

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

<p><b>In re:</b> )</p> <p style="padding-left: 100px;">) )</p> <p><b>MISSISSIPPI PHOSPHATES</b> )</p> <p style="padding-left: 40px;"><b>CORPORATION, et al.</b><sup>1</sup> )</p> <p style="padding-left: 100px;">) )</p> <p><b>Debtors</b> )</p> <hr style="width: 40%; margin-left: 0;"/>	<p><b>CASE NO. 14-51667-KMS</b></p> <p><b>Chapter 11</b></p> <p><b>(Jointly Administered)</b></p>
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**NOTICE OF DEBTORS’ APPLICATION OF THE DEBTORS PURSUANT TO 11 U.S.C. §§ 105(A) AND 363(B) TO (I) RETAIN MEADOWLARK ADVISORS, LLC 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 MAY 29, 2016**  
[Dkt. #1602]

**PLEASE TAKE NOTICE** that Opus Management Group Jackson, LLC, the debtor and debtor-in-possession herein (“**Debtor**”), has filed with the United States Bankruptcy Court the *Application of the Debtors Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (I) Retain Meadowlark Advisors 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 May 29, 2016* (the “**Application**”) [Dkt. #1602]. This Notice, as well as a copy of the Application, which is attached hereto as **Exhibit 1**, is being sent to all parties listed on the Shortened Service List,<sup>2</sup> a copy of which is attached hereto as **Exhibit 2**.

**NOTICE IS FURTHER GIVEN** that any objection or other response to the Application must be in writing and must be (i) filed with the Clerk of Court for the United States Bankruptcy Court, Southern District of Mississippi, 501 East Court Street, Suite 2.300, Jackson, Mississippi; and (ii) served upon the Debtors’ attorney, Stephen W. Rosenblatt, Butler Snow LLP, Post Office Box 6010, Ridgeland, MS 39158-6010, on or before Wednesday, August 10, 2016.

**NOTICE IS FURTHER GIVEN** that in the event no written objection or other responsive pleading is timely filed, the Court may consider and rule upon the Motion *ex parte*.

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<sup>1</sup> 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**.”

<sup>2</sup> On January 26, 2015, the Court entered its *Order Approving Motion of the Debtors to Establish Limited Service List* [Dkt. # 425]. The “**Shortened Service List**” is those parties specified in that Order, as the Shortened Service List may be updated and amended from month to month.

Dated: July 20, 2016.

By: /s/ Stephen W. Rosenblatt

Stephen W. Rosenblatt (Miss. Bar No. 5676)  
Christopher R. Maddux (Miss. Bar No. 100501)  
Thomas M. Hewitt (Miss. Bar No. 104589)  
BUTLER SNOW LLP  
1020 Highland Colony Parkway, Suite 1400  
Ridgeland, MS 39157  
Telephone: (601) 985-4504  
ATTORNEYS FOR THE DEBTOR

**CERTIFICATE OF SERVICE**

I certify that the foregoing Motion was filed electronically through the Court's ECF system and thereby served on all parties enlisted to receive service electronically and mailed by U. S. Postal Service, postage prepaid, to all parties listed on **Exhibit "2"**.

SO CERTIFIED, this the 20<sup>th</sup> day of July, 2016.

/s/ Stephen W. Rosenblatt  
THOMAS M. HEWITT

**EXHIBIT "1"**

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

<p><b>In re:</b> )</p> <p style="padding-left: 40px;">) )</p> <p><b>MISSISSIPPI PHOSPHATES</b> )</p> <p style="padding-left: 40px;"><b>CORPORATION, et al.</b><sup>1</sup> )</p> <p style="padding-left: 40px;">) )</p> <p><b>Debtors</b> )</p> <hr style="width: 50%; margin-left: 0;"/>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>CASE NO. 14-51667-KMS</b></p> <p><b>Chapter 11</b></p> <p><b>Jointly Administered</b></p>
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**APPLICATION OF THE DEBTORS PURSUANT TO 11 U.S.C. §§ 105(A) AND 363(B)  
TO (I) RETAIN MEADOWLARK ADVISORS, LLC 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 MAY 29, 2016**

Mississippi Phosphates Corporation, *et al.*, the Debtors and debtors-in-possession (collectively, the “*Debtors*”) in these jointly administered chapter 11 cases, by and through the undersigned attorneys, file this *Application of the Debtors Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (I) Retain Meadowlark Advisors 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 May 29, 2016* (the “*Application*”), pursuant to the terms and conditions of that certain letter agreement between Meadowlark Advisors, LLC (“*Meadowlark*” or the “*Firm*”) and the Debtors (the “*Engagement Letter*”),<sup>2</sup> dated effective as of May 29, 2016 (the “*Retention Date*”) as the Engagement Letter may be modified by any Order approving this Application. In this

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<sup>1</sup> 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 Debtors 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*.”

<sup>2</sup> A true and correct copy of the Engagement Letter is attached hereto as **Exhibit A** and is incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Engagement Letter. In the event of any inconsistencies between the description of the Meadowlark engagement described in this Application and the terms of the Engagement Letter, the Engagement Letter shall control.

Application, the Debtors seek to retain Meadowlark to provide the Debtors with a Chief Restructuring Officer (the “*CRO*”) from the Retention Date through the Effective Date of the First Amended Joint Plan [Dkt. # 1168] (the “*Plan*”) and (b) retain Jonathan J. Nash (“*Nash*”) as the CRO for the Debtors *nunc pro tunc* to May 29, 2016. In support thereof, the Debtors state as follows:

### **JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 105(a), 363(b), 1107(a), 1108 and other applicable sections of the United States Bankruptcy Code. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

### **BACKGROUND**

2. On October 27, 2014 (the “*Petition Date*”), the Debtors filed their voluntary petitions for relief and thereby commenced these bankruptcy cases under chapter 11, title 11 of the United States Code (the “*Bankruptcy Code*”), in the United States Bankruptcy Court for the Southern District of Mississippi, Southern Division (the “*Court*”).

3. Pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are operating their business and managing the properties as debtors-in-possession.

4. On November 12, 2014, the United States Trustee for the Southern District of Mississippi (the “*United States Trustee*”) appointed an Official Committee of Unsecured Creditors (the “*Committee*”).

5. On November 10, 2014, the Debtors selected Deloitte Transactions and Business Analytics LLP (“*DTBA*”) to provide the Debtors with a CRO and to designate Nash as the CRO.

6. On November 18, 2014, the Debtors filed the *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 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* (the “**DTBA Retention Application**”). The Initial Retention Application set forth the background and work experience of Nash and his qualifications to serve as the CRO for the Debtors.

7. On December 15, 2014, the Court entered the *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. # 318] (the “**DTBA Retention Order**”).

8. Effective as of May 29, 2016, Nash left DTBA and formed Meadowlark. To ensure continuity of representation, the Debtors request that Meadowlark be substituted for DTBA as the provider of a CRO, effective as of May 29, 2016, subject to this Court’s approval, but that Nash continue to serve as the CRO through and until the Effective Date of the Plan. Deloitte does not object to Meadowlark and Nash being named as the CRO for the Debtors.

## **APPLICATION**

### **I. The Meadowlark Advisors, LLC Engagement**

9. The Debtors are familiar with the professional standing and reputation of Nash, who has a wealth of experience to provide consulting services in restructurings and reorganizations. Nash’s substantial experience in providing restructuring and reorganization services both as a Restructuring Principal of DTBA and, previously, as a Managing Partner of CRG Partners were set forth in the DTBA Retention Application and will not be repeated herein.

10. Nash has served as the CRO of the Debtors since November 10, 2014, and his background and knowledge of the Debtors will be beneficial to the bankruptcy estates going forward.

## **II. Terms of Engagement**

11. Subject to this Court's approval, pursuant to the terms of the Engagement Letter, Meadowlark agreed to provide the Debtors with a Chief Restructuring Officer, with Nash to serve in that capacity. The CRO, assisted by other personnel of Meadowlark, is anticipated to provide the following services (the "*Services*"), as requested by the Debtors and agreed to by Meadowlark:<sup>3</sup>

- Assist the Debtors obtain confirmation of the First Amended Joint Chapter 11 Plan;
- Oversee the relationship with Debtors creditors and parties in interest in the Bankruptcy Cases;
- Oversee the management of Client's liquidity issues;
- Oversee the implementation of Board-approved bankruptcy efforts of the Client, including being the Client's witness in the bankruptcy court on matters incident to the Client's bankruptcy cases; and
- Perform the day to day functions customarily and reasonably associated with the position of a Chief Restructuring Officer in companies of similar size and complexity.

