



SO ORDERED,

Katharine M. Samson

Judge Katharine M. Samson
United States Bankruptcy Judge
Date Signed: April 27, 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

Debtors.

CASE NO. 14-51667-KMS
Chapter 11
(Jointly Administered)

ORDER GRANTING MOTION OF THE DEBTORS TO RENEW AND EXTEND
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 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; AND
(V) MODIFYING THE AUTOMATIC STAY

[Dkt. ## 66, 575, and 707]

This matter came before the Court on the *Motion of the Debtors to Renew and Extend Interim Order Pursuant to Sections 105, 361, 362, 363, 364 and 507 of the Bankruptcy Code and*

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*."

*Federal Rules of Bankruptcy Procedure 2002, 4001 and 9014 (I) Authorizing the Debtors to Incur Post-Petition Senior Secured 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; and (V) Modifying the Automatic Stay (the “**Motion to Renew and Extend Interim DIP Order**”) [Dkt. # 707] filed by the debtors and debtors-in-possession (the “**Debtors**”) in the above-captioned Bankruptcy Cases seeking to extend and renew the Interim DIP Order² on the terms set forth in the Motion.*

The Court considered the *Motion to Renew and Extend Interim DIP Order* and finds as follows:

1. This Court has jurisdiction over the subject matter of the *Motion to Renew and Extend Interim DIP Order* pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. On March 10, 2015, the Court entered the *First Extended Interim DIP Order* [Dkt. # 575] in which the Initial Interim DIP Order was renewed, extended and approved to remain in effect for forty-five (45) days from the date of the Extended Interim DIP Order, or until April 24, 2015.

3. The Debtors assert that proper notice of the *Motion to Renew and Extend Interim DIP Order* was given to all persons who are registered users of the CM/ECF System for these Bankruptcy Cases, and such notice and an opportunity for a hearing were appropriate under these particular circumstances.

² All otherwise undefined terms have the meanings ascribed in the *Motion to Renew and Extend Interim DIP Order*.

4. The relief requested in the *Motion to Renew and Extend Interim DIP Order* has been agreed to by the Lenders, the Governments, and the Committee.

5. The *Motion to Renew and Extend Interim DIP Order* should be granted.

IT IS, THEREFORE ORDERED that the *Motion to Renew and Extend Interim DIP Order* is GRANTED.

IT IS FURTHER ORDERED that the Interim DIP Order is renewed, extended and approved to remain in effect until June 15, 2015 if the Final DIP Order has not been entered by the Court prior to such date.

IT IS FURTHER ORDERED that the Debtors are authorized to obtain financing and use cash collateral under the terms of the Interim DIP Order, as renewed, extended and approved pursuant to this Order.

IT IS FURTHER ORDERED that the Amended Term Sheet attached hereto as **Exhibit “A”** and the Amended Approved Budget for interim financing and use of cash collateral attached hereto as **Exhibit “B”**, be substituted in lieu of Exhibits A and C to the DIP Motion [Dkt. # 14] and approved.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Order.

###END OF ORDER###

Exhibit "A"

Third Amended Term Sheet

**Summary of Indicative Terms and Conditions for
Proposed Interim Debtor-in-Possession Financing**

This Term Sheet (the “**Third Amended Term Sheet**”) sets forth the material terms of a proposed interim debtor-in-possession financing facility (the “**DIP Facility**”) to be provided by DIP Lenders¹ to the Debtors in their Chapter 11 Cases.

Incorporation of Initial Interim DIP Order and Term Sheet	Except as modified herein, all terms and provisions of the Term Sheet (as defined in the Initial Interim DIP Order) shall be incorporated herein by reference as if set forth in full
Loan Advances:	<p>Pursuant to the terms and conditions of this Third Amended Term Sheet and the Order approving the renewal, extension and amendment of the Initial Interim DIP Order (the “Second Extension DIP Order”), the DIP Lenders shall make advances (the “Loan Advances”) to the Debtors in an aggregate amount up to \$750,000, in addition to the amounts previously advanced by the DIP Lenders to the Debtors, to fund certain operational and administrative costs of the Chapter 11 Cases, with such Loan Advances subject to the timing and details of, and to be used in accordance, with the Third Amended Budget prepared by the Debtors.</p> <p>An initial advance of \$250,000 shall be available during the period from the second business day after the entry of the Second Extension Order through the date of entry of the Final DIP Order. Subsequent advances, of up to \$500,000, shall be available to the Debtors provided that acceptable progress is being made on the DIP Lenders’ negotiations with the United States and Mississippi Department of Environmental Quality (together, the “Environmental Claimants”). The determination of whether such progress is acceptable shall be determined solely by the DIP Lenders in their reasonable judgment of whether they believe they will be able to reach a consensual resolution of the claims asserted by the Environmental Claimants.</p> <p>There shall be no undertaking or obligation by the DIP Agent or the DIP Lenders to fund more than an additional advance of \$750,000 under this Third Amended Term Sheet or the Second Extension DIP order or to make any further advances absent further agreement to do so and further order of the court which must be acceptable to the DIP Agent.</p> <p>All Loan Advances shall be deemed to be the DIP Agent’s cash collateral, which shall be used with the consent of the DIP Agent and DIP Lenders pursuant to the terms of this Third Amended Term Sheet, the Third Amended Approved Budget and the Second Extension DIP Order.</p> <p>The obligation of the DIP Lenders to fund any Loan Advances shall be</p>

