

IN THE UNITED STATES BANKRUPT COURT PM 3: 02 FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

In re)	Chapter 11
)	Case No. 03-02984 WEE
MISSISSIPPI CHEMICAL CORPORATION et al.,1	-)	
)	(Jointly Administered)
Debtors.)	

AFFIDAVIT OF SERVICE RE: [Docket #53]

AMENDED MOTION PURSUANT TO §365 FOR APPROVAL OF ASSUMPTION OF EXECUTORY CONTRACTS

I, James H. Myers, state as follows:

- 1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o Bankruptcy Management Corporation, 1330 East Franklin Avenue, El Segundo, California 90245.
- 2. On June 3, 2003, at the direction of Phelps Dunbar LLP, counsel for the Debtors and Debtors in Possession, I caused service of the document attached hereto as Exhibit 1 to be effected on those parties who have filed requests for special notice and the Core Group listed in Exhibit 2. Those parties who have filed requests for special notice are referenced as Service List 3725 and the Contract Parties are referenced as Service List 3724.

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¹ The Debtors are the following entities: Mississippi Chemical Corporation; Mississippi Nitrogen, Inc., MissChem Nitrogen, L.L.C.; Mississippi Chemical Company, L.P.; Mississippi Chemical Management Company; Mississippi Phosphates Corporation; Mississippi Potash, Inc.; Eddy Potash, Inc.; Triad Nitrogen, L.L.C.; and Melamine Chemicals, Inc.

3. Such service was effected via first-class mail and deposited with the United States Postal Service with postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: June Z, 2003 El Segundo, California

James H. Myers

State of California) ss County of Los Angeles)

Personally appeared before me on June _______, 2003, James H. Myers, an individual, known to me to be the person who executed the foregoing instrument and acknowledged the same.

ANGELINE M. CARTER
Commission # 1314038
Notary Public - California
Los Angeles County
My Comm. Expires Jul 20, 2005

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPING 3 PM 1: 44

In re:)	
MISSISSIPPI CHEMICAL CORPORATION, et al. 1)	CASE NO. 03-02984 WEE
Debtors.)))	Chapter 11 Jointly Administered

AMENDED MOTION PURSUANT TO § 365 FOR APPROVAL OF ASSUMPTION OF EXECUTORY CONTRACTS

COME NOW Mississippi Chemical Corporation, et al., Debtors and debtors-in-possession in these jointly administered reorganization proceedings (collectively "Debtors"), and file this their amended motion for Order(s) approving their assumption of certain executory contracts ("Amended Motion"), and in support of this motion would respectfully show as follows:

- 1. On May 15, 2003 (the "Petition Date"), the Debtors filed their voluntary petitions under Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101, et seq.
- 2. The Debtors remain in possession of their property and continue to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108. No trustees, examiners or committees have been appointed in these cases.
- 3. The Court has jurisdiction over this Amended Motion pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of these cases is proper in this Court pursuant to 28 U.S.C. § 1408. The relief requested in this Amended

The Debtors are the following entities: Mississippi Chemical Corporation; Mississippi Nitrogen. Inc.; MissChem Nitrogen, L.L.C., Mississippi Chemical Company, L.P.; Mississippi Chemical Management Company; Mississippi Phosphates Corporation; Mississippi Potash, Inc.; Eddy Potash, Inc.; Triad Nitrogen, L.L.C.; and Melamine Chemicals, Inc.

Motion is sought pursuant to § 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014.

Summary of Operations

- 4. Mississippi Chemical Corporation ("MCC") was incorporated in Mississippi on May 23, 1994, and is the successor by merger to a business of the same name which was incorporated in Mississippi in September 1948 as the first fertilizer cooperative in the United States. The Debtors' corporate headquarters is located in Yazoo City, Mississippi. The Debtors employ approximately 1,100 persons throughout all of their locations, none of whom are represented by unions.
- 5. The Debtors operate three strategic business units that offer different products: nitrogen, phosphate and potash. The Debtors produce nitrogen products at their production facilities in Yazoo City, Mississippi, Donaldsonville, Louisiana, and through Farmland MissChem Limited in Point Lisas, The Republic of Trinidad and Tobago ("FMCL"). The Debtors' principal nitrogen products include anhydrous and aqua ammonia; fertilizer-grade ammonium nitrate sold under the trade name Amtrate®; UAN solution sold under the trade name N-Sol 32®; urea synthesis; nitric acid and nitrogen tetroxide. The Debtors recently acquired a melamine crystal production facility located within the Donaldsonville, Louisiana, nitrogen complex, and production is anticipated to begin in June 2003. The Debtors sell their nitrogen products to fertilizer dealers and distributors as well as industrial users located primarily in the southern region of the United States where the Debtors' facilities are located. The Debtors transport their nitrogen products by barge, rail, pipeline, truck and oceangoing vessels.
- 6. The Debtors produce diammonium phosphate fertilizer ("DAP") at their facility in Pascagoula, Mississippi. Almost all of the Debtors' DAP sales are for agricultural use, and the majority of its DAP sales are for international markets. Since October 1, 1997, all of the

Debtors' export sales of DAP have been made through Phosphate Chemicals Export Association.

Inc. ("PhosChem"), a Webb-Pomerene corporation, and all domestic sales of DAP have been made through the Debtors' internal sales staff.

- 7. The Debtors produce potash at two mines and related facilities and operate a granular compaction plant near Carlsbad, New Mexico. The Debtors' potash reserves are controlled under long-term federal and state potassium leases on approximately 100,000 surface acres, which consist of approximately 220,000 subsurface acres due to the naturally occurring overlap of ore zones in the Carlsbad potash basin. The majority of the Debtors' agricultural potash sales are in domestic markets in the states west of the Mississippi River where it enjoys freight cost advantages over Canadian and overseas potash producers.
- 8. MCC is a publicly held stock corporation traded over the counter under the symbol "MPSI".

Summary of Financing

- In August 1997, Mississippi Phosphate Corporation ("MPC") issued \$14,500,000 in industrial revenue bonds, a portion of which was tax-exempt, to finance the development of a new phosphogypsum disposal facility at its Pascagoula, Mississippi, DAP manufacturing plant. On April 1, 1998, MPC issued \$14,500,000 in tax-exempt industrial revenue bonds (the "1998 IRBs"), the proceeds of which were used to redeem the initial industrial revenue bonds issued in August 1997. The 1998 IRBs mature on March 1, 2022, and carry a 5.80% fixed rate of interest. The 1998 IRBs may be redeemed at the Debtors' option at a premium from March 1, 2008 to February 28, 2010, and may be redeemed at face value at any time after February 28, 2010, through the maturity date. MCC has guaranteed the obligations under the 1998 IRBs.
- 10. On November 25, 1997, MCC issued \$200,000,000 of 7.25% Senior Notes due November 15, 2017, pursuant to a \$300,000,000 shelf registration statement filed with the

Securities and Exchange Commission. Semiannual interest payments of approximately \$7,250,000 are due on each May 15 and November 15. The holders may elect to have the Senior Notes repaid on November 15, 2007.