12. Upon approval of its retention, Meadowlark will report to, and receive direction from the Board of Directors of the Debtors. Moreover, Nash will act under the direction, control, and guidance of the Board of Directors of the Debtors as long as he remains as the CRO.

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<sup>3</sup> The summary of the terms of the Engagement Letter set forth in this Application is for convenience only. Except as set forth below, to the extent of any discrepancies between such summary and the terms of the Engagement Letter, the Engagement Letter shall govern.

### III. Fees and Expenses

13. As set forth in the Engagement Letter, the rates Meadowlark would charge for its Engagement are as follows:

(a) Fees. Meadowlark's professional fees for the engagement including the CRO function will be at the flat rate of \$25,000 from the Retention Date to earlier of: (i) the Effective Date of the Plan; (ii) December 1, 2016; or (iii) the date the Bankruptcy Cases are converted to chapter 7 cases. Meadowlark will receive \$25,000 as a retainer from the Debtors for its Services.

(b) Expenses. Meadowlark also will be entitled to reimbursement of reasonable expenses incurred in connection with this engagement, including travel, meals and lodging, and delivery services.

(c) Payment. The retainer will be paid at the time the Bankruptcy Court approves this Application. All expenses will be billed to Client monthly and are payable upon receipt.

### IV. Indemnification

14. The Debtors shall indemnify and hold harmless Nash, Meadowlark, its subcontractors, and their respective personnel, including the CRO (collectively, the "***Indemnified Parties***") from and against any and all pending or threatened claims, demands, suits, investigations, proceedings, judgments, awards, liabilities, losses, damages, fees, and expenses incurred by any of the Indemnified Parties in connection with, arising out of or related to (whether from direct claims or third party claims) the Engagement, as more particularly set forth in the Engagement Letter (the "***Indemnification Agreement***"), except to the extent resulting from the bad faith or intentional misconduct of Meadowlark or its subcontractors. In addition to the above



indemnification, the CRO will receive the benefit of the most favorable indemnification and exculpation provisions provided by the Debtors to their directors, officers and similar employees pursuant to the Debtors' corporate charter and by-laws, by contract, by applicable law or otherwise.

15. The Debtors believe that the indemnity provisions described therein are similar to the indemnity provisions approved for DTBA in its prior role as CRO and are reasonable terms and conditions of Meadowlark's engagement. Further, courts generally hold that exculpation and indemnification clauses are permissible in retention agreements if the clauses are reasonable. Also, because such indemnification clauses do not exclude liability for gross negligence or willful misconduct, but merely restate the standard of care already in effect, they have been held to be unobjectionable, whether in a retention agreement or as a plan provision. *See, e.g., In re United Artists Theatre Co.*, 315 F.3d 217, 230 (3d Cir. 2003); *In re Friedman's, Inc.*, 2005 Bankr. LEXIS 3140 (Bankr. S.D. Ga. Nov. 23, 2005); *In re Enron Corp.*, 326 B.R. 497 (S.D.N.Y. 2005); *In re PWS Holding Corp.*, 228 F.3d 224 (3d Cir. 2000); *In re Firstline Corp.*, 2007 Bankr. LEXIS 286 (Bankr. M.D. Ga. Jan. 25, 2007).

16. These indemnity and expense reimbursement obligations: (i) will be in addition to any liability the Debtors may have to Meadowlark at common law or otherwise; (ii) will survive the expiration of Meadowlark's Engagement and the termination of these Bankruptcy Cases or any cases into which they may be converted; (iii) will apply to any modification of Meadowlark's Engagement and would remain in full force and effect following the completion or termination of the Engagement as amended or modified; and (iv) will be binding on any successor or assign of the Debtors.

17. The Debtors believe that the indemnity provisions described herein are reasonable terms and conditions of Meadowlark's Engagement and were, along with all terms of the Engagement Letter, negotiated by the Debtors and Meadowlark at arm's-length and in good faith. Meadowlark and the Debtors believe that the indemnity provision is comparable to those indemnification provisions generally obtained by restructuring management firms of similar stature to Meadowlark and for comparable engagements, both in court and out of court. The Debtors respectfully submit that the indemnification provisions contained in the Indemnification Agreement, viewed in conjunction with the other terms of Meadowlark's proposed retention, are reasonable and in the best interests of the Debtors, the bankruptcy estates and creditors in light of the fact that the Debtors require Meadowlark's services to maximize the value of the bankruptcy estates.

**V. Framework of the Engagement; Limitations on Scope of Engagement**

18. The Debtors seek to engage Meadowlark to provide financial-related advisory and restructuring services to the Debtors, as provided in the Engagement Letter. Meadowlark and Nash acknowledge they shall not take any action, or participate in activities which would cause Meadowlark or Nash to be deemed a "Person" within the meaning of RCRA Section 1004(15), 42 U.S.C. § 6903(15). The Debtors acknowledge that Meadowlark and Nash have no engineering or other expertise in environmental matters or in the compliance with RCRA, the Debtors' environmental obligations or any other issues pertaining to environmental issues or hazardous waste disposal. The Debtors have also acknowledged that they will make all appropriate decisions to comply fully with all such environmental obligations and that Meadowlark and Nash shall be entitled to rely on all financial information provided by the Debtors with regard to the necessary expenses and financial requirements to achieve such compliance. The Engagement will not

constitute an audit, review or compilation, or any other type of financial reporting engagement subject to the rules of the AICPA or other such state and national professional bodies.

## **VI. Reporting Requirements**

19. To maintain transparency, Meadowlark will file with the Court and serve on the Debtors, the United States Trustee, counsel to the Agent for the Debtors' pre-petition and post-petition secured lenders (the "**Lenders' Agent**") and the Committee (collectively, the "**Notice Parties**") at the end of its engagement a report of compensation earned and expenses incurred (the "**Compensation Report**"). The Compensation Report will summarize the services provided, identify the compensation earned, itemize expenses incurred, and provide for an objection period. All such compensation will be subject to review by this Court if an objection were to be filed.

## **LEGAL BASIS FOR RELIEF REQUESTED**

20. Section 363(b) of the Bankruptcy Code provides that, after notice and a hearing, a debtor may use property of the estate other than in the ordinary course of business. "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *see also, In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991); *In re Safety-Kleen Corp.*, No. 00-02303 (Bankr. D. Del. 2000); *In re Rangers Equity Holdings LP*, No. 10-43624 (Bankr. N.D. Tex. 2010); *In re Rangers Equity Holdings GP LLC*, No. 10-43625 (Bankr. N.D. Tex. 2010).

21. Courts have determined that retention of a chief restructuring officer is an appropriate exercise of a debtor's business judgment. *See, e.g., In re Residential Capital, LLC*, 504 B.R. 358 (Bankr. S.D. N.Y. 2014).

**I. The Debtors Have Exercised Sound and Prudent Business Judgment**

22. Entry into the Engagement Letter and retaining Nash as the CRO upon the terms set forth in the Engagement Letter, this Application, and any Order approving this Application would enable the Debtors most efficiently to maximize value of the bankruptcy estates. Thus, the Debtors believe that it would be in their best interests and in the best interests of the bankruptcy estates, the creditors, and other parties-in-interest for the Court to approve the Engagement Letter and the retention of Nash as CRO in accordance with the Engagement Letter, with such retention being deemed effective *nunc pro tunc* to May 29, 2016.

23. The Debtors believe that Meadowlark's fee structure is fair and reasonable in light of the type of services being provided and is comparable to or less than those generally charged by firms of similar stature to Meadowlark for comparable engagements. In addition, given the numerous issues Meadowlark may be required to address in these cases, Meadowlark's commitment to the variable level of time and effort necessary to address all such related issues as they arise, and the market prices for Meadowlark's services for engagements of this nature in an out-of-court context, the Debtors believe that the Meadowlark fee arrangement described above is fair and reasonable.

