2 WASTE HEAT BOILER
		TOOLS AND EQUIPMENT
8211	211-5803001	SMALL TOOLS
		SAFETY SUPPLIES
8211	211-7203001	SAFETY SUPPLIES
		OFFICE – GENERAL EQUIPMENT
8211	211-7303001	MISC. OPERATING SUPPLIES
8211	211-7303002	MISC. OPERATING SUPPLIES, OPERATIONS
		LUBRICANTS

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 211 #3 SULFURIC ACID PLANT
Last updated 6/10/2013 2:33:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8211	211-7403001	LUBRICANTS (OIL MIST)

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES
8210	210-1001001	NO. 2 SAP TURNAROUND
8210	210-1002002	MAIN BLOWER
8210	210-1002003	INSTRUMENT AIR COMPRESSOR
8210	210-1002004	PRIMARY AIR FAN (ELECTRIC) NORTH
8210	210-1002005	PRIMARY AIR FAN (ELECTRIC) SOUTH
8210	210-1002006	UTILITY AIR COMPRESSOR
8210	210-1002007	FORCE AIR BLOWER, PACKAGE BOILER
8210	210-1010007	#1 LR. INSTRUMENT AIR COMPRESSOR, 200 V EAST
8210	210-1010008	#2 LR. INSTRUMENT AIR COMPRESSOR, 200 V WEST
8210	210-1010009	HOLDING & FILLING REFRIGERATION COMPRESSOR FOR ATMOS. STORAGE
[redacted]		
8210	210-1010012	Centrifugal Fume Fan
		DYKES, DAMS PONDS, ETC.
8210	210-1710001	SULFUR PIT
8210	210-1710004	SULFUR PIT, SOUTH TRUCK UNLOADING
8210	210-1710005	NEW SULFUR PIT
8210	210-1710006	Sulfur Loading Station
		ELECTRICAL
8210	210-1902002	MAIN CIRCUIT BREAKER MCC-1
8210	210-1902088	#2 ACID MOTOR CONTROL CENTER
8210	210-1902089	MAIN BREAKER FOR MCC-1
8210	210-1902092	LIGHTING #2 SULFURIC
8210	210-1902093	ROUTINE AND PM #2 SULFURIC
8210	210-1910021	#1 TRACK AND TRUCK SCALES
8210	210-1910164	LIGHTING @ LOADING & STORAGE AREA
		FILTERS (WET AND DRY) AND DRIVES, BAG HOUSES
8210	210-2402001	AIR FILTER FOR MAIN BLOWER SUCTION
8210	210-2402002	STEAM SILENCER W/DUMP VALVE
8210	210-2402003	SILENCER (W/USE ON J-2)

Page 1 of 8 Area 8210

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		FURNACES, FIRED HEATERS, FIRED DRYERS, DRIVES
8210	210-2602001	STEAM DRUM
8210	210-2602002	SULFUR FURNACE
8210	210-2602003	SULFUR BURNER, NORTH
8210	210-2602004	SULFUR BURNER, SOUTH
8210	210-2602005	NATURAL (CH4) GAS GUN
8210	210-2610001	INSTRUMENT AIR DRYER, NO 1 EAST SET
8210	210-2610002	INSTRUMENT AIR DRYER, NO 2 WEST SET
		HEAT EXCHANGERS, EVAPORATORS, AND COOLERS
8210	210-3102002	#1 WASTE HEAT EXCHANGER
8210	210-3102003	SUPERHEATER
8210	210-3102005	HEAT – PRIMARY (HOT) 'A'
8210	210-3102006	HEAT EXCHANGER – SECONDARY (COLD) 'B'
8210	210-3102008	DRYING TOWER ACID COOLER
8210	210-3102009	INTERSTAGE ABSORPTION TOWER ACID COOLER NORTH
8210	210-3102010	INTERSTAGE ABSORPTION TOWER ACID COOLER SOUTH
8210	210-3102011	PRODUCT ACID COOLER
8210	210-3102012	FINAL ABSORPTION TOWER, ACID COOLER
8210	210-3102013	DESUPERHEATER (250 PSIG)
8210	210-3102014	DESUPERHEATER (60 PSIG)
8210	210-3102015	SAMPLE COOLERS FOR ACID SAMPLES
8210	210-3102017	STEAM CONDENSER (MAIN)
[redacted]		
8210	210-3110003	1ST STAGE AFTER COOLER
8210	210-3110004	AMMONIA CONDENSER, I/R @ L/P STORAGE
8210	210-3110005	GLYCOL TRANSFER HEATER
8210	210-3110006	PURGE CONDENSER
8210	210-3110007	AMMONIA TRANSFER HEATER(B-3-2)
8210	210-3110008	AMMONIA RAIL/TRUCK LOADING HEATER
8210	210-3110009	AUX. GAS GLYCOL HEATER (E-4-2A)
		INSTRUMENTS AND CONTROLS
8210	210-3102021	BOILER WATER SAMPLE COOLER, PKG BOILER

Page 2 of 8 Area 8210

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
[redacted]		
8210	210-3410001	INSTRUMENTATION & CONTROLS
		INSTRUMENTS AND CONTROLS
8210	210-3402001	INSTRUMENTATION
8210	210-3402002	SO2 STACK ANALYZER
8210	210-3402005	INSPECT & REPAIR ALL INST. RELATED TO 93% ACID
		PIPE, VALVES, AND FITTINGS
8210	210-3802001	STEAM PIPING
8210	210-3802005	AIR PIPING
8210	210-3802006	PROCESS DUCTWORK
8210	210-3802010	PROCESS WATER PIPING
8210	210-3802014	SULFUR PIPING
8210	210-3802020	ACID PIPING
8210	210-3802021	CAUSTIC PIPING
8210	210-3802022	CHEMICAL PIPING
8210	210-3810004	AIR LINES
8210	210-3810005	STEAM LINES
8210	210-3810006	PROCESS DUCTWORK
8210	210-3810010	PROCESS WATER PIPING
8210	210-3810017	AMMONIA LINES AND HOSES
8210	210-3810018	SULFURIC ACID LOADING HOSES
8210	210-3810019	SULFUR LINE PIPING
8210	210-3810020	SULFURIC ACID PIPING
8210	210-3810023	NATURAL GAS HEADER
		TURBINES
8210	210-4002001	INTERSTAGE ABSORP. TOWER TURBINE EAST
8210	210-4002002	INTERSTAGE ABSORP. TOWER TURBINE WEST
[redacted]		
8210	210-4002005	MAIN BLOWER TURBINE
		PUMPS

Page 3 of 8 Area 8210

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8210	210-4102002	SULFUR FEED PUMP EAST
8210	210-4102006	DRYING TOWER CIRCULATING PUMP
8210	210-4102007	INTERSTAGE ABSORBING TOWER PUMP EAST
8210	210-4102008	INTERSTAGE ABSORBING TOWER PUMP WEST
8210	210-4102009	FINAL ABSORPTION TOWER PUMP
8210	210-4102010	CONDENSATE PUMP EAST
8210	210-4102011	CONDENSATE PUMP WEST
8210	210-4102012	LUBE OIL PUMP FOR MAIN TURBINE
8210	210-4102015	ACID PUMP FOR CATION UNITS
8210	210-4102016	CAUSTIC PUMP FOR ANION UNITS
8210	210-4102017	DEAERATOR FEEDWATER PUMP EAST
8210	210-4102018	DEAERATOR FEEDWATER PUMP CENTER
8210	210-4102021	CAUSTIC SODA PUMP 50%
8210	210-4102024	BOILER FEEDWATER PUMP (ELECTRIC)
8210	210-4102025	BOILER FEEDWATER PUMP (TURBINE)
8210	210-4102034	SULFUR TRANSFER PUMP EAST @ AT503 TANK
8210	210-4102037	AUX. H2SO4 PUMP (PUMP OUT PUMP) INPLANT
8210	210-4102038	AUX. H2SO4 PUMP (PUMP OUT PUMP) SPARE
8210	210-4102039	CHEMICAL PUMPS
8210	210-4102040	BOILER SUMP PUMP, PACKAGE BOILER
8210	210-4102041	DESUPERHEATER PUMP, PACKAGE BOILER
8210	210-4102042	BFW PUMP PACKAGE BOILER
8210	210-4102043	PUMP REFUND GASOLINE PUMP
8210	210-4102044	PUMP DIESEL PUMP
8210	210-4110002	#1 TRACK SCALE SUMP PUMP
8210	210-4110006	NORTH ACID TRUCK & RAIL LOADING PUMP
8210	210-4110007	SOUTH ACID TRUCK & RAIL LOADING PUMP
8210	210-4110029	INLINE AMMONIA PUMP
8210	210-4110031	WEST AMMONIA LOADING PUMP FROM Atmospheric Storage Tank –Rail & Truck(Flowserve)
8210	210-4110032	EAST AMMONIA LOADING PUMP FROM Atmospheric Storage Tank –Rail & Truck(Flowserve)
8210	210-4110033	GLYCOL PUMP, @ L/P STORAGE
8210	210-4110034	COOLING WATER BOOSTER PUMP AT L.P. STORAGE
8210	210-4110037	NORTH DILUTION WATER PUMP
8210	210-4110038	SOUTH DILUTION WATER PUMP