Savings Bank ("Harris Bank") as administrative agent, totaling approximately \$163,500,000 (reduced from the original \$165,000,000 facility amount due to certain asset sales) (the "Harris Facility"). The Harris Facility, as amended, currently matures on November 10, 2003. The Harris Facility bears interest at rates related to the Prime Rate or Federal Funds Rate. The Debtors had letters of credit outstanding at May 9, 2003, in the amount of \$900,000 (that lower the Debtors' available draw under the Harris Facility) and borrowings outstanding in the amount of \$150,527,155.74. Based on the Debtors' borrowing base calculation as of May 5, 2003, the Debtors had \$11,980,844 available under the Harris Facility.

Current Operations

experience operating losses in each of their operating segments. High natural gas prices caused the Debtors to temporarily idle portions of its nitrogen facilities. The Debtors' nitrogen losses included significant impairments of its long-lived assets at its Donaldsonville, Louisiana facility. Due to continued negative operating results, the Debtors determined that one of their anhydrous ammonia plants and the assets associated with the prilling section of its urea plant would be idled indefinitely. During the nine-month period ended March 31, 2003, the Debtors' nitrogen net sales increased slightly from the comparable prior year period; however, it was not enough to overcome higher natural gas costs, the primary raw material in the production of anhydrous ammonia. The Debtors' DAP segment operating losses primarily resulted from limited availability of certain raw materials, mainly sulfur and sulfuric acid, and the higher cost of

ammonia. This resulted in reduced DAP production tonnage and higher raw material costs. The Debtors' potash segment had reduced export sales due to unfavorable pricing in those markets as well as reduced sales domestically. Each of the Debtors' segments incurred general and administrative expenses and interest charges. During the nine-month period ended March 31. 2003, the Debtors also incurred increased insurance costs, increased costs associated with its refinancing efforts and additional costs associated with reductions in workforce and completion of an early retirement offer.

13. The Debtors' declining performance results over the past five years have been primarily attributable to dramatic increases in, and the volatility of, the price of natural gas (the Debtors' primary raw material), an imbalance in the global supply and demand of fertilizer products, and highly unexpected conditions in the agricultural industry related to low farm commodities prices, farmer planting decisions, and adverse weather. When coupled with an influx of unfairly, low-priced imports into the Debtors' primary trade area, these conditions resulted in a continuing diminution of available working capital and increasing liquidity concerns. The Debtors have been faced with the need to restructure their debt and capital in order to obtain relief from the continued financial strain imposed by current market conditions and to maintain the viability of their businesses.

Pre-Petition Refinancing and Restructuring Activities

14. The Debtors have spent the last several months negotiating the restructuring of their financial obligations with various parties. In 2002, the Debtors retained Credit Suisse First Boston ("CSFB") and Gordian Group, LLC ("Gordian") as financial advisors to assist in the refinancing efforts and to evaluate other financial alternatives. CSFB was initially engaged to assist in exploring financing alternatives prior to the execution of the Harris Facility. After the Debtors entered into the current amendment to the Harris Facility, CSFB was retained with the

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specific mandate to assist the Debtors in the marketing of the Debtors' interest in FMCL in accordance with the terms of the Harris Facility.

- 15. Gordian was initially engaged by the Company in September 2002. Gordian's services include providing financial advisory services in respect of (i) a potential financial restructuring of the Debtors' debt obligations, (ii) raising new or replacement capital for the Debtors. (iii) any merger, consolidation, reorganization, recapitalization, joint venture or other business combination or sale of assets of the Debtors or the acquisition of substantially all or a portion of the assets or outstanding securities of another entity, and/or (iv) obtaining debtor-in-possession financing, in one or a series of transactions. Gordian has assisted the Debtors in the evaluation of business plans, determination of debt capacity values, and development of external and internal restructuring plan alternatives.
- 16. The Debtors' primary financial restructuring efforts since the execution of the Harris Facility have included (i) negotiating with a private equity fund regarding a restructuring of the Debtors' capital structure, (ii) negotiating with holders of MCC's Senior Notes regarding various restructuring alternatives, (iii) sourcing debtor-in-possession financing from a variety of sources and (iv) actively and continuously marketing MCC's interest in FMCL in accordance with requirements of the Harris Facility. These initiatives have been pursued simultaneously whenever possible, in order to preserve franchise value and provide for a more orderly restructuring process.
- 17. Notwithstanding the considerable efforts of the Debtors and their professionals and advisors, the Debtors now believe that reorganization under Chapter 11 is the mechanism by which they will best be able to (i) obtain necessary working capital to address their immediate liquidity concerns, (ii) continue to pursue and implement the best strategic alternatives for

restructuring their companies, and (iii) maximize the value of their businesses for the benefit of all creditor and equity interests.

Relief Requested

- 18. The Debtors are parties to certain executory contracts (the "Contracts") that it deems of utmost significance to their business operations, all of which are more fully identified as to each Debtor on Exhibit "A" (MissChem Nitrogen), Exhibit "B" (Mississippi Phosphates), Exhibit "C" (Triad Nitrogen), Exhibit "D" (Mississippi Potash), Exhibit "E" (Mississippi Chemical Corporation) and Exhibit "F" (Melamine) attached hereto and incorporated herein by reference. The Contracts vary in type from contracts to purchase raw materials necessary to manufacturing the Debtors' products to contracts that provide necessary security at Debtors' chemical manufacturing facilities, a stock purchase agreement and various contracts necessary to ensure the timely completion and timely initial operation of the newly acquired Melamine Chemicals, Inc. facility that is in its start-up phase.
- 19. Exhibits "A" through "F" include a brief description of the nature of the Contract sought to be assumed and its importance to the estates, the cure amount, if any, and the expected amount of the remaining obligations owed by the Debtors thereunder. The Debtors are informed and believe that the other parties to the Contracts have no objection to the Debtors' assumption of the Contracts.
- 20. <u>In order to avoid a voluminous filing, the Debtors have not attached the Contracts</u>

 hereto but will provide to any interested party copies thereof upon request for same made to

 undersigned counsel for the Debtors.

Authority

21. Section 365 of the Bankruptcy Code permits the Debtors to assume or reject executory contracts at any time prior to confirmation.

22. Section 365 of the Bankruptcy Code contains the rules governing executory contracts. Neither § 365, nor any other section of the Bankruptcy Code, provides a precise definition of the term "executory contract." Due to the lack of a precise definition in the Bankruptcy Code, courts construing section 365 have encountered some difficulty in framing the definition of an "executory contract." *Matter of Crippin*, 877 F.2d 594, 596 (7th Cir. 1989). However, the majority of courts confronting this issue have adopted the definition offered by Professor Vern Countryman, which provides:

A contract under which the obligations of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing the performance of the other.