¹ All otherwise undefined terms have the meanings set forth in the *Motion of the Debtors to Renew and Extend Interim Order Pursuant to 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 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; and (V) Modifying the Automatic Stay* (the “**Motion**”).

	expressly conditioned on the absence of any adversary proceeding, contested matter, lawsuit, or any other proceeding in any court, tribunal, administrative or regulatory forum, initiated or filed by any party-in-interest: (i) challenging or objecting to the amount of Agent's pre-petition claims, the validity, perfection, enforceability, or priority of the Agent's and Pre-Petition Lenders' security interests in and liens on the Pre-Petition Collateral, or the Agent's right to credit bid at any sale under sections 363 or 1129; (ii) seeking recharacterization or equitable subordination of the Agent's Pre-Petition Claims, or (iii) asserting any claim against the Agent or the Pre-Petition Lenders related to the Agent's liens and claims, including of a type or character.
Maturity Date:	<p>The Borrowers shall be obligated to repay the advances under the DIP Facility in full, including accrued interest thereon and related costs and expenses (collectively, the "DIP Obligations"), on June 1, 2015 (the "Maturity Date").</p> <p>Following the occurrence of the Maturity Date, the DIP Lenders shall not be obligated to fund further Loan Advances under the DIP Facility.</p>
Termination Events:	As provided in the Initial Interim DIP Order, <u>provided, however</u> , that there shall be no Termination Event or Event of Default for the failure to comply with any Sale Milestone.
Carve Out:	The super priority claims and Liens granted to the DIP Lenders or the DIP Agent under the DIP Orders shall be subject to the Carve Out (as defined in the DIP Orders) for (a) the unpaid fees of the Clerk of the Court and the U.S. Trustee; (b) the fees and expenses incurred by any Chapter 7 trustee and any professionals retained by such trustee, in an aggregate amount not to exceed \$50,000; (c) to the extent provided in the Third Amended Approved Budget and allowed by final order (which cannot exceed such budgeted amounts), all unpaid fees and expenses of Chapter 11 professionals retained by the Debtors or the Committee, which are incurred at any time on or before the first business day following a Termination Event, whether allowed by the Court prior to or after the Termination Event; and (d) after the first business day following a Termination Event, to the extent allowed by a final order, the payment of reasonable fees of such Chapter 11 professionals referenced in <i>clause (c)</i> above, pro rata, in an aggregate amount not to exceed \$300,000 . Nothing herein shall impose an obligation on the DIP Lenders to advance any amounts to pay the Carve Out.

ButlerSnow 25692002

Exhibit "B"