Page 4 of 8 Area 8210

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8210	210-4110068	SANITARY SEWAGE PUMP @ SCALES
8210	210-4110069	LIFT STATION PUMP, MAIN OFFICE SCHEDULE
8210	210-4110080	LIFT STATION PUMP, AA MAINT. SHOP
8210	210-4110106	LIFT STATION PUMP, AMMONIA PLANT
8210	210-4110112	SULFUR (MOLTEN) PUMP @ SOUTH SULFUR UNLOADING PIT TRUCKS
8210	210-4110113	SULFUR (MOLTEN) PUMP @ NORTH SULFUR UNLOADING PIT TRUCKS
8210	210-4110114	#2 ACID RECOVERY PUMP
8210	210-4110115	NEW BOILER FEED WATER PUMP No.1
8210	210-4110116	ISOMAX UNLOADING ROTH PUMP
8210	210-4110117	EAST AMMONIA DAP PUMP (Byron Jackson)
8210	210-4110118	WEST AMMONIA DAP PUMP (Byron Jackson)
8210	210-4110119	BARGE LOADING PUMP (Flowserve)
8210	210-4110122	Gas Reclaim Pump
		ROADS CURBS AND SIDE WALKS
	210-4202001	-General Grounds
		SUMPS
8210	210-5102033	#2 SAP ACID SUMP
		SCALES AND WEIGHTIN EQUIPMENT
8210	210-5910001	#1 TRACK SCALES
8210	210-5910002	#2 TRACK & TRUCK SCALES
8210	210-5910003	SCALES, TRUCK @ MAIN GATE
		SAFETY
8210	210-7210001	SAFETY
		STRUCTURES AND BUILDINGS
8210	210-5002001	BUILDINGS AND STRUCTURES
8210	210-5002002	HANDRAILS, PLATFORMS, LADDERS, #2 SULFURIC
8210	210-5002012	HURRICANE COSTS
8210	210-5010003	BUILDING @ LP STORAGE & SCALES
8210	210-5010004	PLATFORM, HANDRAILS AND LADDERS

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		TANKS
8210	210-5102001	4000 GAL. GAS FUEL TANK EAST
8210	210-5102002	4000 GAL. DIESEL FUEL TANK WEST
8210	210-5102003	WASTE WEAK ACID STORAGE TANK
8210	210-5102005	DRYING TOWER PUMP TANK
8210	210-5102006	INTERSTAGE ABSORPTION TOWER PUMP TANK
8210	210-5102007	FINAL ABSORPTION TOWER PUMP TANK
8210	210-5102010	ACID TANK FOR CATION UNIT
8210	210-5102011	CAUSTIC TANK FOR ANION UNIT
8210	210-5102012	50% CAUSTIC STORAGE TANK
8210	210-5102013	BOILER FEEDWATER SURGE TANK
8210	210-5102014	DRAIN COLLECTION TANK FOR P-11
8210	210-5102015	WEAK ACID PUMP TANK
8210	210-5102016	CAUSTIC STORAGE TANK (SMALL)
8210	210-5102018	SULFUR TANK 503
8210	210-5102019	BFW TANK PACKAGE BOILER
8210	210-5110022	GLYCOL TANK AT LPS
8210	210-5110023	AMMONIA STORAGE TANK 25,000 TON
8210	210-5110024	INSTRUMENT AIR SURGE TANK
8210	210-5110032	INSTRUMENT AIR SURGE TANK
8210	210-5110033	RELEIF VALVE COLLECTION TANK
8210	210-5110034	INLINE OIL SEPERATOR
		TOOLS AND EQUIPMENT
8210	210-5810002	GENERATOR @ LOW PRESSURE STORAGE
		VESSELS AND ALL VESSEL INTERNALS
8210	210-5402001	CONVERTER
8210	210-5402002	ENTRAINMENT SEPARATOR (W/DRYING TOWER T-1)
8210	210-5402003	INTERSTAGE ABSORBER
8210	210-5402004	MIST ELIMINATOR
8210	210-5402005	FINAL ABSORBER
8210	210-5402006	MIST ELIMINATOR
8210	210-5402007	FINAL ABSORBER STACK
8210	210-5402008	BLOWDOWN DRUM
8210	210-5402009	DEAERATOR
8210	210-5402012	CATION NO. 1

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8210	210-5402013	CATION NO. 2
8210	210-5402014	ANION NO. 1
8210	210-5402015	ANION NO. 2
8210	210-5402018	DRYING TOWER
8210	210-5402019	DEAERATOR (PACKAGE BOILER)
8210	210-5402020	BLOWDOWN DRUM PACKAGE BOILER
8210	210-5410005	#1 INST. AIR COMP. AIR & OIL COOLER
8210	210-5410006	#2 INST. AIR COMP. AIR & OIL COOLER
		WASTE HEAT BOILERS AND ECONOMIZERS
8210	210-5502001	ECONOMIZER - #2 SAP
8210	210-5502002	#1 WASTE HEAT BOILER
8210	210-5502003	#2 WASTE HEAT BOILER
8210	210-5502005	ECONOMIZER – PACKAGE BOILER
8210	210-5502006	#2 PACKAGE BOILER
		WELLS (ALL COSTS)
8210	210-5610001	NO 1 WATERWELL
8210	210-5610002	NO 2 WATERWELL
8210	210-5610005	NO 5 WATERWELL
		OFFICE – GENERAL EQUIPMENT
8210	210-7302001	MISC. OPERATING SUPPLIES
8210	210-7302002	AIR CONDITIONER, ACID PLANT CONTROL ROOM
8210	210-7310006	GENERAL EQUIPMENT AT SCALE HOUSE
		LUBRICANTS
8210	210-7402001	LUBRICANTS (OIL MIST)
8210	210-7402002	OIL SKIMMER

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 210 #2 SULFURIC ACID PLANT
Last updated 6/10/2013 2:39:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		PLANT GENERAL
8210	210-8302001	PREPARE PLANT FOR STARTUP
		MISC. HEAVY EQUIPMENT
8210	210-8210001	#2 WELL ENGINE, DETROIT 453

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 201 ROCK GRINDING
Last updated 6/10/2013 2:46:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
		AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES
8201	201-0101100	ROCK SLURRY STORAGE TANK AGITATOR
8201	201-0101101	MILL SUMP AGITATOR
8201	201-0101102	AMMONIA/POND WATER STATIC MIXER
8201	201-0101103	MILL STORMWATER SUMP AGITATOR
		CONVEYORS AND DRIVES
8201	201-1401027	ROCK RECLAIM CONVEYOR
8201	201-1401028	E. MILL FEED CONVEYOR
8201	201-1401029	W. MILL FEED CONVEYOR
		ELECTRICAL
8201	201-1901001	ROCK GRINDING COMPUTER
8201	201-1901013	MAIN CIRCUIT BREAKER FOR MCC-3
8201	201-1901238	LIGHTS/ELECTRICAL ROCK GRINDING
8201	201-1901323	EAST MILL FEED VIBRATOR
8201	201-1901324	WEST MILL FEED VIBRATOR
8201	201-1901325	WEST RECLAIM HOPPER VIBRATOR
8201	201-1901326	EAST RECLAIM HOPPER VIBRATOR
		GRINDERS, PULVERIZERS, AND DRIVES
8201	201-3001005	EAST MILL
8201	201-3001006	WEST MILL
		HEAT EXCHANGERS, EVAPORATORS, AND COOLERS
8201	201-3101010	EAST MILL FEED END OIL HEATER
8201	201-3101011	EAST MILL DISCHARGE END OIL HEATER
8201	201-3101012	EAST MILL BULL GEAR OIL HEATER
8201	201-3101013	WEST MILL FEED END OIL HEATER
8201	201-3101014	WEST MILL DISCHARGE END OIL HEATER
8201	201-3101015	WEST MILL GEAR OIL HEATER
8201	201-3101016	EAST MILLHOUSE HEATER
8201	201-3101017	EAST MILL HOUSE HEATER
		HEATING, VENTILATION AND AIR CONDITIONING