Countryman, Executory Contracts in Bankruptcy: Part I, 57 Minn. L. Rev. 439 (1973). The United States Fifth Circuit Court of Appeals has adopted the Countryman definition of executory contracts. See, e.g., Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co., 83 F.3d 735, 741 (5th Cir. 1994). The legislative history behind § 365 also supports the application of the Countryman definition. See S. Representative No. 989, 95th Cong., 2d Sess. 58, reprinted in 1978 U.S. Code & Admin. News 5787, 5844 ("[t]hough there is no precise definition of what contracts are executory, it generally includes contracts on which performance remains due on both sides."). Further, at least one court addressing the issue has held that the definition of an executory contract should be very broad. In re: III Enterprises, Inc. V, 163 B.R. 453, 458 (Bankr. E.D. Pa. 1994), aff'd, Pueblo Chemical, Inc. v. III Enterprises, Inc. V, 169 B.R. 551.

An obligation is deemed "material" if its nonperformance would excuse the other party from performing its obligations under the contract. *Matter of Murexco Petroleum Co.*, 15 F.3d 60, 62-63 (5th Cir. 1994); *In re: WRT Energy Corp.*, 202 B.R. 579, 582 (Bankr. W.D. La. 1996). While federal law controls the issue of whether a particular contract is executory, the

applicable state law controls the issue of whether an obligation is material. See, e.g., In restreets & Beard Farm Partnership, 882 F.2d 233, 235 (7th Cir. 1989). The determination of whether a particular contract is executory must be made on a case-by-case basis. The relevant date for analyzing whether a particular contract is executory is the date the bankruptcy petition was filed. In rest General Homes Corp., 199 B.R. 148, 151 (S.D. Tex. 1996); In rest Spectrum Information Technologies, Inc., 190 B.R. 741, 747 (Bankr. E.D. N.Y. 1996). Material obligations remain under the Contracts, which are required in order for the Debtors to realize the benefits of the Contracts; accordingly, the Contracts are executory contracts.

- Under § 365, a debtor generally has the power, subject to court approval, to either assume or reject executory contracts to which it is a party. 11 U.S.C. § 365(a). In judging the propriety of a debtor's decision to reject an executory contract, most courts, including the Fifth Circuit, have applied a "business judgment" standard. See Sharon Steel Corp. v. National Fuel Gas Distrib. Corp. (In re: Sharon Steel Corp.), 872 F.2d 36, 39-40 (3rd Cir. 1989); Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1309 (5th Cir. 1985); see also NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (describing business judgment test as "traditional"). The Debtors to date have neither assumed nor rejected any executory contracts. namely the Contracts more fully specified on the Exhibits attached hereto, and seek to do so now.
- 25. In the exercise of their business judgment, the Debtors have determined that the immediate assumption of the Contracts is the best available means for addressing the operational issues that exist with respect to each Contract party, is in their best economic interests and is necessary to enable them to continue the operation of their business.

26. The Contracts are of significant importance to the Debtors' reorganization efforts and are necessary to its formulation of a successful Plan of Reorganization. These Contracts, which are but a few of several hundred, are critical to the Debtors' operations and to ensure that the Debtors' relationships with the contracting parties are not harmed in any way. The Debtors' assumption of the Contracts is timely under § 365(d)(2) and (d)(4). Accordingly, the Debtors request that the Court approve assumption of the Contracts and submit that good cause exists for granting such approval pursuant to § 365 of the Bankruptcy Code.

WHEREFORE, PREMISES CONSIDERED, the Debtors request that the Court enter an Order approving the Debtors' assumption of the Contracts identified on Exhibits "A" through "F" attached hereto in accordance with § 365 of the Bankruptcy Code and that the Debtors be granted such other relief to which they are entitled.

[signature on following page]

Respectfully submitted.

MISSISSIPPI CHEMICAL CORPORATION, et al.

By: 571

James W. O'Mara, MS Bar No. 3929 Douglas C. Noble, MS Bar No. 10526 Christopher R. Maddux, MS Bar No. 100501

PHELPS DUNBAR LLP

Suite 500, SkyTel Centre North 200 South Lamar Street Post Office Box 23066 Jackson, Mississippi 39225-3066 Telephone: (601) 352-2300

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Alan J. Bogdanow William D. Young VINSON & ELKINS L.L.P. 3700 Trammel Crow Center 2001 Ross Avenue Dallas, TX 75201-2975 Telephone: (214) 220-7700 Facsimile: (214) 220-7716

CERTIFICATE OF SERVICE

I do hereby certify that I have this date caused to be served *via* electronic mail and/or U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing pleading to all parties listed below. The Debtors' Noticing Agent, BMC, shall likewise serve a copy of same to all parties on the Shortened Service List set forth above.

James E. Spiotto Chapman and Cutler III W. Monroe Street Chicago, Illinois 60603	Stephen W. Rosenblatt Butler, Snow, O'Mara, Stevens & Cannada Post Office Box 22567 Jackson, MS 39225-2567
Anthony Princi Thomas L. Kent Orrick, Herrington & Sutcliffe LLP 666 Fifth Avenue New York, New York 10103	Craig M. Geno Harris, Geno & Dunbar P.O. Box 3919 Jackson, MS 39207-3919
Ronald H. McAlpin Assistant U.S. Trustee Suite 706 100 W. Capitol Street Jackson, Mississippi 39269	

SO CERTIFIED, this the 3rd day of June, 2003.

JAMES W. O'MARA DOUGLAS C. NOBLE

COMPANY

MISSCHEM NITROGEN

Vendor:

Marley Cooling Tower

Address:

P. O. Box 808 Walker, LA 70785

Date of Contract:

03/28/2001

Contract Expiration Date:

03/27/2004

Type of Contract:

Service & Repair Contract No. 61601005

Amount Needed to Cure:

\$21,082

Expected Future Amount

\$12,000 by contract expiration

Why Contract is Critical: Potential providers of this type of service are extremely LIMITED in number. The other provider available to debtor is much more expensive—with results that are no better. The terms of this contract are very favorable to Debtor. The Debtor's relationship with this vendor is extremely important because Debtor and vendor must cooperate in complex scheduling and coordinating of cooling tower repairs during a plant turnaround. Failure to perform necessary repairs on the cooling towers while the plants are down for scheduled maintenance will result in unscheduled downtime of the towers, resulting in loss of scheduled production until repairs could be made.

