

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 MISSISSIPPI AMMONIA LEASING, 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]

Mississippi Ammonia Leasing, Inc., a wholly-owned subsidiary of Trammo, Inc. (formerly known as Transammonia, Inc.), a party in interest (“MAL”), 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 “Industrial Lease” dated May 6, 2010

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 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 “**MAL Objection**.”

between MPC and MAL (“**Industrial Lease**”). MPC subsequently assigned to ATS its interest in the Industrial Lease. Under the terms of the Industrial Lease, ATS, as landlord and lessor, leases to MAL, as tenant and lessee, certain premises including, among other things, the ammonia tank located on the property of MPC at Pascagoula, MS. Attached hereto as Exhibit “1” is a true copy of the Industrial Lease.

2. The Debtors allege on page 17 of the Cure Amount Motion that the cure amount for the Industrial Lease is \$0.00.

3. Pursuant to the terms of the Industrial Lease, MAL is obligated to make certain rent payments to ATS and to perform other obligations, all of which have been made and performed by MAL, so that no default by MAL exists under the Industrial Lease.

4. Pursuant to the terms of the Industrial Lease, including but not limited to Section 6 thereof, ATS is obligated to perform certain maintenance of the leased premises and to perform other obligations to MAL. MAL contends that ATS has defaulted in performing its obligations under the Industrial Lease, and MAL is investigating the monetary amounts necessary for ATS to cure such defaults. When MAL has determined such monetary cure amounts concerning the Industrial Lease, it will supplement this MAL Objection with that information.

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

A. Authorizing MAL to supplement this MAL Objection with further information concerning the monetary cure amount for the Industrial Lease;

B. Finding the accurate cure amount for the Industrial Lease, and that this MAL Objection should be granted;

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

D. Granting MAL such other and further relief as is just and proper.

Respectfully Submitted,

MISSISSIPPI AMMONIA LEASING, INC.

By: /s/ James W. O'Mara

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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:

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

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