**II. The Proposed Retention Comports with the Bankruptcy Code**

24. Meadowlark will provide the Notice Parties with the Compensation Report. Because the Debtors are seeking to retain Meadowlark and Nash pursuant to Section 363 of the Bankruptcy Code and not under Section 327 of the Bankruptcy Code, Meadowlark is not subject to the compensation requirements of Sections 328, 330, and 331 of the Bankruptcy Code, and therefore, the Debtors request that the fees and expenses of Meadowlark incurred in the performance of the above-described services be treated as an administrative expense of the

Debtors' bankruptcy estates and to be paid by the Debtors in the ordinary course of business, without the need for Meadowlark to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses, other than those described above.

25. In addition, the Debtors are not seeking to retain Meadowlark as a professional under Section 327 of the Bankruptcy Code. Accordingly, there is no requirement for Meadowlark or Nash to be disinterested. *See* DANIEL F. DOOLEY ET AL., THE CHIEF RESTRUCTURING OFFICER'S GUIDE TO BANKRUPTCY: VIEWS FROM LEADING INSOLVENCY PROFESSIONALS 10 (ABI, 1st ed. 2013).

26. To the best of the Debtors' knowledge, information, and belief, however, Meadowlark does not have any interest materially adverse to the Debtors, the bankruptcy estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. Further, to the best of the Debtors' knowledge, information, and belief, Meadowlark has no connection with the Debtors, their creditors, or any other party-in-interest outside of Nash's previously disclosed participation in these Bankruptcy Cases.

27. Additionally, the Court's general equitable powers codified in Section 105(a) of the Bankruptcy Code provide ample authority for the relief requested herein. Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary to carry out the provisions of this title." *See* 11 U.S.C. § 105(a); *see also, United States v. Energy Res. Co.*, 495 U.S. 545, 549 (1990); *In re Continental Airlines*, 203 F.3d 203, 211 (3d Cir. 2000) ("Section 105(a) of the Bankruptcy Code supplements courts' specifically enumerated bankruptcy powers by authorizing orders necessary or appropriate to carry out provisions of the Bankruptcy Code."); *Baron & Budd, P.C. v. Unsecured Asbestos Claimants Comm.*, 321 B.R. 147, 166 (D.N.J.

2005) (reciting the power of the bankruptcy court to “. . . issue any order . . . that is necessary or appropriate to carry out the provisions of . . . [title 11]”).

**III. Nunc Pro Tunc Retention**

28. The Debtors submit that retroactive retention of Meadowlark is appropriate under the circumstances because, as described above, Meadowlark does not have any interest materially adverse to the Debtors, the bankruptcy estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. *See, e.g., In re Ark. Co.*, 798 F.2d 645, 650 (3d Cir. 1986).

29. Accordingly, for the reasons set forth above, the Debtors submit that entering into the Engagement Letter is a sound and prudent exercise of their business judgment, and they believe approval thereof, and of Nash as CRO *nunc pro tunc* to May 29, 2016, is in their best interest and the best interest of the bankruptcy estates, creditors, and other parties-in-interest.

30. Further, the Debtors request that the compensation, fees and expenses allowed to be paid to Meadowlark be paid by the Debtors.

31. The Debtors submit that the requested relief is a sound and prudent exercise of their business judgment and is in their best interests and that of the bankruptcy estates, their creditors, and all other parties-in-interest.

**NOTICE**

32. Notice of this Application will be given to the Office of the United States Trustee and all counsel and parties registered on the CM/ECF system for this bankruptcy cases. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice of the Application is required.

WHEREFORE, the Debtors respectfully request that this Court enter an order approving the Debtors' retention of Meadowlark Advisors, LLC to provide the Debtors with a Chief Restructuring Officer, and to Designate Jonathan J. Nash as the Chief Restructuring Officer for the Debtors *Nunc Pro Tunc* to May 29, 2016, all pursuant to the terms and conditions of the Engagement Letter, and to such other and further relief as may be just and proper under the circumstances.

THIS, the 20th day of July 2016.

Respectfully submitted,

MISSISSIPPI PHOSPHATES CORPORATION, *et al.*

By: /s/ Stephen W. Rosenblatt

Stephen W. Rosenblatt (Miss. Bar No. 5676)

Christopher R. Maddux (Miss. Bar No. 100501)

Paul S. Murphy (Miss. Bar No. 101396)

J. Mitchell Carrington (Miss. Bar No. 104228)

Thomas M. Hewitt (Miss. Bar No. 104589)

BUTLER SNOW LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Telephone: (601) 985-4504

Fax: (601) 985-4500

[Steve.Rosenblatt@butlersnow.com](mailto:Steve.Rosenblatt@butlersnow.com)

[Chris.Maddux@butlersnow.com](mailto:Chris.Maddux@butlersnow.com)

[Paul.Murphy@butlersnow.com](mailto:Paul.Murphy@butlersnow.com)

[Mitch.Carrington@butlersnow.com](mailto:Mitch.Carrington@butlersnow.com)

[Thomas.Hewitt@butlersnow.com](mailto:Thomas.Hewitt@butlersnow.com)

ATTORNEYS FOR DEBTORS

**CERTIFICATE OF SERVICE**

I certify that the foregoing pleading was filed electronically through the Court's ECF system and served electronically on all parties enlisted to receive service electronically and was separately served by e-mail on the following persons:

Office of the United States Trustee  
501 East Court Street  
Suite 6-430  
Jackson, MS 39201  
[USTPRegion05.AB.ECF@usdoj.gov](mailto:USTPRegion05.AB.ECF@usdoj.gov)

Christopher J. Steiskal, Sr., Esq.  
Office of the United States Trustee  
501 East Court Street  
Suite 6-430  
Jackson, MS 39201  
[Christopher.J.Steiskal@usdoj.gov](mailto:Christopher.J.Steiskal@usdoj.gov)

SO CERTIFIED, this the 20th day of July 2016.

/s/Stephen W. Rosenblatt  
STEPHEN W. ROSENBLATT



**Exhibit A**

***Engagement Letter***

31444311

July 13, 2016

Robert Kerley  
Mississippi Phosphates Corporation  
Post Office Box 848  
Pascagoula, MS 39568-0848

Re: Engagement of Meadowlark Advisors, LLC's Jonathan J. Nash as Chief Restructuring Officer

Dear Robert:

This letter confirms the engagement of Meadowlark Advisors, LLC ("Meadowlark") by Mississippi Phosphates Corporation and its subsidiaries (collectively, "Client" or "you")<sup>1</sup>, effective as of May 29, 2016, whereby Meadowlark will provide to Client a Chief Restructuring Officer, Jonathan J. Nash ("CRO"), and the services described below (the "Services").

UNDERSTANDING OF ROLE

As part of the Services, the CRO will have the following role with the Client:

- Report directly to the Board of Directors of Client (the "Board"), and make recommendations to the Board and consult with them regarding the Services;
- Work on a collaborative basis with the Board to develop plans and alternatives to formulate and implement the chapter 11 Plan of the Client and other related matters; and
- In consultation and coordination with the Board, to coordinate and manage the Services, including the performance of the Services by the CRO.

The CRO shall operate under the direction of the Board. Accordingly, the CRO shall have no liability to Client for any actions taken at the direction of, or which have been approved by, the Board, except as set expressly forth herein.

The CRO is anticipated to provide the following Services, as requested by Client and agreed to by CRO:

- Assist the Debtors obtain confirmation of the Client's Chapter 11 Plan (whether filed as its own plan or as a Joint Plan with the Official Committee of Unsecured Creditors);

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<sup>1</sup> The chapter 11 cases of the following affiliated debtors have been administratively consolidated for joint administration pursuant to the United States Bankruptcy Court for the Southern District of Mississippi's certain *Order Granting Motion of the Debtors 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**."

- Oversee the relationship with Debtors creditors and parties in interest in the Bankruptcy Cases;
- Oversee the management of Client's liquidity issues;
- Oversee the implementation of Board-approved bankruptcy efforts of the Client, including being the Client's witness in the bankruptcy court on matters incident to the Client's Bankruptcy Cases; and
- Perform the day to day functions customarily and reasonably associated with the position of a Chief Restructuring Officer in companies of similar size and complexity.