Vendor:

Knighthawk Engineering (formerly Borsig)

Address:

17625 El Camino Real, Suite 412

Houston, Texas 77058

Date of Contract:

05/19/2002

Contract Expiration Date:

05/19/2004

Type of Contract:

Engineering Services

Amount Needed to Cure:

\$72,775

Expected Future Amount

\$49,000 needed to complete current work

Why Contract is Critical: The vendor's services are required for several repairs, one being the repair of the Atlas Copco compressor in the #4 Ammonia plant. The vendor has redesigned the impeller bolt and is redesigning the impeller. Their failure investigation, design efforts and commissioning support are critical to reliable operation of and startup of compressor, which in turn is required for operation of the #4 Ammonia plant. Knighthawk also has provided critical engineering support for redesign of a waste heat boiler in the #10 acid plant, and they will be providing engineering support for a valve failure problem in the #3 ammonia plant. The combination of vendor's knowledge of the specific structure of parts of our particular plants and vendor's investigation and design expertise are not available from any other source.



Address:

Martin Marietta Basic Product

Magnesia Specialties Division

P. O. Box 15470

Baltimore, MD 21220-0470

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Contract

Amount Needed to Cure:

\$ 58.233

Expected Future Amount

\$700,000

This vendor supplies magnesium oxide, or MgO, Why Contract is Critical: which is essential for the production of ammonium nitrate. There are only two acceptable MgO suppliers in the USA Debtor utilizes both suppliers to ensure competitive pricing and reliability of supply (since each vendor is sometimes unable to deliver). Interruption of MgO supply could cause ammonium nitrate plant to be shut down; therefore, back-up supplier is essential. Debtor pays only for quantity it orders and receives.

Vendor:

Premier Services Corporation

Address:

7251 Engle Road

Middleburg Heights, OH 44130

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$ 30,152

Expected Future Amount

\$200,000

This vendor supplies magnesium oxide, or MgO, Why Contract is Critical: which is essential for the production of ammonium nitrate. There are only two acceptable MgO suppliers in the USA Debtor utilizes both suppliers to ensure competitive pricing and reliability of supply (since each vendor is sometimes unable to deliver). Interruption of MgO supply could cause ammonium nitrate plant to be shut down; therefore, back-up supplier is essential. Debtor pays only for quantity it orders and receives.

Vendor (in original motion):

Formosa Plastics Corporation

Address:

9 Peach Tree Hill Road Livingston, NJ 07039-5702

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$ 8.279

Expected Future Amount

\$20,000

Why Contract is Critical:

This vendor supplies caustic, which is essential for treating water from the cooling tower as mandated by Mississippi Department of Environmental Quality and U.S. Environmental Protection Agency. Purchases are virtually daily. The number of potential suppliers is limited. Debtor pays only for quantity it orders and receives.

Vendor (in original motion):

Harcros Chemicals

Address:

1030 Wholesale Row Jackson, MS 39284-8278

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$ 3.240

Expected Future Amount

\$15,000

Why Contract is Critical:

This vendor supplies chlorine, which is essential for treating water from the cooling tower. The vendor is the ONLY supplier located in the plant area, and its location greatly reduces freight cost to Debtor. In addition, vendor maintains a supply on Debtor's site for Debtor's purchase (on favorable terms) when needed. Purchases are virtually daily. The number of potential suppliers is limited. Water treatment is mandated by Mississippi Department of Environmental Quality and U.S. Environmental Protection Agency Debtor pays only for quantity it orders and receives.

Corsicana Technologies, Inc.

Address:

P. O. Box 1898

Corsicana, Texas 75151

Date of Contract:

01/01/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$43,059

Expected Future Amount

\$50,000

Why Contract is Critical:

This vendor supplies amine, necessary in the manufacture of ammonium nitrate. There are two acceptable vendors available to Debtor, and Debtor utilizes both to ensure competitive pricing and security of supply. This vendor provides product delivery on favorable terms.

Debtor pays only for quantity it orders and receives.

Vendor:

Bareco Products

Address:

P. O. Box 10312

140 East Main Street Rock Hill, SC 29730

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$38,613

Expected Future Amount

\$45,000

Why Contract is Critical:

This vendor supplies a special type of wax used

in the manufacture of ammonium nitrate. The wax was developed by Debtor's R&D Department. This vendor is the only acceptable source Debtor has found to make this

specialty product. Debtor pays only for quantity it orders and receives.

Vendor: Address: Cinergy Marketing & Trading, LP (Cinergy)

1100 Louisiana, Suite 4900

Houston, TX 77002

Date of Contract:

Mirant Americas 04/01/01 (with Energy Marketing, LP, which assigned the contract to

Cinergy on 10/23/02)

Contract Expiration Date:

Contract term was 04/01/01 through 03/31/03 and month to month thereafter unless terminated by either party with at least thirty (30) days prior notice. Parties have allowed the contract to continue in month to month evergreen while negotiating a new contract.

Type of Contract:

Natural Gas Supply to Debtor

Amount Needed to Cure:

\$60,160.94

 Expected Future Amount Up to 35,000 MMBtu/Day which, based on assumed \$5.00 per MMBtu gas price, would cost approximately \$5.3 million a month. Debtor expects to need about 31,000 MMBtu/Day for the foreseeable future.

Why Contract is Critical: Cinergy is Debtor's major supplier of natural gas, providing approximately 50% of Debtor's total gas requirements. Natural gas is Debtor's major raw material, not used merely as a source of power. If Cinergy were to terminate the existing contract without our having reached agreement for a replacement contract. Debtor could not quickly replace Cinergy with an alternate competitive supplier. (Debtor's belief is based on information gathered earlier this year when Debtor sought competitive bids for replacing the Cinergy supply.) Also, gas purchased from Cinergy is delivered form Texas Eastern's pipeline, which is advantageous to Debtor, Debtor pays only for quantity it orders and receives.

Vendor (in original motion):

American Citadel Guard, Inc.

Address:

11848 S. Harrells Ferry Rd., Suite A

P.O. Box 77422

Baton Rouge, LA 70879-7422

Date of Contract:

02/10/2003

Contract Expiration Date:

02/10/2004

Type of Contract:

Security Services Contract

Amount Needed to Cure:

\$ 25.945

Estimated through 12/31/03

\$190,000

Guards provided by this vendor control access Why Contract is Critical: to plant for employees, suppliers, customers and emergency responders. Interruption of service is not acceptable. In addition, Debtor has regulatory obligations to guard certain products, such as those used in the manufacture of illegal drugs (meth) or subject to abuse (ammonium nitrate).

Entergy Mississippi, Inc.

Address:

L-ENT-26C

639 Loyola Avenue

New Orleans, LA 70113

P. O. Box 61000

New Orleans, LA 70161

Date of Contract:

06/16/1997

Contract Expiration Date:

06/14/2004

Type of Contract:

Service Contract

Amount Needed to Cure:

\$223.994

Expected Future Amount

\$600,000 in 2003

Why Contract is Critical: This vendor is the sole provider of electricity to Debtor's plant (other than Debtor's own cogeneration plant). Vendor has made it clear that if Debtor fails to pay prepetition debt, vendor will require a \$1,000,000 dollar deposit, which would significantly and adversely affect Debtor's liquidity and opportunity for recovery. Debtor believes that if it is allowed to pay its prepetition debt, vendor would permit payment terms which would be beneficial to Debtor.

