

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

In re:)
)
MISSISSIPPI PHOSPHATES)
CORPORATION, et al.¹)
)
)
Debtors)
_____)

**CASE NO. 14-51667-KMS
Chapter 11**

Jointly Administered

**AFFIDAVIT OF JONATHAN J. NASH IN SUPPORT
OF DEBTORS' APPLICATION TO EMPLOY
MOTLEY RICE LLC AS SPECIAL COUNSEL FOR DEBTORS**

Jonathan J. Nash, after first being duly sworn, deposes and states as follows:

1. I am the Chief Restructuring Officer ("**CRO**") of Mississippi Phosphates Corporation (the "**Company**" or "**MPC**"), one of the Debtors herein.

2. I have served as CRO of the Debtors since the effective date of the *Amended Order Authorizing the Debtors pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (I) Retain Deloitte Transactions and Business Analytics LLP to Provide the Debtors with a Chief Restructuring Officer, and (II) Designate Jonathan J. Nash as Chief Restructuring Officer for the Debtors Nunc Pro Tunc to November 10, 2014* [Dkt. # 367].

3. As CRO, I oversee all of the Debtors' operations with respect to the bankruptcy case as detailed in the Debtors' *Application of the Debtors Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (I) Retain Deloitte Transactions and Business Analytics LLP to Provide the Debtors*

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**."

with a Chief Restructuring Officer, and (II) Designate Jonathan J. Nash as Chief Restructuring Officer for the Debtors Nunc Pro Tunc to November 10, 2014 [Dkt. # 205].

4. I have substantial experience in providing restructuring and reorganization services both as a Principal of Deloitte Transactions and Business Analytics LLP (“*DTBA*”) and, previously, as a Managing Partner of CRG, LLC.

5. I am familiar with the retention and material terms of the engagement of Joseph F. Rice and his law firm, Motley Rice LLC (collectively, “*Motley Rice*”) in its proposed representation of the Debtors in these Bankruptcy Cases.

6. I am also generally familiar with the legal reputation of Motley Rice as one of the foremost firms in the United States in handling mass tort claims.

7. I am familiar with the provisions and requirements of Sections 2 C. and D. of the Settlement Agreement.² Motley Rice will serve the Debtors with respect to the filing and prosecution of the BP Claim and to provide advice, analysis, and counsel with respect to the pursuit of the BP Claim.

8. Specifically, Motley Rice will be retained on a contingency fee basis, plus expenses, so that to the extent the BP Claim is the property of the bankruptcy estates, the BP Claim can be prosecuted by Motley Rice to maximize the value of the BP Claim in a seamless manner.

9. Although the Settlement Agreement mandates the retention of Motley Rice, the retention of Motley Rice is also sought independently of the Settlement Agreement for the benefit of the bankruptcy estates, to the extent they have an interest in the BP Claim.

10. The retention of Motley Rice also has the support of the Committee.

² All defined terms in this Affidavit shall have the same meaning as the defined terms set forth in the *Application to Employ Motley Rice LLC as Special Counsel for Debtors* (the “*Application*”) [Dkt. # 514] except as otherwise set forth herein.

11. I have substantial prior experience in dealing with and managing lawyers and other professionals. The Debtors have established the following procedures to supervise the Motley Rice fees and expenses to manage costs:

(a) Motley Rice's contingent fee is to be paid on the same terms and conditions as in the retention papers between Motley Rice and PHI, so there will be only a single fee to Motley Rice regardless of whether the BP Claim is determined to be an asset of these bankruptcy estates;³

(b) I intend to communicate with Motley Rice through periodic calls and correspondence concerning the status of the prosecution of the BP Claim;

(c) There is no other attorney for the estate who will be involved with the prosecution of the BP Claim, so there will be no duplication of effort or need to coordinate work between or among attorneys;

(d) I sought to retain a firm with a reputation for obtaining significant recoveries for its clients in mass tort claims and which provides value for its clients; and

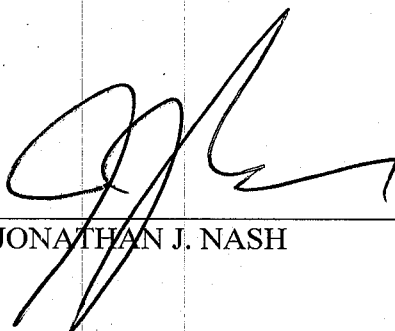
(e) I sought to retain a firm that is willing to handle this matter on a reasonable contingency fee basis.

12. In the short time I have served as CRO of the Debtors, it is my view that Motley Rice fulfills the requirements of what I am seeking in a law firm to prosecute the BP Claim.

³ That fee is set forth on page 1 of the Motley Rice LLC Contract (with PHI) of Investigation and Representation (the "**Motley Rice Contract**") (see page 1 of **Exhibit A** to the Application). That fee is 10% (which is appropriate under 11 U.S.C. § 328(a)) of any gross recovery on the BP Claim including all recoveries by PHI and/or the Debtors (the "**Claimants**"). If the BP Claim (or any portion thereof) is appealed to the District Court or Court of Appeals for the Fifth Circuit, the Claimants will pay Motley Rice attorneys' fees of 20% of any gross recovery; provided, that the forgoing shall not apply to any appeal to an administrative panel in accordance with the BP Settlement Agreement claims process (in which case the fee shall be 10%). Such Fees will be calculated based on the gross amount of any recovery by the Claimants prior to the deduction of any expenses. Motley Rice will deduct from these Fees any hold back requirement set forth in the BP MDL Court's January 18, 2012, order, or any subsequent applicable order in MDL No. 2179. Any expenses directly related to and incurred in PHI's claim will be deducted from the Claimants share of any recovery on PHI's claim. The Motley Rice Contract and the Approved Counsel Letter Agreement thereto (included in **Exhibit A** to the Application as attachment A to the Motley Rice Contract), will be amended, upon this Court's approval of this Application, to include the Debtors as parties thereto.

13. Further, it is my view that the proposed contingent fee arrangement is beneficial and will provide value to these bankruptcy cases.

FURTHER AFFIANT SAYETH NAUGHT.

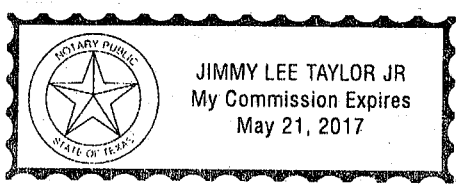


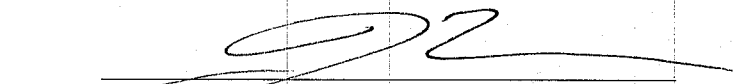
JONATHAN J. NASH

STATE OF Texas

COUNTY OF Travis

SWORN TO AND SUBSCRIBED BEFORE ME, this the 9 day of March, 2015.





Notary Public

ButlerSnow 24929679v3