The CRO shall provide such other services as may be agreed to by CRO and Client in writing based on discussions with Client as the engagement progresses and additional information is obtained during the course of the engagement.

Client acknowledges that there is a potential that the CRO may need to decline to perform (or to continue to perform), limit, or restrict performance of any part of the Services, and Client agrees that CRO may do so if the CRO determines in its sole discretion that the performance of such part of the Services could create a conflict for the CRO, including a conflict with law, or independence or professional rules. In each case, the CRO shall identify with specificity the party involved and the scope of restriction or limitation on Services. Any part of the Services that the CRO declines to perform (or to continue to perform) pursuant to the first sentence of this paragraph are referred to as "Excluded Matters". Client and the Board acknowledge and agree that the CRO will take no part in Client's or the Board's deliberations or decisions regarding the Excluded Matters or in Client's implementation of such decisions relating thereto.

#### ENGAGEMENT STAFFING AND FEES

Jonathan J. Nash will be the CRO for the Client. The CRO will maintain overall responsibility for its engagement, and may be assisted, as appropriate, by other personnel. Technical support may also be provided by other professionals who will be identified during the course of this engagement. However, circumstances may occur that could result in changes to our anticipated staffing for this engagement. It is agreed, absent exigent circumstances, that the CRO generally will be available by phone Monday through Friday during the term of the engagement as may be required by the Client.

The CRO's professional fees for the engagement will be at the flat rate of \$25,000 from May 29, 2016, to earlier of the December 1, 2016, or the date the Bankruptcy Cases are converted to chapter 7 cases. Meadowlark received \$25,000 as a retainer from the Client for its Services. Meadowlark will be entitled to reimbursement of reasonable expenses incurred in connection with this engagement, including travel, meals and lodging, and delivery services. Expenses will be paid on the 15th day of each month for the previous month's expenses.

No other Services under this paragraph shall be provided to the Client without prior consultation with and approval by the Client and a prior agreement to include such fees in any budget and to insure the Client's ability to fund such fees. All fees and expenses will be billed to Client weekly and are payable upon receipt.

OTHER MATTERS

Client and the Board represent that this engagement and the role of the CRO as CRO have been the subject of a duly adopted resolution of the Board which shall be provided to the CRO at commencement of the Services.


The General Business Terms & Conditions applicable to this engagement are attached hereto as Appendix A and are incorporated herein by reference. Capitalized terms used in the attached General Business Terms & Conditions and not defined therein shall have the meanings given to such terms in this engagement letter. For the purposes of the attached General Business Terms & Conditions, the "Client" shall mean Mississippi Phosphates Corporation and its affiliates, and "Engagement Agreement" shall mean this engagement letter together with Appendix A and all other appendices hereto.

\*\*\*\*\*

If the foregoing represents your agreement, please sign the enclosed copy of this letter in the space provided and return it to me; or if you have any questions, please call me at (512) 527-4111. By signing this letter, you represent and warrant that Client has the authority to enter into this engagement letter. I very much appreciate this opportunity and look forward to working with you on this matter.

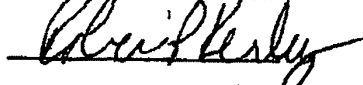
Very truly yours,

Meadowlark Advisors, LLC

  
By: Jonathan J. Nash

Agreed and Accepted by:

Mississippi Phosphates Corporation  
on behalf of itself and its subsidiaries

By:   
Name: Robert Kerley, MPA Board Member  
Date: 7-20-16

## Appendix A

### GENERAL BUSINESS TERMS & CONDITIONS

1. **Services.** The Services under the Engagement Agreement will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. The CRO will not make any decisions on behalf of Client in connection with the implementation of auditing standards, internal controls, or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or other regulatory body.
2. **Payment.** Client will compensate the CRO under the terms of this Engagement Agreement for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. The CRO's invoices are due upon receipt. Client shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for the CRO's personnel or on the CRO's income or property. In addition, the CRO will be compensated for any time and expenses (including reasonable legal fees and expenses) that the CRO may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, arbitration, or other proceedings (including those unrelated to the matters that are subject to this engagement) as a result of or in connection with the Services or this Engagement Agreement. If payment is not received within thirty (30) days of receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law and (ii) the CRO may also suspend or terminate the Services. In the normal course of business, the CRO revises its hourly rates to reflect changes in responsibilities, increased experience, and increased costs of doing business. Changes in hourly rates will be noted on the invoices for the first time period in which the revised rates became effective. Notwithstanding the foregoing, if Client fails at any time or for any reason to pay any amounts due under this Engagement Agreement, then the CRO may immediately apply the Retainer to such unpaid amounts without prior notice to Client.
3. **Term.** This engagement is from May 29, 2016, through December 1, 2016, or the date the Bankruptcy Cases are converted to chapter 7 cases. Further, this engagement may be terminated by the CRO or Client at any time, with or without cause, by giving thirty (30) days' written notice to the other party, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. The CRO may terminate the performance of any part of the Services, upon written notice to Client, if the CRO determines that performance of any part of the Services would be in conflict with law, or independence or professional rules.
4. **Limitation on Warranties.** This is a services engagement. The CRO warrants that it shall perform the Services in good faith and with due professional care. **THE CRO DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Limitation on Damages and Actions; Indemnification and Insurance.**
  - a) The CRO shall not be liable to Client or members of the Board for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by Client to the CRO pursuant to this engagement, except to the extent resulting from the bad faith or intentional misconduct of the CRO. In no event shall the CRO be liable to Client or members of the Board for

- (1) any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), (2) any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement or (3) any third party products or services procured by Client, whether or not the CRO, acting as such, had a role in procuring such third party product or service. Client's exclusive remedy with respect to such third party products and services shall be against such third party. The agreements contained in this Engagement Agreement for the benefit of the CRO shall not be deemed exclusive of any other rights to which he or she shall be entitled under Client's applicable insurance policies, corporate charter or by-laws, under applicable law or otherwise.
- b) Client shall indemnify and hold harmless the CRO from all Claims, except to the extent resulting from the bad faith or intentional misconduct of the CRO. In addition to the above indemnification, the CRO will receive the benefit of the most favorable indemnification and exculpation provisions provided by Client to its directors, officers and similar employees pursuant to Client's corporate charter and by-laws, by contract, by applicable law or otherwise.
- c) In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of the CRO for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of the CRO bears to all other conduct giving rise to such Claim.
- d) Client's indemnification obligations and insurance coverage in this Section 5 provided for the benefit of the CRO shall be primary with respect to, and without any allocation against, any similar indemnification and other insurance coverage that may otherwise apply to such the CRO, whether provided by the CRO or otherwise.
- e) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

#### **6. Client Responsibilities, Third Party Information, Assumptions and Limitations on Services.**

- a) Client shall cooperate with the CRO in the performance of the Services, including, providing the CRO with reasonable facilities and timely access to data, information, and personnel of Client and the Board. Client and the Board, as applicable, shall be solely responsible for, among other things, (1) the performance of its personnel and agents, (2) making all management decisions, performing all management functions, and assuming all management responsibilities (including, any decision of the Board to pursue any particular restructuring proposal), except those specified in this Engagement Agreement as being the responsibility of the CRO, (3) evaluating the adequacy and results of the Services, (4) accepting responsibility for the results of the Services, (5) the accuracy and completeness of all data and information provided by or on behalf of Client to the CRO for the purpose of the performance of the Services and (6) establishing and maintaining internal controls over financial reporting, including monitoring ongoing activities, identifying the laws and regulations applicable thereto and ensuring compliance therewith. Any communications by the CRO concerning Client's controls will be incidental to the purpose of this engagement, and will require the Board's independent assessment. The CRO has not been engaged to perform an evaluation of internal controls and procedures, and the CRO will not express an opinion or other form of assurance with respect to Client's internal control systems. The CRO's performance (including the performance of the CRO) is dependent upon the timely and effective satisfaction of Client's and the Board's

responsibilities hereunder and timely decisions and approvals of the Board in connection with the Services. The CRO shall have no responsibility for acts or omissions arising as a result of having relied upon information, representations, or books and records provided by or on behalf of Client that are inaccurate or incomplete. The CRO shall be entitled to rely on all decisions and approvals of Client and the Board. With respect to the data and information provided by Client to Consultant or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.