Page 1 of 3 Area 8201

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 201 ROCK GRINDING
Last updated 6/10/2013 2:46:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8201	201-3201001	ROCK MILL A/C UNIT
		INSTRUMENTS AND CONTROLS
8201	201-3401001	ROCK GRINDING INSTRUMENTATION
		PIPE, VALVES, AND FITTINGS
8201	201-3801001	WATER PIPING
8201	201-3801005	AIR PIPING
8201	201-3801006	AMMONIA PIPING
		PUMPS AND DRIVES
8201	201-4101020	EAST MILL DISCHARGE PUMP
8201	201-4101021	WEST MILL DISCHARGE PUMP
8201	201-4101022	NORTH ROCK SLURRY TRANSFER PUMP
8201	201-4101023	SOUTH ROCK SLURRY TRANSFER PUMP
8201	201-4101024	E. MILL FEED END H.P. LUBE PUMP
8201	201-4101025	E. MILL FEED END L.P. LUBE PUMP
8201	201-4101026	E. MILL DISCHARGE END H.P. LUBE PUMP
8201	201-4101027	E. MILL DISCHARGE END L.P. PUMP
8201	201-4101028	E. MILL BULL GEAR LUBE PUMP
8201	201-4101029	W. MILL FEED END H.P. LUBE PUMP
8201	201-4101030	W. MILL FEED END L.P. LUBE PUMP
8201	201-4101031	W. MILL DISCHARGE END H.P. LUBE PUMP
8201	201-4101032	W. MILL DISCHARGE END L.P. LUBE PUMP
8201	201-4101033	W. MILL BULL GEAR LUBE PUMP
8201	201-4101034	MILL AREA SUMP PUMP
8201	201-4101035	SEWAGE LIFT PUMP
8201	201-4101036	MILL COOLING WATER DISCHARGE PUMP
8201	201-4101037	MILL STORMWATER SUMP PUMP
8201	201-4101038	CORRIDOR SUMP PUMP (TEEL)
		STRUCTURES AND BUILDINGS
8201	201-5001002	ROCK GRINDING AREA BUILDING
		TANKS
8201	201-5101003	ROCK RECLAIM HOPPER

Page 2 of 3 Area 8201

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 201 ROCK GRINDING
Last updated 6/10/2013 2:46:00 PM

COST CODE	UNIT NUMBER	DESCRIPTION
8201	201-5101004	ROCK FEED HOPPER
8201	201-5101005	EAST MILL DISCHARGE TANK
8201	201-5101006	WEST MILL DISCHARGE TANK
8201	201-5101007	ROCK SLURRY STORAGE TANK
8201	201-5101008	POND WATER PH SAMPLE TANK
8201	201-5101009	MILL PAD SUMP
		SCALES AND WEIGHING EQUIPMENT
8201	201-5901010	EAST MILL BELT SCALE
8201	201-5901011	WEST MILL BELT SCALE
		LUBRICANTS
8201	201-7401001	LUBRICANTS
		FRONT END LOADERS
8201	201-7901208	CAT 966F #208 FRONT END LOADER
		MISCELLANEOUS OPERATING SUPPLIES
8201	201-7301001	MISC. OPERATING SUPPLIES

Page 3 of 3 Area 8201

HB DRAFT – Subject to Revision 09/04/2015

Exhibit 2.1(b)-B

Excluded Property to go to Environmental Trust

[*See Attached*]

ATTACHMENT A
ENVIRONMENTAL TRUST AGREEMENT

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

COST CENTER	EQUIPMENT NUMBER	DESCRIPTION
AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES		
8252	252-0111001	SLAKER AGITATOR
8252	252-0111002	LIME SLURRY TANK. AGITATOR
8252	252--0111003	#1 – 2nd STAGE TANK AGITATOR
8252	252-0111004	#2 – 2nd STAGE TANK MIXING TANK AGITATOR
8252	252-0111005	1st STAGE MIXING TANK AGITATOR
COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES		
8252	252-1010004	COMMINUTOR
8252	252-1010006	BAG FILTER BLOWER
8252	252-1011005	2nd STAGE TANK AERATOR COMPRESSOR
8252	252-1011006	LIME SILO DUST FILTER BLOWER
8252	252-1011007	INSTRUMENT AIR COMPRESSOR & RECEIVER SINGLE STAGE
DYKES, DAMS PONDS, ETC.		
8252	252-1710002	GYPSUM POND
8252	252-1710003	NORTH DITCH LEVEE
ELECTRICAL		
8252	252-1911001	LIGHTING, WASTEWATER TREATMENT AREA
8252	252-1911002	ROUTINE & P.M. WASTEWATER TREAT. AREA
FANS AND DRIVES (EXHAUST FANS, ETC)		
8252	252-2110003	NORTH DITCH COOLING TOWER FAN NO 1 SOUTH
8252	252-2110006	NORTH DITCH COOLING TOWER FAN NO. 4 NORTH
FEEDERS AND DRIVES		
8252	252-2211002	ROTARY VALVE
8252	252-2211003	GRIT SCREW

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

8252	252-4111011	BIG WEST DITCH PUMP
8252	252-4111012	BIG EAST DITCH PUMP
8252	252-4111013	DAP STORMWATER PUMP @ INF JR
8252	252-4111014	NORTHWEST POND BOOSTER PUMP (ASH PUMP)
8252	252-4111015	NORTHEAST POND PUMP
8252	252-4111016	SOUTHWEST POND N2 EVAP PUMP
8252	252-4111018	COOLING TOWER RECYCLE PUMP 6" HAZELTON
		WEST LEADNOTE SUMP PUMP
STRUCTURES AND BUILDINGS		
8252	252-5011001	BUILDINGS AT INF JR
8252	252-5011002	PLATFORMS, HANDRAILS AND LADDERS
8252	252-5011003	6' X 8' FIBERGLASS BLDG @ W/W TREAT. AREA
8252	252-5011004	7'9" X 8' FIBERGLASS BLDG @ W/W TREAT. AREA
TANKS		
8252	252-5110008	ACID TANK @ N. DITCH ACID CONTROL
8252	252-5110025	CAUSTIC TANK W/W CONTROL
8252	252-5110031	10,000 GALLON SEWAGE SURGE TANK
8252	252-5110033	POTABLE WATER RETENTION TANK
8252	252-5111001	SILO TANK
8252	252-5111002	SLAKER
		CAUSTIC STORAGE TANK – SULFURIC ACID PLANT
		CAUSTIC TANK – EAST GYPRUM STACK
		CAUSTIC TANK – EAST GYPRUM STACK
8252	252-5111003	LIME SLURRY TANK
8252	252-5111004	1ST STAGE MIXING TANK LIME NEUT.
8252	252-5111005	#1 – 2ND STAGE MIXING TANK
8252	252-5111006	#2ND STAGE MIXING TANK
TOOLS AND EQUIPMENT		
8252	252-5810002	GENERATOR @ LOW PRESSURE STORAGE
8252	252-5811013	DREDGE BOAT 671 DETROIT
8252	252-5810023	#2 DRISCO WELDING MACHINE 10" – 18"
OFFICE – GENERAL EQUIPMENT		
VEHICLES – SEE ROLLING STOCK INVENTORS		