Vendor:

Southern Heat Exchanger Corp.

Address:

P. O. Box 1850

Tuscaloosa, AL 35403

Date of Contract:

09/17/2002

Contract Expiration Date:

06/06/2003 However, vendor has refused to

deliver.

Type of Contract:

Purchase order

Amount Needed to Cure:

\$107,746

Expected Future Amount

\$ 2,500

Why Contract is Critical: The heat exchanger tube bundle vendor has fabricated a replacement for the heat exchanger tube bundle now in service in Debtor's No. 8 Nitric Acid Plant. The tube bundle now in service is at the end of its useful life, and another repair to extend its life is not feasible. The No. 8 Nitric Acid Plant cannot be operated without a heat exchanger in service. Debtor has already paid \$366,944 in progress payments toward the cost of this heat exchanger. The work remaining by the vendor is minimal except for its final performance in delivering the heat exchanger to the plant and installing it. Vendor has told Debtor that the heat exchanger tube bundle will not be shipped to Debtor until the balance owing (\$107,746) is paid to vendor.

COMPANY

MISSISSIPPI PHOSPHATES

Vendor:

K. R. Bories Construction Company

Address:

3300 Oak Street Gautier, MS 39533

Date of Contract:

01/31/03

Contract Expiration Date:

01/31/04

Type of Contract:

Service Contract No. 63293024

Amount Needed to Cure:

\$ 12,860

Expected Future Amount

\$182,000 in 2003

Why Contract is Critical: This vendor is the only local vendor available to enable Debtor to unload ships delivering phosphate rock, its most basic raw material, by moving Debtor's heavy unloading equipment from shore to ship. This vendor's equipment is barge-mounted and capable of pulling up to Debtor's dock or a ship at the dock. For Debtor to contract with someone else from outside the area would be prohibitively expensive because of the enormous cost in moving another vendor's equipment in and out of Debtor's facility whenever a ship docks for unloading.

Vendor:

ArrMaz Products

Address:

P. O. Box 198902

Atlanta, GA 30384-8902

Date of Contract:

01/15/03

Expiration Date for Contract:

12/31/03

Type of Contract:

Blanket Purchase Order 3005095

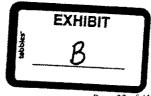
Amount Needed to Cure:

\$ 97.527

Expected Future Amount

\$820,000 in 2003

Why Contract is Critical: This vendor is the Debtor's sole source for a special oil that is <u>required</u> for coating and coloring product for export sales. Export sales make up one half of Debtor's total sales. <u>Debtor pays only for quantity it orders and receives.</u>



V.I.P. International

Address:

P. O. Box 4147

Baton Rouge, LA 70821-4147

Date of Contract:

02/01/03

Expiration Date for Contract:

02/01/04

Type of Contract:

Service Contract No. 63697018

Amount Needed to Cure:

\$ 91,933.

Pending Work through 12/31/03

\$120,000

This vendor is the best source—in terms of price and quality Why Contract is Critical: of work-for providing specialty work inside hot sulfuric acid towers and catalyst screening. The vendor's work is vital to sulfuric acid production, which in turn is vital to the operation of the overall plant.

Vendor (in original motion):

Chevron U.S.A. Product Company

Address:

A Division of Chevron U.S.A., Inc. 575 Market Street - Room 330 San Francisco, CA 94105-2856

Date of Contract:

01/01/1996

Contract Expiration Date:

12/31/2003

Type of Contract:

Sulphur Purchase Contract

Amount Needed to Cure:

\$ 17,274

Estimated through 12/31/03

\$3,150,000

This vendor is an important source of sulphur, a commodity Why Contract is Critical: now in very short supply. Sulphur is critical to the operation of the sulphuric acid plant, and therefore for the operation of the overall complex. A good relationship with this vendor is essential in Debtor's ability to maintain sulphur supplies.

Vendor (in original motion): Cheney Lime and Cement Company

Address: P.O. Box 160

Allgood, AL 35013

Date of Contract: 02/03/03 Contract Expiration Date: 07/01/04

Type of Contract: Blanket Purchase Order for Lime

Amount Needed to Cure: \$ 49,000 Estimated through 12/31/03 \$450,000

Why Contract is Critical: This vendor is an important source of lime for water treating. Purchases are needed immediately upon rainfall which may cause untreated runoff to enter Bayou Cassotte (adjacent to the plant). The number of potential lime suppliers is very limited, and Debtor attempts to do business and maintain a good relationship with the ones who serve its area. Water treatment is mandated by Mississippi Department of Environmental Quality and EPA.

Vendor (in original motion): Southern Lime Company

Address: P.O. Box 182

Calera, AL 35040

Date of Contract: 02/03/03 Contract Expiration Date: 07/03/04

Type of Contract: Blanket Purchase Order for Lime

Amount Needed to Cure: \$ 16,680 Estimated through 12/31/03 \$330,000

Why Contract is Critical: This vendor is an important source of lime for water treating. Purchases are needed immediately upon rainfall which may cause untreated runoff to enter Bayou Cassotte (adjacent to the plant). The number of potential lime suppliers is very limited, and Debtor attempts to do business and maintain a good relationship with the ones who serve its area. Water treatment is mandated by Mississippi Department of Environmental Quality and EPA.

English Boiler and Tube, Inc.

Address:

P. O. Box 50218

Richmond, VA 23250-0218

Date of Contract:

02/05/2003

Type of Contract:

Purchase Order No. 3005359

Amount Needed to Cure:

\$ 67,280

Expected Future Amount

\$336,398

Why Contract is Critical: The vendor is constructing a package boiler to replace the Debtor's existing package boiler, which is old and unreliable. The vendor agreed to lend Debtor a replacement unit ("loaner") while it is constructing the new boiler.

A working boiler is critical to Debtor because it is the sole source of steam when the sulfuric plants are shut down. Steam is required to keep sulfur molten and for sulfuric acid plant start-up. If steam is not available, the sulfuric plants are not operating and cannot be started up, and the sulfur supply cools down and solidifies, the entire complex of plants must be shut down and all production stopped.

On May 16, vendor ceased working on the new boiler and refused to install the loaner, which had been delivered to Debtor's site prepetition, until vendor receives a progress payment of \$67,280 due prepetition.

Vendor has indicated to Debtor that it will not resume work on the new boiler or install the loaner until the Court has entered an order permitting Debtor to assume the contract. While vendor had agreed to make the loaner available until August 1 free of charge, vendor had agreed to lend the loaner unit to someone else in August. Therefore, vendor has told Debtor it will rent a boiler to lend elsewhere and pass on the rental costs (2 month minimum) to Debtor.

COMPANY

TRIAD NITROGEN, L.L.C.

Vendor:

Harcros Chemicals Inc.