- b) While the CRO may assist in the development of certain quantitative financial models, Client acknowledges and agrees that it will take sole responsibility for all aspects of, and making all judgments and decisions in connection with, any such models developed in connection with the Services, including the underlying assumptions, inputs, formulas, and calculations, and all model outputs, including any financial projections or related computations or calculations. Without limiting the foregoing, financial forecasts are the responsibility of management of Client. In this regard, management of Client is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of its forecasted results, and the CRO has no responsibility therefor or for the achievability of the results forecasted.
- c) Client agrees that although the Services may include access to the work of Client's other professional advisors, or to financial statements or financial information or data reported on by such other professional advisors, such access is not for the purpose of affirming or evaluating the procedures or professional standards used by such other professional advisors.
- d) In connection with the Services, the CRO shall be entitled to assume, the accuracy and completeness of any and all information and assumptions provided to the CRO by or on behalf of Client for purposes of the performance of the Services. The CRO will not audit or otherwise verify such materials. The Services cannot be relied on to disclose errors or fraud should they exist. Accordingly, the Services will not result in the issuance of any written or oral communications by the CRO, to Client or any other person or entity expressing any opinion, conclusion, or any other form of assurance with respect to, among other things, accounting policies, financial data, financial statements or related footnotes, appropriate application of generally accepted accounting principles, disclosure, operating or internal controls, compliance with the rules and regulations of the Securities and Exchange Commission or the Public Company Accounting Oversight Board, compliance with the Sarbanes-Oxley Act of 2002 or related rules and regulations or any other matters.
- e) The Services to be performed by the CRO will not include, and should not be interpreted as providing, any predictions or provide any opinions or other assurances concerning the outcome of future events, including, without limitation, those that pertain to the operating results of any entity, including Client, the achievability of any business plan, the success of any investment, the recovery of any asset or the ability to pay any debt. Client and the Board expressly acknowledge that the CRO does not guarantee, warrant, represent or otherwise provide any assurance that (i) a restructuring proposal, transaction or similar plan can be formulated or would be advisable for Client; (ii) any restructuring proposal, transaction or similar plan, if formulated, will be better for Client than any other restructuring proposal, transaction, or similar plan; (iii) any restructuring proposal, transaction or similar plan, if formulated, will be acceptable to Client's creditors, shareholders or other stakeholders or (iv) Client will restructure successfully. Additionally, the CRO is not responsible for any decision of Client or the Board to pursue or not pursue any particular restructuring proposal, transaction or similar plan or any portion thereof.

7. **Force Majeure.** No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including disability or death of the CRO, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
8. **Independent Contractor.** Each party hereto is an independent contractor and no party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, or representative. Except as otherwise provided herein, no party shall act nor in any manner assume or create any obligation on behalf of the other, except that the CRO may do so within the scope of the Services or as otherwise provided in this Engagement Agreement (subject to Board approval as may be required under or specified in this Engagement Agreement). All professional staff, including any partners, principals or directors of Meadowlark serving in the role of the CRO, shall remain partners, principals or employees, as applicable, of Meadowlark during this engagement and may provide services to other clients in matters unrelated to Client while performing the Services.
9. **Confidentiality and Internal Use.**
- a) All Services and deliverables shall be solely for Client's benefit, and are not intended to be used by any person or entity other than Client. Client shall not disclose the Services or such deliverables, or refer to the Services or such deliverables in any communication, to any third party, without the CRO's prior consent. Notwithstanding the foregoing, Client and the CRO may disclose that the CRO is acting in the role of the CRO. Client, however, shall not be prohibited from creating its own materials (which may include materials created by the CRO in connection with the performance of such role) based on the content of such Services and deliverables or work product and using and disclosing such Client-created materials for external purposes, provided that Client does not, expressly or by implication, in any manner whatsoever, attribute such materials to the CRO or otherwise refer to or identify the CRO in connection with such materials. Client understands and agrees that the CRO is not an expert under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, and will not consent to be a named expert in any Client filings with the SEC under the Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended, or otherwise.
- b) To the extent that, in connection with this engagement, either Client or the CRO (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (1) to contractors, whether located within or outside of the United States, in connection with this Agreement or the Services and that have agreed to be bound by confidentiality obligations similar to those in this Section 9(b); (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (3) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party, (iii) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party hereunder. Nothing in this Section 9(b) shall alter Client's obligations under Section 9(a). The



CRO, however, may use and disclose any knowledge, and ideas acquired in connection with the Services, to the extent that they are retained in the unaided memory of its personnel. Notwithstanding the foregoing, the CRO shall be permitted to make disclosures of confidential information of Client in connection with the performance of the Services as he or she determines in his or her discretion are necessary or appropriate.

#### **10. Disclosure of Relationships.**

- a) The CRO cannot assure Client that an engagement for or involving, among others, Client's creditors, vendors, customers, owners, competitors, adverse parties, potential acquirers or investors, or other parties-in-interest or their respective attorneys, accountants or advisors will not be accepted by the CRO. Client agrees that it will timely inform the CRO of all of its financial interests, bank accounts, pension and other employee benefit plans, insurance providers, significant creditors and vendors and other of Client's parties-in-interest or of additions to, or name changes for, such parties whose names were previously provided by Client.
- b) Client acknowledges the CRO may, with Client's consent, provide financial information and periodic reports to certain designated Client's creditors, vendors, or customers (collectively, "Third Parties").

**11. Survival and Interpretation.** All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation."

**12. Assignment and Subcontracting.** Except as provided below, no party may assign any of its rights or obligations (including interests or Claims) relating to this Agreement or the Services without the prior written consent of the other parties.

**13. Dispute Resolution.** Any controversy or claim between the parties arising out of or relating to this Engagement Agreement, or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth below.

- a) *Mediation:* All Disputes shall first be submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.
- b) *Arbitration Procedures:* If a Dispute has not been resolved within ninety (90) days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in Jackson, Mississippi. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Section 13 (the "Rules").

The arbitration shall be conducted before a panel of three (3) arbitrators. Each of the parties shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the

Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Section 13. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the governing law set forth in Section 15 in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with this Engagement Agreement, including the limitation on liability provisions contained herein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

- c) *Costs*: Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

**14. Entire Agreement, Amendment, and Notices.** This Engagement Agreement constitutes the entire agreement between the parties with respect to its subject matter; supersedes all other oral and written representations, agreements, or understandings relating to such subject matter; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between these terms and the attached engagement letter, these terms shall govern and control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in this Engagement Agreement, unless changed by either party by notice to the other party, and (c) effective upon receipt.

**15. Governing Law and Severability.** This Engagement Agreement and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Mississippi (without giving effect to the choice of law principles thereof). If any provision of this Engagement Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

**16. Non-solicitation.** During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of another party in the course of this engagement shall not, without such other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of such other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

**EXHIBIT “2**

31994962v1

## SHORTENED SERVICE LIST

ALSTON & BIRD LLP  
WILLIAM S. SUGDEN  
RE: INTEROCEANIC CORPORATION  
ONE ATLANTIC CENTER  
1201 W PEACHTREE STREET  
ATLANTA, GA 30309-3424

ANDREW C. BURRELL, P.A.  
SHANE WHITFIELD, ESQ.  
RE: JERRY SHUMOCK  
750 EAST PASS ROAD  
GULFPORT, MS 39507

BALCH & BINGHAM LLP  
MATTHEW W. MCDADE  
RE: MISSISSIPPI POWER COMPANY  
1310 TWENTY-FIFTH AVE  
POST OFFICE BOX 130  
GULFPORT, MS 39502  
(ECF PARTY)

BALLARD SPAHR LLP  
LESLIE C HEILMAN  
RE: DUPONT  
919 N MARKET STREET, 11TH FLOOR  
WILMINGTON, DE 19801  
(ECF PARTY)

BENNETT LOTTERHOS SULSER & WILSON  
MARCUS M. WILSON  
RE: BCBSM/S  
PO BOX 98  
JACKSON, MS 39205-0098  
(ECF PARTY)