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

NEW WASTE WATER TREATMENT PLANT

AGITATORS, MIXERS, MECHANICAL BLENDERS, DRIVES		
8252	252-0110001	NO. 1 RAKE DRIVE
8252	252-0110002	NO. 2 RAKE DRIVE
8252	252-0110003	NO. 1 RESLURRY TANK AGITATOR
8252	252-0110004	NO. 2 RESLURRY TANK AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR
8252	252-0110005	LIME SLURRY AGITATOR DRIVE
8252	252-0110006	NO. 1 MIX TANK AGITATOR
8252	252-0110006	NO. 1 MIX TANK AGITATOR DRIVE
8252	252-0110007	NO. 2 MIX TANK AGITATOR
8252	252-0110007	NO. 2 MIX TANK AGITATOR DRIVE
8252	252-0110008	NO. 3 MIX TANK AGITATOR
8252	252-0110008	NO. 3 MIX TANK AGITATOR DRIVE
8252	252-0110009	NO. 1 BLEND TANK AGITATOR
8252	252-0110009	NO. 1 BLEND TANK AGITATOR DRIVE
8252	252-0110010	NO. 2 BLEND TANK AGITATOR
8252	252-0110010	NO. 2 BLEND TANK AGITATOR DRIVE
8252	252-0110011	NO. 2 RAKE LIFT DRIVE
8252	252-0110012	NO. 1 RAKE LIFT DRIVE
8252	252-0110013	NO. 1 STATIC MIXER
8252	252-0110014	NO. 2 STATIC MIXER
8252	252-0110016	NO. 1 POLYMER FEED SYSTEM
8252	252-0110017	NO. 2 POLYMER FEED SYSTEM
8252	252-0110018	NO. 3 POLYMER FEED SYSTEM
8252	252-0120019	Aireators
COMPRESSORS, RELATED EQUIP; BLOWERS, DRIVES		
8252	252-1010001	LIME SILO BLOWER
8252	252-1010001	LIME SILO BLOWER DRIVE
8252	252-1010007	BELT FILTER AIR-COMPRESSOR
FEEDERS AND DRIVES		
8252	252-1410001	#1 LIME SCREW CONVEYOR
8252	252-1410001	#2 LIME SCREW CONVEYOR
ELECTRICAL		
8252	252-1910001	BIN VIBRATOR
8252	252-1910002	SKV MAIN SWITCH
8252	252-1910003	SKVA480 TRANSFORMER
8252	252-1910004	480V MAIN BREAKER FOR MCC
8252	252-1910005	A/C UNIT IN MCC
8252	252-1910006	AREA LIGHTS AND RECEPTICALS
8252	252-1910007	SUMP PUMP IN R/R LIME PIT
8252	252-1910008	MAIN BREAKER IN MAIN SUB

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

ELEVATORS

8252	252-2010001	LIME BUCKET ELEVATOR

FEEDERS AND DRIVES

8252	252-2210001	LIME FEEDER
8252	252-2210001	LIME FEEDER DRIVE
8252	252-2210002	FILTER PRESS
8252	252-2210002	FILTER PRESS DRIVE
8252	252-2210003	GRIT DISCHARGE SCREW
8252	252-2210003	GRIT DISCHARGE SCREW DRIVE

FILTERS (WET & DRY) & DRIVES, BAGHOUSES

8252	252-2410001	SILO BAG FILTER

INSTRUMENTS AND CONTROLS - SEE P&I ATTACHED

PIPE, VALVE & FITTING

PUMPS AND DRIVES

8252	252-4110002	LIME SLURRY PUMP A
8252	252-4110002	LIME SLURRY PUMP DRIVE A
8252	252-4110003	LIME SLURRY PUMP B
8252	252-4110003	LIME SLURRY PUMP DRIVE B
8252	252-4110004	LIME UNLOADING PUMP
8252	252-4110004	LIME UNLOADING PUMP DRIVE
8252	252-4110005	NO. 1 RECYCLE PUMP
8252	252-4110005	NO. 1 RECYCLE PUMP DRIVE
8252	252-4110006	NO. 2 RECYCLE PUMP
8252	252-4110005	NO. 2 RECYCLE PUMP DRIVE
8252	252-4110007	NO. 1 SLUDGE PUMP
8252	252-4110007	NO. 1 SLUDGE PUMP DRIVE
8252	252-4110008	NO. 2 EFFUENT PUMP
8252	252-4110008	NO. 2 EFFUENT PUMP DRIVE
8252	252-4110009	FILTER FEED PUMP
8252	252-4110009	FILTER FEED PUMP DRIVE
8252	252-4110010	FILTER WASH PUMP

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 252 WASTE WATER TREATMENT

8252	252-4110010	FILTER WASH PUMP DRIVE
8252	252-4110011	FILTRATE PUMP
8252	1252-411011	FILTRATE PUMP DRIVE
8252	252-4110012	SUMP PUMP
8252	252-4110012	SUMP PUMP DRIVE
8252	252-4110013	SEWAGE LIFT PUMP
8252	252-4110014	LIME UNLOADING PIT SUMP PUMP
8252	252-4110015	RESLURRY PUMP
8252	252-4110015	RESLURRY PUMP DRIVE
8252	252-4110016	AREA WASH DOWN PUMP
8252	252-4104132	RETENTION POND PUMPS
8252	252-4104133	New Caustic Pump
8252	252-4104134	Flume Pump
8252	252-4104135	1st Emergency Pump
8252	252-4104136	2nd Emergency Pump
8252	252-4104137	High Pressure Washer
8252	252-4104138	Seal Water Booster Pump
8252	252-4104139	Emergency Potable Water Model SSV Goulds Pump
8252	252-4104140	#1 Outfall Pump (Vertical) Flowserve - Vertical Turbine Pump
8252	252-4104141	#2 Outfall Pump (Horizontal) Flowserve 6LR-13A-FPD-SF Rotation CW
8252	252-4104142	Storm Water Pump (Vertical) Flowserve 12EHM-1 Stage
8252	252-4104143	Outfall Metering Pumps (Dynaflow Model-GM0A2468A1) 3-PUMPS

Screens

8252	252-4410001	GRIT SCREEN
8252	252-4410001	GRIT SCREEN DRIVE

STRUCTURE AND BUILDING

TANKS

8252	252-5110001	NO. 1 CLARIFIER
8252	252-5110003	NO. 1 MIX TANK
8252	252-5110004	NO. 2 MIX TANK
8252	252-5110005	NO. 3 MIX TANK
8252	252-5110006	NO. 1 BLEND TANK
8252	252-5110007	NO. 2 BLEND TANK
8252	252-5110009	RESLURRY TANK
8252	252-5110010	NO. 2 EFFLUENT TANK
8252	252-5110011	LIME SILO
8252	252-5110013	LIME SLAKER
8252	252-5110013	LIMO SKALER DRIVE
8252	252-5110014	LIME SLURRY TANK
8252	252-5110015	FILTRATE SUMP
8252	252-5110016	NO. 2 CLARIFIER
8252	252-5110017	LIME UNLOADING HOPPER
8252	252-5110020	STORAGE TANK 4000 GAL POLYMER TANK
8252	252-5110021	ACID TANK

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 256 EAST GYPSUM DISPOSAL SITE

COST CODE	EQUIPMENT DESCRIPTION NUMBER	
	DYKES, DAMS, PONDS, ETC.	
8256	256-1712001	NEW EAST GYP POND SECTION 1
8256	256-172002	NEW EAST GYP POND SECTION 2
8256	256-1712003	NEW EAST GYP RETURN/SURGE POND
	PIPE, VALVES AND FITTING	
8256	256-3812001	GYPSUM PIPING N FILTER
8256	256-3812002	GYPSUM PIPING S FILTER
8256	256-3812003	WATER RETURN LINES
	PUMPS AND DRIVES	
8256	256-4112001	WATER RETURN PUMP. #1
8256	256-4112002	WATER RETURN PUMP. #2
8256	256-4112003	N. FILTER GYPSUM BOOSTER PUMP
8256	256-4112004	S. FILTER GYPSUM BOOSTER PUMP
8256	256-4112005	SPARE FILTER GYPSUM BOOSTER PUMP
	ROADS	
8256	256-4209005	NEW EAST GYP POND ROADWAY
	STRUCTURES & BUILDINGS	
8256	256-2012001	PLATFORMS, HANDRAILS & LADDERS
8256	256-5012002	OFFICE & MCC BREAKER ROOM
	TOOLS & EQUIPMENT	
8256	256-5812001	#4 DRISCO WELDER
8256	256-5812002	#3 DRISCO WELDER
8256	256-5812003	Emergency Spill Pump Generator