Address:

P. O. Box 270

St. Gabriel, LA 70776-0270

Date of Contract:

01/01/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

\$ 1,756

Expected Future Amount

\$35,000

Why Contract is Critical: This vendor supplies chlorine, which is essential for treating water and is critical to Debtor's manufacturing process. Chlorine is ordered and delivered as needed. The number of potential suppliers is limited. Debtor pays only for quantity it orders and receives.

Vendor (in original motion):

Formosa Plastics Corporation

Address:

9 Peach Tree Hill Road Livingston, NJ 07039-5702

Date of Contract:

01/01/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order

Amount Needed to Cure:

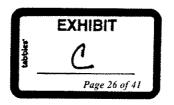
\$ 7.252

Expected Future Amount

\$70,000

Why Contract is Critical:

This vendor supplies caustic, which is essential for treating water and is critical to Debtor's manufacturing process. Caustic is ordered and delivered as needed. The number of potential suppliers is limited. Debtor pays only for quantity it orders and receives.



Vendor (in original motion):

Lofton Staffing Services

Address:

214 Burnside Suite 204 Gonzales, LA 70737

Date of Contract:

08/15/2002

Contract Expiration Date:

08/15/2003

Type of Contract:

Service Contract (form of contract is an Invitation to Bid for Contract Guard Services, which, by its terms, becomes a contract when

signed by both parties)

Amount Needed to Cure: Expected Future Amount

\$ 5,019

\$50,000

Why Contract is Critical: Vendor provides guard services for complex. Guards control access to plant for employees, suppliers, customers and emergency responders. Interruption of service not acceptable. Debtor has regulatory obligations to guard certain products, such as those used in the manufacture of illegal drugs (meth).

Vendor:

Entergy Louisiana, Inc.

Address:

L-ENT-26C

639 Loyola Avenue

New Orleans, LA 70113

P. O. Box 61000

New Orleans, LA 70161

Date of Contract:

01/14/1969; Account No. 540708

Contract Expiration Date:

Evergreen

Type of Contract:

Amount Needed to Cure:

\$ 139,148

Expected Future Amount

\$

Date of Contract:

01/14/1969; Account No. 540709

Contract Expiration Date: Evergreen

Type of Contract:

Amount Needed to Cure:

\$ 62,160

Expected Future Amount

\$

Why Contract is Critical: This vendor is the sole provider of electricity to Debtor's plant. Debtor believes that if it is allowed to pay its prepetition debt, vendor would permit payment terms which would be beneficial to Debtor.

Vendor (in original motion):

Borden Chemical, Inc.

Address:

180 East Broad Street

Columbus, Ohio 43215-3799

Date of Contract:

Contract Expiration Date:

03/19/2003

January 2004

Type of Contract:

Stock Purchase Agreement

Amount Needed to Cure:

\$ 0

Expected Future Amount

\$526,250

Why Contract is Critical: Payment due in January 2004 is earn-out payment based on performance of the company whose stock Debtor purchased. Meanwhile, Borden, expected to be a major customer in one of the Debtor's product lines, bears significant indemnification obligations related to the performance of the company whose stock Debtor purchased. Loss of this potential customer would materially impact Debtor's current marketing plan. A good relationship with Borden is considered critical to Debtor's being successful in the melamine business.

COMPANY

MISSISSIPPI POTASH

Vendor:

Address:

Akzo Chemicals Inc.

300 S. Riverside Plaza

Chicago, IL 60606

Date of Contract:

Contract Expiration Date:

01/02/2003

12/31/2003

Type of Contract:

Blanket Purchase Order No. 3001001

Amount Needed to Cure:

\$ 66,662

Expected Future Amount

\$647,357 in 2003

Why Contract is Critical: Vendor supplies a special blend of long chain amine used by Debtor in its plant flotation system, where the mined potash is separated from impurities such as salt. This is a specially formulated blend of long chain amines that has been developed by vendor and Debtor over many years, and vendor is the only supplier that formulates this special blend. Inability to receive this product would cost Debtor substantially in loss of efficiencies in flotation process. Debtor pays only for quantities it orders and receives.

Vendor: Address: DPC Industries, Inc.

3501 2nd St. SW 87105

Albuquerque, NM 87119

Date of Contract

...4 ...

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order No. 3001005

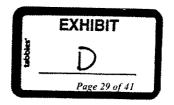
Amount Needed to Cure:

\$ 19,372

Expected Future Amount

\$148,134

Why Contract is Critical: Vendor is Debtor's sole source for sodium hydpochlorite, a chemical which is used in the flotation plant in refining Debtor's product and is essential to achieving the quality necessary for its market. Other sources are effectively unavailable to Debtor because of Debtor's isolated location, which results in excessive freight cost to Debtor from other suppliers. <u>Debtor pays only for quantities it orders and receives</u>



Chevron Phillips Chemical Co.

Address:

P. O. Box 4910

The Woodlands, TX 77387

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order No. 3001010

Amount Needed to Cure:

\$ 28,775

Expected Future Amount:

\$171,128

Why Contract is Critical: Vendor is Debtor's sole source for flotation oil, which is essential for maximum efficiency of the flotation process. (The oil adheres to the potash and causes it to float in the cells.) Debtor has tried various other oils in the past, but none have worked in its process. <u>Debtor pays only for quantity it uses.</u>

Vendor:

LSI Lubrication Services LP

Address:

P. O. Box 1319 Hobbs, NM 88241

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Blanket Purchase Order No. 3001008/3001009

Amount Needed to Cure:

\$ 44,272

Expected Future Amount

\$227,389

Why Contract is Critical: Vendor supplies D-Dust Oil, which is applied to Debtor's finished product as it is being loaded for transport to customers in order to control dust. Dust control is essential for use in agriculture and for customer satisfaction. Other products have been tried for dust control in the past, but this particular oil is superior in quality and price (other oils have even clogged Debtor's systems). Debtor pays only for quantity it orders and receives.

Joy Manufacturing Company

Address:

P. O. Box 1319 Hobbs, NM 88241

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Consignment Agreement

Amount Needed to Cure:

\$ 85,466

Expected Future Amount:

\$600,000

Why Contract is Critical: Joy is the original manufacturer and supplier of Debtor's continuous miners used in the West Mine. These miners are the machines used to remove the potash ore from underground, an obviously essential function. While some parts for the miners can be purchased from other suppliers, there are many necessary parts for which this vendor is the sole source supplier. This vendor also allows Debtor to keep an inventory of parts at Debtor's warehouse and to pay for them only as they are used, an arrangement of substantial financial significance to Debtor.

Debtor pays only for quantity it uses. [

Vendor has filed a reclamation claim.

Vendor:

DBT Industries, Inc.

Address:

P. O. Box 1190

Huntington, UT 84528

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Purchase Order

Amount Needed to Cure:

\$ 21,843

Expected Future Amount

\$350,000

Why Contract is Critical: Vendor is the original manufacturer and supplier of the mechanical portion of Debtor's conveyor belt systems and of haul cars for underground mine equipment. Vendor is the sole source for the majority of the replacement parts for this essential equipment. Debtor pays only for quantity it orders and receives.

