



SO ORDERED,

*Katharine M. Samson*

Judge Katharine M. Samson  
United States Bankruptcy Judge  
Date Signed: May 12, 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, <i>et al.</i> <sup>1</sup> | ) | CASE NO. 14-51667-KMS |
|   | ) | Chapter 11            |
|   | ) |                       |
| Debtors                                 | ) | Jointly Administered  |

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

[Dkt. ## 512, 599]

This matter came before the Court on the Debtors' *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*") and the *Objection of*

<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*"). and, collectively with MPC and ATS, the "*Debtors*"). Case No. 14-51671. These chapter 11 cases are sometimes referred to herein as the "*Bankruptcy Cases*."

*Trammo, Inc. to Motion of Debtors to Determine Cure Amounts for Executory Contracts and Unexpired Leases that May Be Assumed and Assigned as Part of the Sale Motion* [Dkt. # 599] (the “**Objection**”)<sup>2</sup> filed herein by Trammo, Inc. (“**Trammo**”). Trammo and the Debtors are collectively referred to herein as the “**Parties**.”

The Court finds as follows:

1. On October 27, 2014, (the “**Petition Date**”) each of the Debtors filed a voluntary petition in this Court for reorganization relief under Chapter 11 of the United States Bankruptcy Code.

2. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §§ 157 and 1334(b). This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. On February 19, 2015, Trammo filed its Proof of Claim # 129 in these Bankruptcy Cases asserting a prepetition claim in the amount of \$1,808,473.62 (\$1,508,473.62 of which is entitled to priority treatment under Section 507(b)(2) of the Bankruptcy Code as an administrative expense claim under Section 503(b)(9) of the Bankruptcy Code).

4. The Debtors filed the Cure Amount Motion on February 20, 2015, asserting a Cure Amount for the Purchase Agreement between MPC and Trammo of \$1,481,729.65.<sup>3</sup>

5. Trammo filed the Objection to the Cure Amount Motion on March 16, 2015. A hearing on the Motion and the Objection has not yet been scheduled as this Court entered that certain *Agreed Order for Continuing Hearing on Objection of Trammo, Inc. to Motion of Debtors to Determine Cure Amounts for Executory Contracts and Unexpired Leases that May Be Assumed and Assigned as Part of the Sales Motion* [Dkt. # 633] on March 20, 2015.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Objection.

<sup>3</sup> The Cure Amount Motion defines **Cure Amount** as any applicable cure amounts as of the Petition Date.

6. This Court entered that certain *Agreed Order Allowing Administrative Expense Claim of Trammo, Inc.* [Dkt. # 715] that allowed the portion of Trammo's unsecured prepetition claim as an administrative expense claim under Section 503(b)(9) of the Bankruptcy Code in the amount of \$1,508,473.62 (the "***Allowed Trammo 503(b)(9) Claim***").

7. The Parties have reached an Agreement and Stipulation concerning the Cure Amount, and have agreed and stipulated that the Cure Amount for Trammo concerning the Purchase Agreement is \$1,808,473.62.

**IT IS, THEREFORE, ORDERED** that the Cure Amount for Trammo concerning the Purchase Agreement shall be \$1,808,473.62, which amount includes the Allowed Trammo 503(b)(9) Claim.

**IT IS FURTHER ORDERED** that the *Objection of Trammo, Inc. to Motion of Debtors to Determine Cure Amounts for Executory Contracts and Unexpired Leases that May Be Assumed and Assigned as Part of the Sale Motion* [Dkt. # 599] is fully resolved as set forth herein.

**###END OF ORDER###**

*[Remainder of Page Intentionally Left Blank]*

**ORDER PREPARED AND SUBMITTED BY:**

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ONE OF THE ATTORNEYS FOR THE DEBTORS

**AGREED TO AND APPROVED FOR ENTRY:**

/s/ James W. O'Mara  
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