EQUIPMENT CHARGE ACCOUNT ROLLING STOCK

DESCRIPTION	COST CENTER
DOZERS	
Komatsu D41P S/N B21050	8253
John Deere 700	8253
TRACKHOE	
#2 Komatsu PC300LC-6	8253
#3 Komatsu PC300LC-7EO	8253

MS PHOSPHATES CORP EQUIPMENT CODES
AREA 256 EAST GYPSUM DISPOSAL SITE

#4 Komatsu PC300LC-7EO	8253
#5 Komatsu PC300LC-7EO	8253
MISCELLANEOUS	
2006 Chevy 1500	8252
2001 Ford F450	8253
2006 Ford F-150	8252
2003 Chevy 1500	8253
1999 GMC 6500	8253
1987 Ford LT900	8253
Kubota RTV	8253

Schedule 2.1(c)

Assumed Real Property Leases

1. Industrial Lease, between Mississippi Phosphates Corporation and Mississippi Ammonia Leasing, Inc., dated May 6, 2010.

2. Letter Agreement Re: Industrial Lease, between Mississippi Phosphates Corporation and Mississippi Ammonia Leasing, Inc. ("MAL"), a subsidiary of Trammo, Inc. ("Trammo"), dated May 6, 2010.

3. First Amendment to Industrial Lease between Mississippi Phosphates Corporation and Ammonia Tank Subsidiary and Mississippi Ammonia Leasing, Inc., dated June 22, 2015

Schedule 2.1(d)

Assumed Personal Property Leases

None

Schedule 2.1(f)

All Rights, Claims and Benefits Under All Insurance Policies, Including Casualty Insurance Policies Insuring the Purchased Assets

Policy Period: Before 2011

1. Phosphate Holdings, Inc. - Excess Liability Policy No. XCPG2208074A American Insurance Group 12/22/2004 – 12/22/2005.
2. Mississippi Phosphates Corporation – Commercial General Liability Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh PA 12/22/2004 – 12/22/2005.
3. Mississippi Phosphates Corporation & Phosphates Holdings Inc. - Excess Liability Indemnity Policy No. C004323/001 Allied World Insurance Company LTD. 12/22/2004- 12/22/2005
4. Mississippi Phosphates Corporation - Boiler and Machinery, Commercial Auto Policy No GL4571936 American International Group 12/22/2004 - 12/22/2005
5. Mississippi Phosphates Corporation & Phosphates Holdings Inc – Commercial Umbrella Liability Policy with Crisis Response No. BE2685217 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2004 - 12/22/2005.
6. Mississippi Phosphates Corporation – Excess Liability Policy No. 4571936 American Insurance Group 12/22/2005 – 12/22/2006.
7. Phosphates Holding Inc. & Mississippi Phosphates Corporation – Commercial Umbrella Liability Policy No. 4952414 Crisis Response 12/22/2005 - 12/22/2006.
8. Phosphates Holdings Inc. & Mississippi Phosphates Corporation – Excess Liability Policy No. XCPG23572771 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2005 – 12/22/2006
9. Phosphate Holdings, Inc. – Excess Liability Policy No. 4135648 Lexington Insurance Company 12/22/2005 – 12/22/2006.
10. Phosphate Holdings, Inc. – Excess Liability Policy No. 1059235 Lexington Insurance Company 12/22/2006 - 12/22/2007.
11. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Excess Liability Policy No. XCPG23871014 Ace American Insurance Company 12/22/2006 - 12/22/2007.
12. Mississippi Phosphates Corporation, Phosphates Holding, Inc. - Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2006 – 12/22/2007.
13. Mississippi Phosphates Corporation, Phosphates Holdings, Inc Umbrella Policy No. BE7234819 American Insurance Group 12/22/2006 - 12/22/2007
14. Mississippi Phosphate Corporation - Excess Liability Catastrophe Policy No XCPG23889237 ACE American Insurance Company 12/22/2007 - 12/22/2008
15. Phosphate Holdings, Inc – Excess Insurance Policy No 3030774 Lexington Insurance Company 12/22/2007 to 12/22/2008.
16. Phosphate Holdings, Inc. – Excess Insurance Policy No 3030774 Endorsement #013 Lexington Insurance Company 12/22/2007 - 12/22/2008
17. Mississippi Phosphates Corporation, Phosphates Holding, Inc – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 - 12/22/2008.
18. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Endorsement #001 Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.
19. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. Commercial Umbrella Liability Policy with Crisis Response Policy No. BE7250753 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.
20. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. – Endorsement #21 Commercial Umbrella Liability Policy with Crisis Response Policy No BE7Z50753 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 - 12/22/2008.

21. Mississippi Phosphates Corporation Phosphates Holdings Inc. – Excess Umbrella Liability Policy No. XCPG24650005 Ace American Insurance Company 12/22/2008 – 12/22/2009.
22. Mississippi Phosphates Corporation, Phosphates Holding, Inc – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009.
23. Mississippi Phosphates Corporation, Phosphates Holding, Inc. - Endorsement #001 Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009.
24. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. –Commercial Umbrella Liability Policy with Crisis Response Policy No. BE7250859 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009
25. Phosphate Holdings, Inc. – Follow Form Excess Insurance Policy No 001146734 Lexington Insurance Company 12/22/2008 to 12/22/2009.
26. Mississippi Phosphates Corporation – Excess Liability Catastrophe Policy No. XCPG24903849 ACE American Insurance Company 12/22/2009 - 12/22/2010
27. Mississippi Phosphates Corporation, Phosphates Holding, Inc – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 - 12/22/2010.
28. Mississippi Phosphates Corporation, Phosphates Holding, Inc – Endorsement #004 - Commercial General Liability Declarations Policy No GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
29. Mississippi Phosphates Corporation – Follow Form Excess Liability Policy No. 047713583 Lexington Insurance Company 12/22/2009 – 12/22/2010.
30. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. – Excess Casualty, Commercial Umbrella Liability Policy with Crisis Response Policy No. BE4695903 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
31. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. - Endorsements #s 24-25, Excess Casualty, Commercial Umbrella Liability Policy with Crisis Response Policy No BE4695903 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 - 12/22/2010.
32. Mississippi Phosphates Corporation – Follow Form Excess Liability Policy No 047713583 (followed from BE21446421, National Union Fire Insurance Company), Lexington Insurance Company, 12/22/2010 – 12/22/2011
33. Mississippi Phosphate Corporation – Excess Liability Catastrophe Policy No XCPG25829165 ACE American Insurance Company 12/22/2010 - 12/22/2011
34. Mississippi Phosphates Corporation - Commercial General Liability Declarations Policy No GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 - 12/22/2011
35. Mississippi Phosphates Corporation - Commercial Umbrella Liability Policy with Crisis Response Policy No BE21446421 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 – 12/22/2011
36. Mississippi Phosphates Corporation - Endorsement #26, Schedule of Underlying Insurance Policy No. BE21446421 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 - 12/22/2011.
37. Phosphate Holdings, Inc. - Endorsement #007, Schedule of Named Insured – Policy No. 047713583 Lexington Insurance Company 12/22/2011 - 12/22/2012.
38. Phosphate Holdings, Inc - Excess Liability Insurance Policy No. XCQG25835426 Ace Property and Casualty Insurance Company 12/22/2011 - 12/22/2012.
39. Phosphate Holdings, Inc. – Commercial General Liability Insurance Policy No GL4571963 National Union Fire Insurance Company of Pittsburgh, PA.
40. Phosphate Holdings, Inc. – Endorsement #CHG001, Commercial General Liability Insurance Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
41. Phosphate Holdings, Inc. – Commercial Umbrella Liability Insurance Policy No. BE12816071 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2011 - 12/22/2012.