BRUNINI GRANTHAM GROWER HEWES PLLC  
JAMES A. MCCULLOUGH II  
RE: HYDROVAC IND SERVICES, BP ENERGY  
THE PINNACLE BUILDING  
190 EAST CAPITOL STREET, SUITE 100  
JACKSON, MS 39201  
(ECF PARTY)

BURR & FORMAN LLP  
KASEE SPARKS HEISTERHAGEN  
RE: COMMITTEE OF UNS CREDITORS  
RSA TOWER  
11 N WATER STREET; STE 22200  
MOBILE, AL 36602

BUTLER SNOW LLP  
THOMAS HEWITT  
RE: MISSISSIPPI PHOSPHATES  
CORPORATION  
1020 HIGHLAND COLONY PKWY, STE 1400  
RIDGELAND, MS 39157  
(ECF PARTY)

ALSTON & BIRD LLP  
SUZANNE N. BOYD  
RE: INTEROCEANIC CORPORATION  
ONE ATLANTIC CENTER  
1201 W PEACHTREE STREET  
ATLANTA, GA 30309

BAKER DONELSON BEARMAN ET AL  
ALAN LEE SMITH ESQ  
RE: C.E. MCCRAW  
4268 I-55 NORTH  
MEADOWBROOK OFFICE PARK  
JACKSON, MS 39211  
(ECF PARTY)

BALCH & BINGHAM LLP  
PAUL J. DELCAMBRE, JR  
RE: MISSISSIPPI POWER COMPANY  
1310 TWENTY-FIFTH AVE  
POST OFFICE BOX 130  
GULFPORT, MS 39502  
(ECF PARTY)

BALLARD SPAHR LLP  
TOBEY M DALUZ, LESLIE C. HEILMAN  
RE: THE CHEMOURS COMPANY, LLC  
919 N MARKET STREET, 11TH FLOOR  
WILMINGTON, DE 19801

BERKELEY RESEARCH GROUP, LLC  
104 WEST 40TH STREET, 16TH FL  
NEW YORK, NY 10018

BURR & FORMAN LLP  
MARC SOLOMON  
RE: COMMITTEE OF UNS CREDITORS  
420 NORTH 20TH STREET, SUITE 3400  
BIRMINGHAM, AL 35203

BURR & FORMAN LLP  
DEREK MEEK  
RE: COMMITTEE OF UNS CREDITORS  
420 NORTH 20TH STREET, SUITE 3400  
BIRMINGHAM, AL 35203

BUTLER SNOW LLP  
STEVE ROSENBLATT  
RE: MISSISSIPPI PHOSPHATES  
CORPORATION  
1020 HIGHLAND COLONY PKWY, STE 1400  
RIDGELAND, MS 39157  
(ECF PARTY)

ALSTON & BIRD LLP  
ALESSANDRA BACKUS  
RE: INTEROCEANIC CORPORATION  
ONE ATLANTIC CENTER  
1201 W PEACHTREE STREET  
ATLANTA, GA 30309

BAKER DONELSON BEARMAN ET AL  
STERLING KIDD ESQ  
RE: CATERPILLAR FINANCIAL SERVICES  
CORP  
PO BOX 14167  
JACKSON, MS 39236  
(ECF PARTY)

BALCH & BINGHAM LLP  
WILLIAM L SMITH  
RE: ROBERT E JONES  
188 EAST CAPITOL STREET, SUITE 1400  
JACKSON, MS 39201  
(ECF PARTY)

BENNETT LOTTERHOS SULSER & WILSON  
ANDREW R WILSON  
RE: BCBSM/S  
PO BOX 98  
JACKSON, MS 39205-0098  
(ECF PARTY)

BLANK ROME LLP  
ALAN LEE SMITH ESQ  
RE: INNOPHOS HOLDINGS INC  
130 N 18TH STREET  
PHILADELPHIA, PA 19103

BURR & FORMAN LLP  
BESS CRESWELL  
RE: COMMITTEE OF UNS CREDITORS  
RSA TOWER  
11 NORTH WATER STREET/SUITE 22200  
MOBILE, AL 36602

BUTLER SNOW LLP  
PAUL S. MURPHY  
RE: MISSISSIPPI PHOSPHATES  
CORPORATION  
1300 25TH AVENUE, STE 204  
GULFPORT, MS 39502  
(ECF PARTY)

BUTLER SNOW LLP  
CHRISTOPHER MADDUX  
RE: MISSISSIPPI PHOSPHATES  
CORPORATION  
1020 HIGHLAND COLONY PKWY, STE 1400  
RIDGELAND, MS 39157  
(ECF PARTY)

BUTLER SNOW LLP  
 J. MITCHELL CARRINGTON II  
 RE: MISSISSIPPI PHOSPHATES  
 CORPORATION  
 1020 HIGHLAND COLONY PKWY, STE 1400  
 RIDGELAND, MS 39157  
 (ECF PARTY)

BYRD & WISER  
 ROBERT A. BYRD  
 RE: STUW LLC  
 145 MAIN STREET  
 BILOXI, MS 39530  
 (ECF PARTY)

CAPSTONE ADVISORY GROUP, LLC  
 EDWIN N ORDWAY JR  
 104 WEST 40TH STREET  
 16TH FLOOR  
 NEW YORK, NY 10018

CATERPILLAR FINANCIAL SERVICES CORP  
 P. O. BOX 730681  
 DALLAS, TX 75373-0681

CITY OF MOSS POINT TAX COLLECTOR  
 4320 MCINNIS AVENUE  
 MOSS POINT, MS 39563

CITY OF PASCAGOULA  
 CODE ENFORCEMENT  
 4015 14TH STREET  
 PASCAGOULA, MS 39567-1618

CITY OF PASCAGOULA  
 CITY ATTORNEY  
 603 WATTS AVENUE  
 JACKSON, MS 39567-4220

COVINGTON & BURLING, LLP  
 DIANNE F. COFFINO  
 RE: OCP S.A.  
 THE NEW YORK TIMES BUILDING  
 620 EIGHTH AVENUE  
 NEW YORK, NY 10018

DAVID N. USRY  
 ASSISTANT UNITED STATES ATTORNEY  
 501 EAST COURT STREET SUITE 4-430  
 JACKSON, MS 39201  
 (ECF PARTY)

DEAKLE, SHOLTIS & HAMIL, LLC  
 JONATHAN E. SHOLTIS  
 RE: JERRY DON SCUDDER JR.  
 PO BOX 1031  
 MOBILE, AL 36633  
 (ECF PARTY)

DELOITTE (DTBA)  
 JONATHAN J. NASH  
 CHIEF RESTRUCTURING OFFICER  
 400 W 15TH STREET, STE 1700  
 AUSTIN, TX 78701

DOGAN & WILKINSON PLLC  
 AMY LASSITTER ST. PE'  
 RE: CITY ELECTRIC SUPPLY COMPANY  
 734 DELMAS AVENUE  
 PO BOX 1618  
 PASCAGOULA, MS 39567  
 (ECF PARTY)

DUANE MORRIS LLP  
 WENDY M SIMKULAK  
 30 SOUTH 17TH ST  
 PHILADELPHIA, PA 19103-4196

DUNBARMONROE PA  
 G. CLARK MONROE II  
 RE: PREMIER CHEMICAL & SERVICES LLC  
 270 TRACE COLONY PARK, STE A  
 RIDGELAND, MS 39157  
 (ECF PARTY)

DUNBARMONROE, PA  
 G. CLARK MONROE II  
 RE: SHRIEVE CHEMICAL COMPANY  
 270 TRACE COLONY PARK, SUITE A  
 RIDGELAND, MS 39157  
 (ECF PARTY)

FREEBORN & PETERS LLP  
 DEVON J. EGGERT  
 RE: WABASH POWER  
 311 S WACKER DR, STE 3000  
 CHICAGO, IL 60606

GIBBS, WHITWELL & TRAVIS PLLC  
 WILLIAM LEE WATT  
 RE: NICHOLAS INSULATION, RANGER  
 ENVIRON  
 1400 MEADOWBROOK ROAD, SUITE 100  
 JACKSON, MS 39211  
 (ECF PARTY)

GORE KILPATRICK & DAMBRINO PLLC  
 ROGER ADAM KIRK  
 RE: BROCK SERVICES LLC  
 PO BOX 901  
 GRENADA, MS 38901  
 (ECF PARTY)

