

EXHIBIT B

9019 ORDER

26552153v1

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

In re:)	
)	
MISSISSIPPI PHOSPHATES)	
CORPORATION, <i>et al.</i>¹)	CASE NO. 14-51667-KMS
)	Chapter 11
)	
Debtors)	Jointly Administered
<hr style="width: 40%; margin-left: 0;"/>)	

**ORDER APPROVING MOTION OF THE DEBTORS PURSUANT TO §§ 105 AND 363
OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY
PROCEDURE 9019 FOR AN ORDER APPROVING
SETTLEMENT AMONG THE DEBTORS, PHOSPHATE HOLDINGS, INC.,
THE LENDER PARTIES AND THE ENVIRONMENTAL AGENCIES**

[Dkt. #___]

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**”, 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**.”

This matter came before the Court on the *Motion of the Debtors Pursuant to §§ 105 and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 for an Order Approving Settlement among the Debtors, Phosphate Holdings, Inc., the Lender Parties, and the Environmental Agencies* [Dkt. #___] (the “**Motion**”)² filed herein by Mississippi Phosphates Corporation, *et al.*, the Debtors and debtors-in-possession (collectively, the “**Debtors**”) in these Bankruptcy Cases.

In the Motion, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the Debtors respectfully requested this Court to enter the proposed 9019 Order to (i) authorize the Debtors to enter into the Settlement Agreement,³ and (ii) authorize the Debtors to effectuate the terms, conditions, and provisions of the Settlement Agreement embodied therein.

The Court considered the Motion and finds that the Motion is well-taken and should be granted.

The Court finds as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
2. This is a core proceeding pursuant to 28 U.S. C. § 157(b)(2).
3. The statutory bases for relief requested herein are Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a).
4. [On July __, 2015, after notice of the proposed Settlement Agreement was published in the Federal Register, beginning a 15 day public comment period, and after

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

³ The Settlement Agreement is attached hereto as **Exhibit A**.

consideration of the comments received, if any, the United States Environmental Protection Agency submitted a Joinder in the Motion.]

5. The Motion should be granted in all respects.

IT IS, THEREFORE, ORDERED that the Motion is granted in all respects.

IT IS FURTHER ORDERED that the Settlement Agreement is fair, reasonable and consistent with environmental laws, and approved in its entirety.

IT IS FURTHER ORDERED that the approval of any specific provision of the Settlement Agreement in this Order is not intended to and does not limit or detract from the general approval of the Settlement Agreement or any provisions contained therein.

IT IS FURTHER ORDERED that the Debtors are authorized to enter into the Settlement Agreement.

IT IS FURTHER ORDERED that the Liquidation Trust Agreement is hereby approved.

IT IS FURTHER ORDERED that [] is approved and appointed to serve as the Liquidation Trust Trustee.

IT IS FURTHER ORDERED that the Environmental Trust Agreement is hereby approved.

IT IS FURTHER ORDERED that Project Navigator, Ltd. is approved and appointed to serve as the Environmental Trust Trustee.

IT IS FURTHER ORDERED that pursuant to Section 363 of the Bankruptcy Code, the Liquidation Trust Acquired Assets and the Environmental Trust Assigned Assets shall be transferred to the Liquidation Trust and the Environmental Trust (as applicable), free and clear of all claims, liens and interests against the Debtors, including, without limitations, liens for the payments of monetary claims, such as unsecured claims for property taxes, or other monetary

claims asserted or that could have been asserted in the Bankruptcy Cases, but, shall remain subject to: (a) any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); and (b) the Assumed Liabilities.

IT IS FURTHER ORDERED that after the Closing Date, neither the Debtors nor the Liquidation Trust shall be liable for water treatment obligations related to the Gyp Stacks or for closure of the Gyp Stacks.

IT IS FURTHER ORDERED that any unfunded amounts available under the Exit Facility shall be available to the Liquidation Trust for the operation of the Liquidation Trust pursuant to the Trust Budget approved by the Lender Parties and the Governments.

IT IS FURTHER ORDERED that the Liquidation Trust shall have authority to borrow funds from the Exit Facility and lend the funds to the Environmental Trust, from time to time, for the sole purposes of funding the Environmental Trust administrative expenses pursuant to the Environmental Trust's approved budget in amounts approved by the Lender Parties, including, the Environmental Trust Initial Funding.

IT IS FURTHER ORDERED that the treatment of the BP Proceeds as provided in Paragraphs 16 and 17 of the Settlement Agreement is specifically approved.

IT IS FURTHER ORDERED that distribution of proceeds under Paragraphs 25 and 26 of the Settlement Agreement is specifically approved.

IT IS FURTHER ORDERED any Liquidation Trust Acquired Assets that are subsequently sold by the Liquidation Trust or the Environmental Trust to a purchaser (each, a "*Buyer*") shall be sold free and clear of all environmental liens, claims, and encumbrances; provided, however, that nothing in this Order, the Settlement Agreement or any agreement or order authorizing a sale will be construed to release, nullify, preclude or enjoin the enforcement

of any environmental liability to a governmental body that any entity would be subject to as the current owner or operator of property after the date of closing of the sale and purchase of the Liquidation Trust Acquired Assets. Notwithstanding the foregoing sentence, nothing in this Order, the Settlement Agreement, or any order authorizing a sale shall (a) be interpreted to deem the Buyer as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the Closing Date of any sale or for liabilities relating to off-site disposal of wastes by the Debtors prior to the Closing Date; or (b) create for any governmental unit any substantive right that does not already exist under law. For the avoidance of doubt, all real and personal property other than the Gyp Stacks shall be sold free and clear of liability to manage or close the Gyp Stacks. Buyers of property subject to EPA's administrative order on consent issued pursuant to Section 7003 of RCRA, EPA Docket Number: RCRA-04-2012-4250, may be required to comply with the provisions of the order that are applicable to the property acquired on an ongoing basis.

IT IS FURTHER ORDERED that the Governments' covenants not to sue in Paragraph 72 and Reservation of Rights in Paragraphs 74-77 are specifically approved.

IT IS FURTHER ORDERED that the Debtors', Lender Parties', PHI's, Liquidation Trust's, and Environmental Trust's covenants not to sue and reservations in Paragraphs 78 and 79 are specifically approved.

IT IS FURTHER ORDERED that the Debtors are authorized to effectuate the terms, conditions, and provisions of the Settlement Agreement embodied therein.

IT IS FURTHER ORDERED that this Order and the Settlement Agreement are binding on the Debtors, PHI, the Lender Parties, the Environmental Agencies, the Bankruptcy Estates and creditors, and each of their predecessors, successors or representatives.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction with respect to any matters related to or arising from the implementation of this Order.

###END OF ORDER###

ORDER PREPARED AND SUBMITTED BY:

By: /s/ Stephen W. Rosenblatt
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ONE OF THE ATTORNEYS FOR THE DEBTORS

CONSENTED TO AND APPROVED FOR ENTRY:

STUW LLC, AS ADMINISTRATIVE AGENT

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**ATTORNEYS FOR STUW LLC
AS ADMINISTRATIVE AGENT**

Exhibit A

Stipulation and Settlement Agreement