

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

In re:)	
)	
MISSISSIPPI PHOSPHATES)	
CORPORATION, <i>et al.</i> , ¹)	CASE NO. 14-51667-KMS
)	Chapter 11
)	
)	(Jointly Administered)
Debtors)	
)	

OBJECTION OF TRAMMO, INC. TO
MOTION OF DEBTORS TO DETERMINE CURE AMOUNTS FOR
EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE
ASSUMED AND ASSIGNED AS PART OF THE SALES MOTION

[Dkt. #512]

Trammo, Inc. (formerly known as Transammonia, Inc.), a creditor and party in interest (“**Trammo**”), by and through its attorneys, respectfully files this objection to the *Motion of Debtors to Determine Cure Amounts for Executory Contracts and Unexpired Leases That May Be Assumed and Assigned as Part of the Sales Motion* [Dkt. #512] (the “**Cure Amount Motion**”).²

1. Among the numerous executory contracts and unexpired leases of the Debtors listed in Exhibit “A” to the Cure Amount Motion is the “Amended and Restated Anhydrous

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 (“**MP**C”), Case No. 14-51667, Ammonia Tank Subsidiary, Inc. (“**AT**S”), Case No. 14-51668 and Sulfuric Acid Tanks Subsidiary, Inc. (“**SAT**S”), Case No. 14-51671. These chapter 11 cases are sometimes referred to as the “**Bankruptcy Cases**.”

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Cure Amount Motion. This objection is referred to herein as the “**Trammo Objection**.”

Ammonia Sales Contract” dated May 6, 2010 between MPC and Trammo (“**Purchase Agreement**”), pursuant to which MPC is entitled to purchase from Trammo anhydrous ammonia, for which MPC is obligated to make certain payments to Trammo. Attached hereto as Exhibit “1” is a true copy of the Purchase Agreement.

2. The Debtors allege on page 21 of the Cure Amount Motion that the cure amount for the Purchase Agreement is \$1,481,729.65.

3. On February 19, 2015, Trammo filed in the Bankruptcy Cases its Proof of Claim #129 in the amount of \$1,808,473.62, for which MPC was indebted to Trammo as of the Petition Date, and is in default, under and in accordance with the Purchase Agreement. Attached as exhibits to Proof of Claim #129 are true copies of the invoices and other documentary evidence of the \$1,808,473.62 amount for which MPC is in default. A true copy of Proof of Claim #129 and the exhibits thereto are attached hereto as Exhibit “2”.

4. As evidenced by the exhibits to Proof of Claim #129, the correct cure amount for the Purchase Agreement is \$1,808,473.62, not the \$1,481,729.65 listed in the Cure Amount Motion.

WHEREFORE, premises considered, Trammo respectfully requests that the Court enter an order granting it the following relief:

A. Finding that the cure amount for the Purchase Agreement is \$1,808,473.62, and that this Trammo Objection should be granted;

B. Ordering that the Debtors may assume, or assume and assign, the Purchase Agreement only after complying with the requirements of 11 U.S.C. §365(b)(1), including those provisions relating to the Debtors’ cure obligations; and

C. Granting Trammo such other and further relief as is just and proper.

Respectfully Submitted,

TRAMMO, INC.

By: /s/ James W. O'Mara

James W. O'Mara, MS Bar No. 3929
Richard Montague, MS Bar No. 3711
PHELPS DUNBAR LLP
4270 I-55 North
Jackson, Mississippi 39211
Post Office Box 16114
Jackson, Mississippi 39236-6114
Telephone: (601) 352 2300
Facsimile: (601) 360 9777
omaraj@phelps.com
richard.montague@phelps.com
www.phelpsdunbar.com

ATTORNEYS FOR TRAMMO, INC.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading was filed electronically through the Court's ECF system and that the same was served electronically on all parties enlisted to receive service electronically and was also served by U.S. Mail on the following listed parties required to be served under Federal and Local Rules of Bankruptcy Procedure:

Attorneys for the Debtors:

Stephen W. Rosenblatt
Paul S. Murphy
Christopher R. Maddux
J. Mitchell Carrington
Thomas M Hewitt
Butler Snow LLP
1020 Highland Colony Parkway
Suite 1400
Ridgeland MS 39157

**Attorneys for the Official Committee of
Unsecured Creditors:**

Derek Meek
Marc Solomon
Burr & Forman, LLP
420 North 20th St.
Suite 3400
Birmingham, AL 35203

Ben Cresswell
Kasee S. Heisterhagen
Burr & Forman, LLP
P.O. Box 2287
Mobile, AL 36652

U.S. Trustee:

Christopher James Steiskal, Sr.
United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201

Attorneys for the DIP Agent:

Robert Alan Byrd
P.O. Box 1939
Biloxi, MS 39533

Karl D. Burrer
Haynes and Boone, LLP
1221 McKinney Street
Suite 2100
Houston, TX 77010

Trevor R. Hoffman
Lenard M. Parkins
Haynes and Boone, LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112

SO CERTIFIED, this 16th day of March, 2015.

/s/ James W. O'Mara
James W. O'Mara