HAYNES AND BOONE LLP  
 LENARD M. PARKINS  
 RE: STUW LLC  
 1221 MCKINNEY STREET, STE 2100  
 HOUSTON, TX 77010  
 (ECF PARTY)

HAYNES AND BOONE LLP  
 KARL D. BURRER  
 RE: STUW LLC  
 1221 MCKINNEY STREET, STE 2100  
 HOUSTON, TX 77010  
 (ECF PARTY)

HEIDELBERG STEINBERGER COLMER ET AL  
 PO BOX 1407  
 PASCAGOULA, MS 39568-1407

HELLER DRAPER PATRICK ET AL  
 DOUGLAS DRAPER  
 RE: PHOSPHATE HOLDINGS INC  
 650 POYDRAS STREET, STE 2500  
 NEW ORLEANS, LA 70130  
 (ECF PARTY)

HELLER DRAPER PATRICK ET AL  
 WILLIAM PATRICK  
 RE: PHOSPHATE HOLDINGS INC  
 650 POYDRAS STREET, STE 2500  
 NEW ORLEANS, LA 70130  
 (ECF PARTY)

HELLER DRAPER PATRICK ET AL  
 HOVEY SLAYTON DABNEY, JR.  
 RE: PHOSPHATE HOLDINGS INC  
 650 POYDRAS STREET, STE 2500  
 NEW ORLEANS, LA 70130  
 (ECF PARTY)

HORNE LLP  
 1020 HIGHLAND COLONY PKWY, STE 400  
 RIDGELAND, MS 39157

IRS  
 ALLISON CECILE CARROLL  
 DEPT. OF JUSTICE, TAX DIV.  
 PO BOX 14198  
 WASHINGTON, DC 20004  
 (ECF PARTY)

IRS  
 C/O ASST. U. S. ATTORNEY  
 501 E. COURT STREET, SUITE 4.430  
 JACKSON, MS 39201-5025

IRS  
 C/O ASST. U. S. ATTORNEY  
 1575 20TH AVENUE, 2ND FLOOR  
 GULFPORT, MS 39501-2040

JACKSON CITY PORT AUTHORITY  
 PO BOX 70  
 PASCAGOULA, MS 39568-0070

JACKSON COUNTY CHANCERY COURT  
 TERRY MILLER, CHANCERY CLERK  
 PO BOX 998  
 PASCAGOULA, MS 39568

JACKSON COUNTY ECONOMIC DEV.  
P. O. BOX 1558  
PASCAGOULA, MS 39568-1558

JACKSON COUNTY PORT AUTHORITY  
WILLIAM P. WESSLER  
1624 24TH AVENUE  
GULFPORT, MS 39501  
(ECF PARTY)

JOE TUCKER, TAX COLLECTOR  
JACKSON COUNTY  
P. O. BOX 998  
PASCAGOULA, MS 39568-0998

JOHN DEERE FINANCIAL  
P. O. BOX 650215  
DALLAS, TX 75265-0215

KELLEY DRYE & WARREN LLP  
JAMES S. CARR  
RE: BP ENERGY COMPANY  
101 PARK AVE.  
NEW YORK, NY 10178  
(ECF PARTY)

LAW OFFICES OF CRAIG M GENO, PLLC  
CRAIG M GENO  
RE: SPECIAL COUNSEL TO DEBTORS  
587 HIGHLAND COLONY PARKWAY  
RIDGELAND, MS 39157

LISKOW & LEWIS  
LACEY ELIZABETH ROCHESTER  
RE: PREMIER CHEMICAL & SERVICES LLC  
701 POYDRAS STREET, SUITE 5000  
NEW ORLEANS, LA 70139  
(ECF PARTY)

LISKOW & LEWIS  
CAREY L. MENASCO  
RE: PREMIER CHEMICAL & SERVICES LLC  
701 POYDRAS STREET, SUITE 5000  
NEW ORLEANS, LA 70139  
(ECF PARTY)

LISKOW & LEWIS  
LACEY ELIZABETH ROCHESTER  
RE: SHRIEVE CHEMICAL  
701 POYDRAS STREET, SUITE 5000  
NEW ORLEANS, LA 70139  
(ECF PARTY)

LISKOW & LEWIS  
CAREY L. MENASCO  
RE: SHRIEVE CHEMICAL  
ONE SHELL SQUARE  
701 POYDRAS STREET, SUITE 5000  
NEW ORLEANS, LA 70139  
(ECF PARTY)

LISKOW & LEWIS  
PHILIP K. JONES, JR.  
RE: SHRIEVE CHEMICAL  
701 POYDRAS STREET, SUITE 5000  
NEW ORLEANS, LA 70139  
(ECF PARTY)

LOCKE LORD LLP  
C DAVIN BOLDISSAR  
RE: BROCK SERVICES LLC  
601 POYDRAS STREET, STE 2660  
NEW ORLEANS, LA 70130-6036  
(ECF PARTY)

LOCKE LORD LLP  
STEVE BRYANT  
RE: BROCK SERVICES LLC  
2800 JPMORGAN CHASE TOWER  
600 TRAVIS  
HOUSTON, TX 77002

MAYNARD COOPER & GALE, PC  
J. LELAND MURPHREE  
RE: AIG INSURERS (VIA PHV ADMISSION)  
1901 6TH AVE NORTH, STE 2400  
BIRMINGHAM, AL 35203

MCCRANEY MONTAGNET QUIN NOBLE PLLC  
DOUGLAS C NOBLE  
RE: INTEROCEANIC CORPORATION  
602 STEED ROAD, STE 200  
RIDGELAND, MS 39157  
(ECF PARTY)

MCDOWELL KNIGHT ROEDDER&SLEDGE LLC  
RICHARD GAAL  
RE: FLEXICREW STAFFING INC  
11 NORTH WATER STREET, STE 13290  
MOBILE, AL 36602  
(ECF PARTY)

MCDOWELL KNIGHT ROEDDER&SLEDGE LLC  
ROBERT B MCGINLEY JR  
RE: FLEXICREW STAFFING INC  
11 NORTH WATER STREET, STE 13290  
MOBILE, AL 36602  
(ECF PARTY)

MCKAY LAWLER FRANKLIN FOREMAN, PLLC  
EDWARD E. LAWLER, JR.  
RE: STATE OF MISSISSIPPI  
PO BOX 2488  
RIDGELAND, MS 39158  
(ECF PARTY)

MDEQ  
515 E. AMITE STREET  
JACKSON, MS 39201-2709

MDEQ AND COMMISSION  
T LAMPTON  
PO BOX 2261  
JACKSON, MS 39225-2261  
(ECF PARTY)

MDEQ AND COMMISSION  
C WELLS  
PO BOX 2261  
JACKSON, MS 39225-2261

MDEQ AND COMMISSION  
R FURRH  
PO BOX 2261  
JACKSON, MS 39225-2261  
(ECF PARTY)

MILAM HOWARD NICANDRI DEES & GILLAM  
MICHAEL T FACKLER ESQ  
RE: BASTECH LLC  
14 EAST BAY STREET  
JACKSONVILLE, FL 32202

MOTLEY RICE LLC  
JOSEPH F RICE  
RE: SPECIAL COUNSEL FOR DEBTORS  
38 BRIDGESIDE BLVD  
MT. PLEASANT, SC 29464

MS AND JACKSON COUNTY PORT  
P. O. BOX 720399  
JACKSON, MS 39272-0399

MS COURT COLLECTIONS  
PO BOX 1384  
BRANDON, MS 39043-1384

MS DEPARTMENT OF TRANS.  
401 NORTH WEST STREET  
JACKSON, MS 39201-1010

MS DEPT. OF ENVIR. QUALITY  
ATTN: JENNIFER PARISH  
P. O. BOX 2339  
JACKSON, MS 39225-2339

MS DEPT. OF REVENUE  
500 CLINTON CENTER DRIVE  
CLINTON, MS 39056-5673

MS SECRETARY OF STATE  
DELBERT HOSEMANN  
401 MISSISSIPPI STREET  
JACKSON, MS 39201-1004

MS STATE DEPT. OF HEALTH  
BUREAU OF PUBLIC WATER SUPPLY  
SUITE U-232  
P. O. BOX 1700  
JACKSON, MS 39215-1700

MS STATE HWY. DEPT.  
P. O. BOX 958  
JACKSON, MS 39205-0958

MS STATE TAX COMMISSION  
BANKRUPTCY SECTION  
P. O. BOX 22808  
JACKSON, MS 39225-2808

OFFICE OF THE UNITED STATES TRUSTEE  
501 EAST COURT STREET SUITE 6-430  
JACKSON, MS 39201  
(ECF PARTY)