Vendor has filed a reclamation claim.

Plant Services

Address:

P. O. Box 1356

Birmingham, AL 35201

Date of Contract:

04/08/2003

Contract Expiration Date:

05/05/2003

Type of Contract:

Purchase Order No. 3004408

Amount Needed to Cure:

\$17,400

Expected Future Amount

\$17,400 in 2003

Why Contract is Critical: Vendor supplies Debtor with vacuum pumps at \$17,400 each, a significant cost savings. The only other known source of this type of vacuum is Nash Manufacturing, which has quoted Debtor \$60,000 per pump.

Vendor:

Eimco Coal & Machinery

Address:

1602 Greene

Carlsbad, NM 88220

Date of Contract:

01/02/2003

Contract Expiration Date:

12/31/2003

Type of Contract:

Consignment Agreement

Amount Needed to Cure:

\$ 42,935

Expected Future Amount

\$350,000

Why Contract is Critical:

Vendor is the manufacturer of Debtor's Eimco is vital to Debtor's process. Vendor is the sole

Continuous Miners, equipment which is vital to Debtor's process. Vendor is the sole source for the majority of the replacement parts. <u>Debtor pays only for quantity it uses.</u>

is the original manufacturer and supplier of Debtor's continuous miners used in the East Mine. These miners are the machines used to remove the potash ore from underground, an obviously essential function. While some parts for the miners can be purchased from other suppliers, there are many necessary parts for which this vendor is the sole source supplier. This vendor has stopped providing parts to Debtor until this contract is assumed. Debtor pays only for quantity it orders and receives.

Vendor has filed a reclamation claim.

COMPANY

MISSISSIPPI CHEMICAL CORPORATION

Vendor:

Crescent Technology, Inc.*

Address:

1615 Poydras St.

New Orleans, LA 70112

Date of Contract:

04/27/2000

Type of Contract:

Professional Services Agreement

Amount Need to Cure:

\$55,876 (approximately)

Expected Future Amount

\$89,752 (approximately)

Why Contract is Critical: In order to provide services to Mississippi Phosphates Corporation ("Phosphates") pursuant to a management services agreement, Mississippi Chemical Corporation (MCC) contracted with this vendor to perform environmental testing/monitoring required by several permits/orders issued to Phosphates by the Mississippi Department of Environmental Quality. Vendor's work is necessary to comply with these permits/orders. Failure to comply could lead to permit revocation and the inability to continue operations.

Vendor:

Peel Consulting, PLLC"

Address:

140 Chapel Lane Madison, MS 39110

Date of Contract:

08/07/2002

Contract Expiration Date:

12/31/03 or upon earlier completion of work

Type of Contract:

Contract No. 89602004 for Environmental

Services

Amount Needed to Cure:

\$9,571.52

Expected Future Amount

\$20,000

Why Contract is Critical: Mississippi Chemical Company, L.P. (MCCLP), owns a liquid fertilizer storage facility at Eufaula, Alabama, on property leased from the Alabama State Docks. MCCLP has determined that it no longer needs the storage facility and has agreed to sell it to Alabama Farmers. However, the Alabama State Docks will not release MCCLP from its lease until the property is approved by the Alabama Department of Environmental Management (ADEM). ADEM will not approve the property until MCCLP has proved that the soil and water under the facility meet

Mississippi Chemical Corporation contracted for these services pursuant to a management services agreement with Mississippi Chemical Company, L.P.

EXHIBIT

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Mississippi Chemical Corporation contracted for these services pursuant to a management services agreement with Mississippi Phosphates Corporation.

certain environmental standards. In order to provide services to MCCLP pursuant to a management services agreement, Mississippi Chemical Corporation (MCC) contracted with Peel Consulting, PLLC, to assess the condition of the soil and water, to represent MCCLP before the ADEM, and to perform any clean-up work required. Peel Consulting was selected for these tasks because of their known expertise, their experience with ADEM and their employment of a geologist registered with the state of Alabama as required by ADEM. The work is underway. MCC and MCCLP believe that there are few, if any, other environmental consulting firms with the qualifications of Peel Consulting. More importantly, to switch contractors at this stage of the work would cause delay and additional cost and thereby further delay MCCLP's exit from the Eufaula facility.

COMPANY

MELAMINE CHEMICALS, INC.

Vendor: Address: Entergy Louisiana, Inc.

L-ENT-26C

639 Loyola Avenue

New Orleans, LA 70113

P. O. Box 61000

New Orleans, LA 70161

Date of Contract:

01/14/1969; Account No. 540707

Contract Expiration Date: Evergreen

Type of Contract:

Amount Needed to Cure:

\$ 44,673

Expected Future Amount \$ 30,000/month

Why Contract is Critical: This vendor is the sole provider of electricity to Debtor's plant. Debtor believes that if it is allowed to pay its prepetition debt, vendor would permit payment terms which would be beneficial to Debtor.

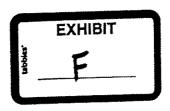


EXHIBIT 2

Amend Mtn re Approval of Exec Contracts for Mississippi Chemical

Total number of parties: 208

Mode of Service: US Mail (1st Class)