Policy Period: December 22, 2012 – December 22, 2013

1. Phosphate Holdings, Inc – Property Insurance Policy No. 63818166 National Union Fire Insurance Company of Pittsburgh, PA.
2. Phosphate Holdings, Inc. - Property Insurance Policy No 120899 Lloyds Syndicate.
3. Mississippi Phosphates Corporation. - Property Insurance Policy No. P121677 Lloyd's Syndicate.
4. Mississippi Phosphates Corporation - Boiler and Pressure Vessel Liability Insurance Policy No. 151015 Arise Boiler Inspection and Insurance Company Risk Retention Group.
5. Phosphate Holdings, Inc. – Casualty, Commercial Auto Policy No. CA-146-91-96 Granite State Insurance Company
6. Phosphate Holdings, Inc. – Casualty Excess Liability Policy No. 047713583 Lexington Insurance Company.
7. Mississippi Phosphates Corporation – Casualty, Marine Ocean Cargo Policy No ZOC-12P19287-12-ND Travelers Property Casualty Company of America.
8. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Casualty, Commercial Insurance Policy No. D38275616001 Ace American Insurance Co.
9. Phosphate Holdings, Inc. – Casualty, General Liability Policy No. GL-457-19-36 National Union Fire Insurance Company of Pittsburgh, PA.
10. Phosphate Holdings, Inc. – Casualty, Umbrella Liability Policy No. BE12816137 National Union Fire Insurance Company of Pittsburgh, PA.
11. Phosphate Holdings, Inc. – Endorsement #026 Casualty, Umbrella Liability Policy No BE12816137 National Union Fire Insurance Company of Pittsburgh, PA.
12. Mississippi Phosphates Corporation – Casualty, Hull & Machinery, Protection & Indemnity Policy No. ZOH-14T74277-12-ND Travelers Property Casualty Company of America.
13. Mississippi Phosphates Corporation - Casualty, Marine Liability Policy No ZOL-14T74173-12-ND Travelers Property Casualty Company of America
14. Phosphate Holdings, Inc. - Excess Liability Insurance Policy No. XCQG27046708 Ace Property and Casualty Insurance Company.
15. Phosphates Holdings, Inc. - Commercial General Liability Policy No GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
16. Phosphates Holdings, Inc. – Workers Compensation and Employers Liability Policy No WC 025-05-2331 New Hampshire Insurance Company

Policy Period: December 22, 2013 – December 22, 2014

1. Phosphate Holdings, Inc. – Property Policy No. 4N565468007 Liberty Mutual Insurance Company.
2. Phosphate Holdings, Inc. - Property Policy No. 65305445 National Union Fire Insurance Company of Pittsburgh, PA.
3. Mississippi Phosphates Corporation – Property Policy No. B0180PG1321677 Lloyd's Syndicate.
4. Mississippi Phosphates Corporation – Property Policy No. PG1320899 Lloyd's Syndicate.
5. Mississippi Phosphates Corporation – Boiler and Pressure Vessel Liability Insurance Policy No. 153060 Arise Boiler Inspection and Insurance Company Risk Retention Group.
6. Mississippi Phosphates Corporation, Phosphate Holdings Inc. – Marine Ocean Cargo Policy No. ZOC-12P19287-12-ND Travelers Property Casualty Company of America.
7. Phosphate Holdings, Inc. - Casualty, Commercial Auto Policy No. 146-91-96 Granite State Insurance Company.
8. Phosphate Holdings, Inc – Casualty, Umbrella Liability 1st Layer Policy No. BE 12816187 National Union Fire Insurance Company of Pittsburgh, PA.
9. Phosphate Holdings, Inc. – Casualty, Excess Liability 2nd Layer Policy No. 047713583 Lexington Insurance Company.
10. Phosphate Holdings, Inc. - Casualty, Excess Liability 3rd Layer Policy No XCQ G27368785 National Union Fire Insurance Company of Pittsburgh, PA.

11. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation - Casualty, Foreign Liability Policy No. D38275616002 Ace American Insurance Co.
12. Phosphate Holdings, Inc. – Casualty, General Liability Policy No. GL-457-19-36 National Union Fire Insurance Company of Pittsburgh, PA.
13. Phosphate Holding Inc., & Mississippi Phosphates Corporation – Casualty, Hull & Machinery, Protection & Indemnity Policy No ZOH-14T74277-13-NDTravelers Property Casualty Company of America.
14. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation - Casualty, Marine Liability Policy No. ZOL-14T74173-12-ND Travelers Property Casualty Company of America.
15. Phosphate Holdings, Inc. - Excess Liability Insurance Policy No. XCQG27368785 Ace Property and Casualty Insurance Company.
16. Phosphates Holdings, Inc. - Commercial General Liability Policy No GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
17. Phosphate Holdings, Inc. – Commercial Umbrella Liability Policy No. BE12816187 National Union Fire Insurance Company of Pittsburgh, PA.
18. Phosphate Holdings, Inc. – Endorsement #026, Commercial Umbrella Liability Policy No. BE12816187 National Union Fire Insurance Company of Pittsburgh, PA.
19. Phosphates Holdings, Inc. - Workers Compensation Policy No WC 025-05-2330 National Union Fire Insurance Company

Policy Period: December 22, 2014 – December 22, 2015

1. Phosphate Holdings, Inc - AIG Umbrella Liability Policy No. BE84160074 National Union Fire Insurance Company of Pittsburgh, PA.
2. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation - Property Policy No. PG1420899 Lloyd's Syndicate
3. Phosphate Holdings, Inc. – AIG Property Policy No. 65305525 National Union Fire Insurance Company of Pittsburgh, PA & Lexington Insurance Company
4. Mississippi Phosphates Corporation - RKH Property Policy No. B0180PG1421677 Lloyd's Syndicate.

Schedule 2.1(g)

Assumed Executory Contracts

1. Tax Assessment Technology Service Agreement, between Mississippi Phosphates Corporation and Assessment Technologies, Ltd., dated July 10, 2013

Schedule 2.1(i)

All Permits and Pending Applications

1. State of Mississippi - Water Pollution Control (NPDES) Permit No MS0003115
2. Mississippi Air Pollution Control Title V Construction and Operating Permit 1280-00044
3. Radio License, Call Sign KJG255
4. Radio License, Call Sign KU8240
5. Radio License, Call Sign KV874.
6. Radio License, Call Sign KWW697.
7. Boiler or Pressure Vessel MS Serial No. MS049051-14V
8. Boiler or Pressure Vessel MS Serial No. MS049051-14P.
9. MDEQ Application for Beneficial Use Water Withdrawal Permit
10. Mississippi State Department of Health Potable Water Permit

Schedule 2.1(j)

Other Assets

Insurance refunds:

1. Sellers' rights to $191,000 premium refund on Property coverage to be received from Lexington Insurance Company, under Policy No. 65305525 Endorsement No. 23, relating to financing with BankDirect Capital Finance, commercial property policy No. B0180PG1420899, quote No. 1107313.1. This loan has been paid in full.

2. Sellers' rights to a return of cash collateral (presently in the approximate amount of $1,900,000) held by the National Union Fire Insurance Company of Pittsburgh, PA, which is payable two (2) years after Worker's Compensation coverage under Policy No. WC 025-05-2330 issued by New Hampshire Insurance is terminated.

Schedule 2.2(a)

Cash

Amount to be determined, not to exceed $142,000.

Schedule 2.3(b)

Additional Liabilities

1. Debtor's Liability for Accrued Vacation for Employees hired by the Trust. These employees are [to be named]:

Schedule 3.4

Allocation of the Purchase Price among the Purchased Assets

To be agreed upon post Closing.

Schedule 5.2 – Sellers Disclosure Schedule

Ownership of Sellers

No Seller owns, of record or beneficially, any direct or indirect equity or other interest in any Person, or any right (contingent or otherwise) to acquire the same.