Amended Approved Budget

ButlerSnow 25583679

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
Mississippi Phosphates Corp. DIP Budget	1	2	3	4	5	6	7	8	9	10	11	12	13	14			
Week Ending:	3/8/15	3/15/15	3/22/15	3/29/15	4/5/15	4/12/15	4/19/15	4/26/15	5/3/15	5/10/15	5/17/15	5/24/15	5/31/15	6/7/15		Total	
Beginning Cash	\$ 1,170,503	\$ 1,040,800	\$ 1,416,958	\$ 898,179	\$ 800,196	\$ 651,520	\$ 411,533	\$ 447,241	\$ 371,585	\$ 681,407	\$ 390,580	\$ 335,979	\$ 440,146	\$ 209,117		\$ 1,170,503	
DAP/MAP Provisional Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MAP/DAP true-up on Netback	9,754	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,754	
Truck Sales (Included in basic DAP sales above)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Terminal Management Fee Ammonia	-	134,404	-	-	-	-	-	-	313,281	-	270,000	-	-	-	-	717,685	
Maxxims and other refunds	175,000	-	550	17,000	-	144,826	289,651	-	1,013,780	-	-	-	-	-	-	1,640,806	
Total Receipts	184,754	134,404	550	17,000	-	144,826	289,651	-	1,327,061	-	270,000	-	-	-	-	2,368,245	
Total Cash Available	1,355,257	1,175,204	1,417,508	915,179	800,196	796,346	701,184	447,241	1,698,646	681,407	660,580	335,979	440,146	209,117		3,538,748	
OPERATIONAL COST DISBURSEMENTS:																	
Raw Material Purchased	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payroll	162,761	246	158,534	1,300	142,788	-	137,189	-	129,580	-	127,474	-	115,969	-	-	990,166	
BCBS Claims	67,362	-	-	-	26,478	-	-	-	20,000	-	-	-	-	-	-	107,855	
Workers Comp Claims	-	-	1,412	16,789	-	-	-	-	14,500	-	-	-	-	12,500	-	45,201	
MSA/Corp. Governance	-	6,000	-	-	-	21,000	-	-	135,832	-	16,005	-	16,005	6,000	-	200,863	
Utilities & Gas	21,528	20,948	20,771	28,790	17,934	17,570	23,907	38,000	78,000	38,000	38,000	38,000	38,000	38,000	-	451,339	
Property and Casualty Insurance	-	(38,948)	281,120	-	-	-	-	179,828	-	-	-	-	-	179,828	-	602,428	
Other Operational Spending	14,759	17,414	19,789	6,938	27,032	39,455	(4,001)	24,827	24,827	24,827	40,127	24,827	24,827	24,827	-	310,377	
Property Tax Escrow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-Total Operational Costs	266,280	5,160	481,606	46,717	218,162	78,025	157,095	242,635	402,799	62,827	221,607	62,827	384,029	81,327	-	2,708,228	
PREPAID AND CAPITAL ADDITION DISBURSEMENTS																	
Contingency	-	-	-	-	-	1,206	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	71,206	
Sub-Total Prepaid and Capital Addition Disbursements	-	-	-	-	-	1,206	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	71,206	
Environmental Spending																	
Environmental Management - Allen Engineering	-	20,000	-	-	20,000	-	20,000	-	20,000	-	20,000	-	20,000	-	-	120,000	
Waste Water Treatment Chemicals/Environmental Spend	21,594	25,775	41,600	64,181	80,000	33,916	51,848	45,000	45,000	45,000	45,000	45,000	45,000	45,000	-	584,864	
Financial Assurance Trust Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-Total Environmental Spending	21,594	46,775	41,600	64,181	80,000	33,916	71,848	45,000	65,000	45,000	65,000	45,000	65,000	45,000	-	704,864	
Bankruptcy Fees and Expenses																	
Debtor Costs - Legal and other Services																	
Buller Snow	-	-	-	-	220,000	-	-	220,000	250,000	-	-	-	-	306,000	-	996,000	
Deloitte - CFO	26,683	28,645	25,724	25,000	26,342	25,000	25,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	-	378,344	
Deloitte - Document Discovery	-	-	-	-	-	-	-	-	125,000	-	-	-	-	-	-	125,000	
BMC	-	-	-	-	-	26,277	-	-	86,512	25,000	-	-	-	25,000	-	112,799	
Sandler O'Neill	-	-	-	-	-	37,060	-	37,457	40,000	-	-	-	-	40,000	-	154,517	
Debtor Interest Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
UOC Professionals	-	175,000	-	-	72,500	-	-	72,500	80,000	-	-	-	-	80,000	-	480,000	
US Trustee and Court Costs	-	-	-	-	-	-	-	20,000	-	-	-	-	-	-	-	20,000	
Total Bankruptcy Costs	26,683	203,645	25,724	25,000	26,342	380,837	25,000	28,000	539,479	423,000	28,000	28,000	28,000	473,000	-	2,280,661	
Cash Consumed	314,457	255,780	548,930	137,947	289,504	489,985	333,844	325,635	1,017,288	540,827	324,607	145,827	487,029	609,327	-	5,744,959	
DIP Lending Activity	-	497,135	-	52,865	140,828	309,172	-	250,000	-	250,000	-	250,000	250,000	500,000	-	2,300,000	
Ending Cash	\$ 1,040,500	\$ 1,416,958	\$ 898,179	\$ 800,196	\$ 651,520	\$ 411,533	\$ 447,241	\$ 371,585	\$ 681,407	\$ 390,580	\$ 335,979	\$ 440,146	\$ 209,117	\$ 93,790		\$ 80,790	
Balance - DIP Borrowing	-	497,135	-	52,865	140,828	309,172	-	250,000	-	250,000	-	250,000	250,000	500,000	-	2,300,000	

* Advances will be made only upon the subsequent agreement of the Debtors and the DIP Lenders pursuant to the terms of the Initial Interim DIP Order and the Second Extension Order.

ORDER PREPARED AND SUBMITTED BY:

/s/ Stephen W. Rosenblatt

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