OFFICE OF THE UNITED STATES TRUSTEE  
CHRISTOPHER J. STEISKAL, SR.  
501 EAST COURT STREET SUITE 6-430  
JACKSON, MS 39201  
(ECF PARTY)

PAUL WEISS RIFKIND ET AL  
BRIAN HERMANN  
RE: HC2 HOLDING INC  
1285 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019-6064

PAUL WEISS RIFKIND ET AL  
JULIE MARTINELLI  
RE: HC2 HOLDING INC  
1285 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019-6064

PAUL WEISS RIFKIND ET AL  
D MEYERS  
RE: HC2 HOLDING INC  
1285 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019-6064

PHELPS DUNBAR LLP  
JIM O'MARA  
RE: TRAMMO INC FKA TRANSAMMONIA INC  
4270 I-55 NORTH  
PO BOX 16114  
JACKSON, MS 39225-6114  
(ECF PARTY)

PHELPS DUNBAR LLP  
JEROME C HAFTER  
RE: TRAMMO INC FKA TRANSAMMONIA INC  
4270 I-55 NORTH  
PO BOX 16114  
JACKSON, MS 39225-6114  
(ECF PARTY)

PHELPS DUNBAR LLP  
RICHARD MONTAGUE  
RE: TRAMMO INC FKA TRANSAMMONIA INC  
4270 I-55 NORTH  
PO BOX 16114  
JACKSON, MS 39225-6114  
(ECF PARTY)

POLLAN DOBBS PLLC  
ROB LUNSFORD, CARTER DOBBS  
RE: GREGORY MCCLOUD  
125 S CONGRESS STREET, SUITE 1208  
JACKSON, MS 39201

PREMIER CHEMICALS & SERVICES, LLC  
FRANCIS MAYER  
4856 REVERE AVENUE, SUITE A  
BATON ROUGE, LA 70808

REINTJES SERVICES INC  
6400 GLENWOOD #309  
OVERLAND PARK, KS 66202

RICOH USA INC  
OLIVIA MOODY  
RECOVERY & BANKRUPTCY GROUP  
3920 ARKWRIGHT ROAD, STE 400  
MACON, GA 31210

ROETZEL & ANDRESS LPA  
PATRICIA B FUGÉE  
RE: DRESSER-RAND  
ONE SEAGATE, STE 1700  
TOLEDO, OH 43604

SEC  
C/O ASST. U. S. ATTORNEY  
1575 20TH AVENUE, 2ND FLOOR  
GULFPORT, MS 39501-2040

SEC  
C/O ASST. U. S. ATTORNEY  
501 E. COURT STREET, SUITE 4.430  
JACKSON, MS 39201-5025

SHUMAKER, LOOP & KENDRICK, LLP  
HUGO S. 'BRAD' DEBEAUBIEN  
RE: CENTRAL MAINTENANCE & WELDING,  
INC.  
BANK OF AMERICA PLAZA  
101 EAST KENNEDY BLVD., SUITE 2800  
TAMPA, FL 33602

SILVER VOIT & THOMPSON  
LAWRENCE B VOIT  
RE: SPI/MOBILE PULLEY WORKS INC  
ATTORNEYS AT LAW PC  
4317-A MIDMOST DRIVE  
MOBILE, AL 36609-5589  
(ECF PARTY)

SILVER, VOIT & THOMPSON  
LAWRENCE B VOIT  
RE: NICHOLAS INSULATION, RANGER  
ENVIRON  
ATTORNEYS AT LAW, PC  
4317-A MIDMOST DRIVE  
MOBILE, AL 36609-5589  
(ECF PARTY)

SIROTE & PERMUTT PC  
STEPHEN B PORTERFIELD  
RE: SHOOK & FLETCHER INSULATION CO  
PO BOX 55727  
2311 HIGHLAND AVENUE SOUTH  
BIRMINGHAM, AL 35255-5727

STUW LLC AS ADMINISTRATIVE AGENT  
LENARD M PARKINS ESQ  
HAYNES AND BOONE LLP  
1221 MCKINNEY STREET, SUITE 2100  
HOUSTON, TX 77010  
(ECF PARTY)

STUW LLC, AS ADMINISTRATIVE AGENT  
TREVOR R. HOFFMAN  
HAYNES AND BOONE, LLP  
30 ROCKEFELLER PLAZA, 26TH FL  
NEW YORK, NY 10112

STUW, LLC  
ATTN: MARK SOLE  
ATTN: STUW, LLC  
777 THIRD AVE.  
NEW YORK, NY 10009

U. S. DEPT. OF JUSTICE  
KENNETH G. LONG  
ENV. AND NATURAL RESOURCES DIV.  
BEN FRANKLIN STATION P. O. BOX 7611  
WASHINGTON, DC 20044-7611  
(ECF PARTY)

U.S. SECURITIES AND EXCHANGE COM.  
OFFICE OF REORGANIZATION  
950 EAST PACES FERRY ROAD SUITE 900  
ATLANTA, GA 30326-1382

U.S. SECURITIES AND EXCHANGE COM.  
C/O ASST. U. S. ATTORNEY  
501 E. COURT STREET, SUITE 4.430  
JACKSON, MS 39201-5025

US DEPARTMENT OF JUSTICE  
KARL J FINGERHOOD  
RE: US ENVIRONMENTAL PROTECTION  
AGENCY  
ENVIRONMENTAL ENFORCEMENT SECTION  
PO BOX 7611  
WASHINGTON, DC 20044-7611  
(ECF PARTY)

US DEPARTMENT OF JUSTICE  
LLOYD H RANDOLPH ESQ  
RE: UNITED STATES OF AMERICA  
CIVIL DIVISION  
1100 L STREET, NW ROOM 10032  
WASHINGTON, DC 20005  
(ECF PARTY)

US ENVIRONMENTAL PROTECTION AGENCY  
C/O ASST. U. S. ATTORNEY  
501 E. COURT STREET, SUITE 4.430  
JACKSON, MS 39201-5025

US ENVIRONMENTAL PROTECTION AGENCY  
ATTN: JOAN REDLEAF-RUBIN/REGION 4  
SAM NUNN ATLANTA FEDERAL CENTER  
61 FORSYTH STREET, SW  
ATLANTA, GA 30303-8960

US FUSION  
2324 S. COMMERCE AVE.  
GONZALES, LA 70737

WALLACE JORDAN RATLIFF & BRANDT LLC  
CLARK R. HAMMOND  
RE: MCCAIN ENGINEERING CO., INC. (PHV)  
800 SHADES CREEK PKWY, STD 400  
BIRMINGHAM, AL 35209

WALLACE, JORDAN, RATLIFF & BRANDT  
THOMAS A. MCKNIGHT, JR.  
RE: MCCAIN ENGINEERING CO., INC.  
800 SHADES CREEK PARKWAY, SUITE 400  
BIRMINGHAM, AL 35209

WATSON LEGAL PLLC  
MICHAEL D WATSON JR  
RE: INTERNATIONAL WELDING &  
FABRICATION  
PO BOX 964  
PASCAGOULA, MS 39568  
(ECF PARTY)

WHEELER & WHEELER, PLLC  
DAVID WHEELER  
RE: PHOSPHATE HOLDINGS INC  
PO BOX 265  
BILOXI, MS 39533  
(ECF PARTY)

WILLIAM P WESSLER ATTORNEY AT LAW  
WILLIAM P WESSLER  
RE: BASTECH LLC  
1624 24TH AVENUE  
GULFPORT, MS 39501  
(ECF PARTY)

WYATT TARRANT & COMBS LLP  
J LAWSON HESTER  
RE: THE CHEMOURS COMPANY, LLC  
4450 OLD CANTON ROAD, STE 210  
JACKSON, MS 39211  
(ECF PARTY)