Schedule 5.4 – Sellers Disclosure Schedule

Compliance with Law

Investigations, Inquiries or Reviews

1. U.S. Environmental Protection Agency (EPA) Administrative Order under Section 7003(a) of RCRA; Docket No. RCRA-04-2009-4262 and RCRA-04-2012-4250.
2. U.S. Environmental Protection Agency (EPA) Administrative Order under Section 3013 of RCRA; Docket No. RCRA- 04-2007-4252.
3. Mississippi Department of Environmental Quality (MDEQ) Notice of Violation, September 18, 2009, for violations of NPDES Permit MS0003115
4. MDEQ Notice of Violation, October 24, 2014, for violation of Title V Operating Permit No 1280-00044.
5. EPA Notice of Potential Violation, May 8, 2008.
6. MDEQ Agreed Order No. 6305-13.
7. MDEQ Agreed Order No. 6302-13.
8. MDEQ Agreed Order No. 5357-08

Encumbrances for Taxes

1. 2013, 2014, and 2015 Real and Personal Property Taxes.

Schedule 5.5(a) – Sellers Disclosure Schedule

Pending or Threatened Claims, or Circumstances that Might Give Rise to a Claim Under any Casualty Insurance Policy

On October 13, 2014, MPC suffered property damage to the Holdings Docks by a vessel owned by VT Halter Inc. The vessel struck the Holdings Docks located at 601 Industrial Road, Pascagoula, Mississippi. The original claim of MPC was in the amount of $2,986,000.00. Under the existing insurance policy with Lexington Insurance Company, there was a $1M deductible with an additional $537,000.00 recoverable depreciation. This left a remainder of $1,448,000.00 that was immediately reimbursed to MPC.

MPC initiated legal action against Halter Marine as the builder of the vessel that crashed in the Holdings Docks. A subrogation suit ensued against Halter Marine and MPC received over $400,000.00 (after deduction of legal expenses).

There was additional coverage related to business interruption insurance. MPC submitted an early estimate but later determined that some of the costs listed were not actually incremental costs. MPC then revised the amount down to $75,000.00 based on the incremental cost actually received. Of the $75,000.00, approximately $48,000.00 relates to costs incurred during the first thirty (30) days after the damage to the Holdings Docks which is within the deductible period. As a result, MPC is now only to receive approximately $27,000.00. The $27,000.00 remains outstanding.

Schedule 5.5(b) – Sellers Disclosure Schedule

Notices of Cancellation or Nonrenewal with Respect to, Disallowance of any Claim, or Reservation of Rights with Respect to any Claim under, or Increase of Premium for, any Casualty Insurance Policy Received by Sellers

None.

Schedule 6.3(b) – Purchaser Disclosure Schedule

Required Governmental Consents or Regulatory Approvals

1. File a new application with the Mississippi Department of Marine Resources to obtain a Dredging Permit to replace expired permit No. DMR 070395.
2. File a new application with the Department of the Army to obtain a dredging permit to replace the expired Maintenance Dredging Permit No. SAM-2007-1925-JBM.
3. The MDEQ must issue new Water Quality Certifications related to the new dredging permit because Mississippi Water Quality Certification Nos. WQC-1989046, WQC-1998122, and WQC-2007115 were related to the expired dredging permit.
4. Mississippi Department of Environmental Quality (MDEQ) consent is needed to become a copermittee with the Environmental Trust on the Water Pollution Control (NPDES) Permit No. MS0003115.
5. MDEQ consent is needed to become a copermittee with the Environmental Trust on Mississippi Air Pollution Control Title V Construction and Operating Permit 1280-00044.
6. Apply to MDEQ for a new Mississippi Hazardous Waste Management Regulations Generator ID (EPA ID).
7. The Federal Communications Commission must consent to transfer of the following Radio Licenses, Call Signs:
   a. KJG255
   b. KU8240
   c. KV874
   d. KWW697
8. Notify the Mississippi State Department of Health, Boiler and Pressure Vessel Safety Branch of the change of ownership of the following Boiler or Pressure Vessels, Serial numbers
   a MS049051-14V
   b MS049051-14P
9. Notify the Mississippi Emergency Management Association of change in ownership and split of the facility with regard to EPCRA reporting
10. Notify National Response Center, State Emergency Response, and Local Emergency Response of a continuous and stable release notification.
11. File with the MDEQ a renewal or a new application for Beneficial Use Water Withdrawal Permit
12. Notification to Mississippi Department of Health regarding the Potable Water Permit.

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SCHEDULE 2.1(f)

Revised Schedule 2.1(f)

All Rights, Claims and Benefits Under All Insurance Policies, Including Casualty Insurance Policies Insuring the Purchased Assets

Policy Period: Before 2011

1. Phosphate Holdings, Inc. – Excess Liability Policy No. XCPG2208074A American Insurance Group 12/22/2004 – 12/22/2005.
2. Mississippi Phosphates Corporation – Commercial General Liability Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh PA 12/22/2004 – 12/22/2005.
3. Mississippi Phosphates Corporation & Phosphates Holdings Inc. – Excess Liability Indemnity Policy No. C004323/001 Allied World Insurance Company LTD. 12/22/2004 – 12/22/2005.
4. Mississippi Phosphates Corporation – Boiler and Machinery, Commercial Auto Policy No. GL4571936 American International Group 12/22/2004 – 12/22/2005.
5. Mississippi Phosphates Corporation & Phosphates Holdings Inc. – Commercial Umbrella Liability Policy with Crisis Response No. BE2685217 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2004 – 12/22/2005.
6. Mississippi Phosphates Corporation – Excess Liability Policy No. 4571936 American Insurance Group 12/22/2005 – 12/22/2006.
7. Phosphates Holding Inc. & Mississippi Phosphates Corporation – Commercial Umbrella Liability Policy No. 4952414 Crisis Response 12/22/2005 - 12/22/2006.
8. Phosphates Holdings Inc. & Mississippi Phosphates Corporation – Excess Liability Policy No. XCPG23572771 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2005 – 12/22/2006.
9. Phosphate Holdings, Inc. – Excess Liability Policy No. 4135648 Lexington Insurance Company 12/22/2005 – 12/22/2006.
10. Phosphate Holdings, Inc. – Excess Liability Policy No. 1059235 Lexington Insurance Company 12/22/2006 – 12/22/2007.
11. ~~Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Excess Liability Policy No. XCPG23871014 Ace American Insurance Company 12/22/2006 – 12/22/2007.~~
12. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2006 – 12/22/2007.
13. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. Umbrella Policy No. BE7234819 American Insurance Group 12/22/2006 – 12/22/2007.
14. ~~Mississippi Phosphate Corporation – Excess Liability Catastrophe Policy No. XCPG23889237 ACE American Insurance Company 12/22/2007 – 12/22/2008.~~
15. Phosphate Holdings, Inc. – Excess Insurance Policy No. 3030774 Lexington Insurance Company 12/22/2007 to 12/22/2008.
16. Phosphate Holdings, Inc. – Excess Insurance Policy No. 3030774 Endorsement #013 Lexington Insurance Company 12/22/2007 – 12/22/2008.
17. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.
18. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Endorsement #001 Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.
19. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. Commercial Umbrella Liability Policy with Crisis Response Policy No. BE7250753 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.

20. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. – Endorsement #21 Commercial Umbrella Liability Policy with Crisis Response Policy No. BE7250753 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2007 – 12/22/2008.
~~21. Mississippi Phosphates Corporation Phosphates Holdings Inc. – Excess Umbrella Liability Policy No. XCPG24650005 Ace American Insurance Company 12/22/2008 – 12/22/2009.~~
22. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009.
23. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Endorsement #001 Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009.
24. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. –Commercial Umbrella Liability Policy with Crisis Response Policy No. BE7250859 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2008 – 12/22/2009.
25. Phosphate Holdings, Inc. – Follow Form Excess Insurance Policy No. 001146734 Lexington Insurance Company 12/22/2008 – 12/22/2009.
~~26. Mississippi Phosphates Corporation – Excess Liability Catastrophe Policy No. XCPG24903849 ACE American Insurance Company 12/22/2009 – 12/22/2010.~~
27. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
28. Mississippi Phosphates Corporation, Phosphates Holding, Inc. – Endorsement #004 – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
29. Mississippi Phosphates Corporation – Follow Form Excess Liability Policy No. 047713583 Lexington Insurance Company 12/22/2009 – 12/22/2010.
30. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. – Excess Casualty, Commercial Umbrella Liability Policy with Crisis Response Policy No. BE4695903 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
31. Mississippi Phosphates Corporation, Phosphates Holdings, Inc. – Endorsements #s 24-25, Excess Casualty, Commercial Umbrella Liability Policy with Crisis Response Policy No. BE4695903 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2009 – 12/22/2010.
32. Mississippi Phosphates Corporation – Follow Form Excess Liability Policy No. 047713583 (followed from BE21446421, National Union Fire Insurance Company), Lexington Insurance Company. 12/22/2010 – 12/22/2011.
~~33. Mississippi Phosphate Corporation – Excess Liability Catastrophe Policy No. XCPG25829165 ACE American Insurance Company 12/22/2010 – 12/22/2011.~~
34. Mississippi Phosphates Corporation – Commercial General Liability Declarations Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 – 12/22/2011.
35. Mississippi Phosphates Corporation. – Commercial Umbrella Liability Policy with Crisis Response Policy No. BE21446421 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 – 12/22/2011.
36. Mississippi Phosphates Corporation – Endorsement #26, Schedule of Underlying Insurance Policy No. BE21446421 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2010 – 12/22/2011.
37. Phosphate Holdings, Inc. – Endorsement #007, Schedule of Named Insured – Policy No. 047713583 Lexington Insurance Company 12/22/2011 – 12/22/2012.
~~38. Phosphate Holdings, Inc. – Excess Liability Insurance Policy No. XCQG25835426 Ace Property and Casualty Insurance Company 12/22/2011 – 12/22/2012.~~
39. Phosphate Holdings, Inc. – Commercial General Liability Insurance Policy No. GL4571963 National Union Fire Insurance Company of Pittsburgh, PA.

40. Phosphate Holdings, Inc. – Endorsement #CHG001, Commercial General Liability Insurance Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
41. Phosphate Holdings, Inc. – Commercial Umbrella Liability Insurance Policy No. BE12816071 National Union Fire Insurance Company of Pittsburgh, PA 12/22/2011 – 12/22/2012.

Policy Period: December 22, 2012 – December 22, 2013

1. Phosphate Holdings, Inc. – Property Insurance Policy No. 63818166 National Union Fire Insurance Company of Pittsburgh, PA.
2. Phosphate Holdings, Inc. – Property Insurance Policy No. 120899 Lloyds Syndicate.
3. Mississippi Phosphates Corporation. – Property Insurance Policy No. P121677 Lloyd's Syndicate.
4. Mississippi Phosphates Corporation – Boiler and Pressure Vessel Liability Insurance Policy No. 151015 Arise Boiler Inspection and Insurance Company Risk Retention Group.
5. Phosphate Holdings, Inc. – Casualty, Commercial Auto Policy No. CA-146-91-96 Granite State Insurance Company.
6. Phosphate Holdings, Inc. – Casualty Excess Liability Policy No. 047713583 Lexington Insurance Company.
7. Mississippi Phosphates Corporation – Casualty, Marine Ocean Cargo Policy No. ZOC-12P19287-12-ND Travelers Property Casualty Company of America.
8. ~~Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Casualty, Commercial Insurance Policy No. D38275616001 Ace American Insurance Co.~~
9. Phosphate Holdings, Inc. – Casualty, General Liability Policy No. GL-457-19-36 National Union Fire Insurance Company of Pittsburgh, PA.
10. Phosphate Holdings, Inc. – Casualty, Umbrella Liability Policy No. BE12816137 National Union Fire Insurance Company of Pittsburgh, PA.
11. Phosphate Holdings, Inc. – Endorsement #026 Casualty, Umbrella Liability Policy No. BE12816137 National Union Fire Insurance Company of Pittsburgh, PA.
12. Mississippi Phosphates Corporation – Casualty, Hull & Machinery, Protection & Indemnity Policy No. ZOH-14T74277-12-ND Travelers Property Casualty Company of America.
13. Mississippi Phosphates Corporation – Casualty, Marine Liability Policy No. ZOL-14T74173-12-ND Travelers Property Casualty Company of America.
14. ~~Phosphate Holdings, Inc. – Excess Liability Insurance Policy No. XCQG27046708~~ Ace ~~Property and Casualty Insurance Company.~~
15. Phosphates Holdings, Inc. – Commercial General Liability Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
16. Phosphates Holdings, Inc. – Workers Compensation and Employers Liability Policy No. WC 025-05-2331 New Hampshire Insurance Company.

Policy Period: December 22, 2013 – December 22, 2014

1. Phosphate Holdings, Inc. – Property Policy No. 4N565468007 Liberty Mutual Insurance Company.
2. Phosphate Holdings, Inc. – Property Policy No. 65305445 National Union Fire Insurance Company of Pittsburgh, PA.
3. Mississippi Phosphates Corporation – Property Policy No. B0180PG1321677 Lloyd's Syndicate.
4. Mississippi Phosphates Corporation – Property Policy No. PG1320899 Lloyd's Syndicate.
5. Mississippi Phosphates Corporation – Boiler and Pressure Vessel Liability Insurance Policy No. 153060 Arise Boiler Inspection and Insurance Company Risk Retention Group.
6. Mississippi Phosphates Corporation, Phosphate Holdings Inc. – Marine Ocean Cargo Policy No. ZOC-12P19287-12-ND Travelers Property Casualty Company of America.

7. Phosphate Holdings, Inc. – Casualty, Commercial Auto Policy No. 146-91-96 Granite State Insurance Company.
8. Phosphate Holdings, Inc. – Casualty, Umbrella Liability 1st Layer Policy No. BE 12816187 National Union Fire Insurance Company of Pittsburgh, PA.
9. Phosphate Holdings, Inc. – Casualty, Excess Liability 2nd Layer Policy No. 047713583 Lexington Insurance Company.
10. Phosphate Holdings, Inc. – Casualty, Excess Liability 3rd Layer Policy No. XCQ G27368785 National Union Fire Insurance Company of Pittsburgh, PA.
11. ~~Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Casualty, Foreign Liability Policy No. D38275616002 Ace American Insurance Co.~~
12. Phosphate Holdings, Inc. – Casualty, General Liability Policy No. GL-457-19-36 National Union Fire Insurance Company of Pittsburgh, PA.
13. Phosphate Holding Inc., & Mississippi Phosphates Corporation – Casualty, Hull & Machinery, Protection & Indemnity Policy No. ZOH-14T74277-13-NDTravelers Property Casualty Company of America.
14. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Casualty, Marine Liability Policy No. ZOL-14T74173-12-ND Travelers Property Casualty Company of America.
15. ~~Phosphate Holdings, Inc. – Excess Liability Insurance Policy No. XCQG27368785 Ace Property and Casualty Insurance Company.~~
16. Phosphates Holdings, Inc. – Commercial General Liability Policy No. GL4571936 National Union Fire Insurance Company of Pittsburgh, PA.
17. Phosphate Holdings, Inc. – Commercial Umbrella Liability Policy No. BE12816187 National Union Fire Insurance Company of Pittsburgh, PA.
18. Phosphate Holdings, Inc. – Endorsement #026, Commercial Umbrella Liability Policy No. BE12816187 National Union Fire Insurance Company of Pittsburgh, PA.
19. Phosphates Holdings, Inc. – Workers Compensation Policy No. WC 025-05-2330 National Union Fire Insurance Company.

Policy Period: December 22, 2014 – December 22, 2015

1. Phosphate Holdings, Inc. – AIG Umbrella Liability Policy No. BE84160074 National Union Fire Insurance Company of Pittsburgh, PA.
2. Phosphate Holdings, Inc. & Mississippi Phosphates Corporation – Property Policy No. PG1420899 Lloyd's Syndicate.
3. Phosphate Holdings, Inc. – AIG Property Policy No. 65305525 National Union Fire Insurance Company of Pittsburgh, PA & Lexington Insurance Company.
4. Mississippi Phosphates Corporation – RKH Property Policy No. B0180PG1421677 Lloyd's Syndicate.

SCHEDULE 2.2(a)

Schedule 2.2(a)

Cash

The amount of cash to be retained by Sellers and included in "Excluded Assets" at the Closing shall be adjusted and mutually agreed upon by Sellers and Purchaser depending on the actual Closing Date, and this Schedule 2.2(a) to the Asset Purchase Agreement will be modified to reflect such adjustment and mutual agreement at the Closing.