Exhibit 2 - First Day Orders

Svc Lst Name and Address of Served Party

Svc Lst	Name and Address of Served Party
3725	A C M EQUIP RENTAL SALES, PO BOX 271427, SALT LAKE CITY, UT 84127-1427
3725	A T AND T, PO BOX 9001307, LOUISVILLE, KY 40290-1307
3725	ACBL, 23078 NETWORK PL, CHICAGO, IL 60673-1230
3725	AIRMASTER EQUIP CORP, 3001 KERMIT HWY, ODESSA, TX 79764-7306
3724	AKZO CHEMICALS INC, 300 S RIVERSIDE PLAZA, CHICAGO, IL 60606
3725	ALAN H KATZ ESQ, 639 LOYOLA AVE, 26TH FL, NEW ORLEANS, LA 70113
3725	ALAN J BOGDANOW, VINSON & ELKINS LLP, 3700 TRAMMELL CROW CTR, 2001 ROSS AVENUE, DALLAS, TX 75201-2965
3725	AM COMM BARGE LINE, 23078 NETWORK PL, CHICAGO, IL 60673-1230
3724	AMERICAN CITADEL GUARD INC, 11848 S HARRELLS FERRY RD, SUITE A, PO BOX 77422, BATON ROUGE, LA 70879-7422
3725	AMERICAN PLANT FOOD CORP, PO BOX 584, GALENA PARK, TX 77547-0584
3725	ANNA HOWELL, INTERNAL REVENUE SERVICE, 100 W CAPITOL ST, STOP 15, JACKSON, MS 39269-1602
3725	ANTHONY PRINCI, ORRICK, HERRINGTON & SUTCLIFFE, 666 5TH AVE, NEW YORK, NY 10103
3725	AR SECRETARY OF STATE, CORP DIV STATE CAPITOL, LITTLE ROCK, AR 72201
3725	ARRMAZ PRODUCTS, 621 SNIVELY AVE, WINTERHAVEN, FL 33880
3724	ARRMAZ PRODUCTS, PO BOX 198902, ATLANTA, GA 30384-8902
3725	ARTHUR F JERNIGAN JR, WATSON & JERNIGAN, P.O. BOX 23546, JACKSON, MS 39225-3546
3725	ATLAS COPCO, 46 SCHOOL RD, VOORHEESVILLE, NY 12186-9696
3725	AVAYA INC, PO BOX 5332, NEW YORK, NY 10087-5332
3725	AWF INC, 4940 TIMBER CREEK DR, HOUSTON, TX 77017-5952
3725	B AND A CHEMICAL COMPANY, PO BOX 11, CLINTON, MS 39060-0011
3725	B AND M MACHINERY COMPANY, 7170 COPPERQUEEN DR, EL PASO, TX 79915-1225
3725	BABIN, 13511 VIVIAN RD, GONZALES, LA 70737-6871
3725	BAGGETT III INDUSTRIAL CONSTRUCTORS, PO BOX 1683, PASCAGOULA, MS 39568-1683
3725	BAKER DISTRIBUTING, 930 HIGH ST, JACKSON, MS 39202-3545
3725	BAKER PROCESS COMPANY, 12734 TANNER RD, HOUSTON, TX 77041-6511
3724	BARECO PRODUCTS, PO BOX 10312, 140 EAST MAIN STREET, ROCK HILL, SC 29730
3725	BARECO, 140 EAST MAIN STREET(USA), PO BOX 10312, ROCK HILL, SC 29731-0312
3725	BETTER MARKETING KONNECTION,INC, PO BOX 7537, JACKSON, MS 39284-7537
3725	BLUE CROSS BLUE SHIELD OF MS INC, PO BOX 1043, JACKSON, MS 39215-1043
3725	BNSF, PO BOX 847347, DALLAS, TX 75284-7347
3725	BOOT STORE, PO BOX 3098, WEST MONROE, LA 71294-3098
3724	BORDEN CHEMICAL INC, 180 EAST BROAD STREET, COLUMBUS, OH 43215-3799
3725	BRUCEOAK, PO BOX 17880, NORTH LITTLE ROCK, AR 72119
3725	C/O TRIUNE INC, EIMCO COAL & MACHINERY - CARLSBAD, 1602 E GREENE ST, CARLSBAD, NM 88220- 9705
3725	C/O US BANK, AMERICAN RAILCAR INDUSTRIES, PO BOX 641469, CINCINNATI, OH 45264
3725	CARLSBAD AUTO SUPPLY CO, 710 S CANYON ST, CARLSBAD, NM 88220-5563
3725	CERTIFIED LABORATORIES, PO BOX 38, FLORA, MS 39071-0038
3725	CERTIFIED MAP CORP, PO BOX 5293, BRANDON, MS 39047-5293
3724	CHENEY LIME AND CEMENT COMPANY, PO BOX 160, ALLGOOD, AL 35013
3725	CHENEY LIME AND CEMENT CO, PO BOX 160, ALLGOOD, AL 35013-0160

Svc Lst Name and Address of Served Party

SVC LSt	Name and Address of Served Party
3725	CHEVRON PHILLIPS CHEM CO L, PO BOX 4910, THE WOODLANDS, TX 77387-4910
3724	CHEVRON PHILLIPS CHEMICAL CO, PO BOX 4910, THE WOODLANDS, TX 77387
3724	CHEVRON USA PRODUCT COMPANY, A DIVISION OF CHEVRON USA INC, 575 MARKET STREET, ROOM 300, SAN FRANCISCO, CA 94105-2856
3724	CINERGY MARKETING & TRADING LP, CINERGY, 1100 LOUISIANA, SUITE 4900, HOUSTON, TX 77002
3725	CITY TRUCK & TRAILER PARTS, 624 HIGHWAY 49 S, RICHLAND, MS 39218-9443
3725	CLAYTON CHARLES, 463 WILDWOOD TER EXT, YAZOO CITY, MS 39194-2120
3725	CLINTON P HANSEN, FAGELHABER LLC, 55 E MONROE ST, 40TH FL, CHICAGO, IL 60603
3725	CN, PO BOX 530164, ATLANTA, GA 30353-0164
3725	CNR LP, PO BOX 78740, MILWAUKEE, WI 53278-0740
3725	CONNELLS OFFICE SUPPLIES, 424 N CANAL ST, CARLSBAD, NM 88220-5802
3725	CONTINENTAL NIT, 12955 COURT HOUSE BL, ROSEMOUNT, MN 55068-2613
3725	CORPORATE TRUST, BANCORPSOUTH BANK, PO BOX 1605, JACKSON, MS 39215-1605
3724	CORSICANA TECHNOLOGIES INC, PO BOX 1898, CORSICANA, TX 75151
3725	CRAIG GENO, HARRIS, GENO & DUNBAR, PO BOX 3919, JACKSON, MS 39207-3919
3725	CRDU, PO BOX 4301, JACKSON, MS 39296-4301
3724	CRESCENT TECHNOLOGY INC, 1615 POYDRAS ST, NEW ORLEANS, LA 70112
3725	CSXT, PO BOX 532652, ATLANTA, GA 30353-2652
3725	DAVID N USRY, 188 E CAPITOL ST STE 500, JACKSON, MS 39201
3724	DBT INDUSTRIES INC, PO BOX 1190, HUNTINGTON, UT 84528
3725	DOUGLAS C NOBLE, PHELPS DUNBAR LLP, PO BOX 23066, SUITE 500, SKYTEL CENTRE N, JACKSON, MS 39225-3066
3724	DPC INDUSTRIES INC, 3501 2ND ST SW 87105, ALBUQUERQUE, NM 87119
3725	DUNN LAMPTON, US ATTORNEY, 188 E CAPITOL ST, STE 500, JACKSON, MS 39201-2126
3725	EASTERN TELECOM SERVICES, SERVICES COMPANY, PO BOX 1947, CLOVIS, NM 88102-1947
3724	EIMCO COAL & MACHINERY, 1602 GREENE, CARLSBAD, NM 88220
3725	EIMCO COAL MACH CARLSBAD, C/O TRIUNE INC, 1602 E GREENE ST, CARLSBAD, NM 88220-9705
3725	ELEVON INC, PO BOX 60000, FILE NO 73028, SAN FRANCISCO, CA 94160
3724	ENGLISH BOILER AND TUBE INC, PO BOX 50218, RICHMOND, VA 23250-0218
3725	ENGLISH BOILER AND TUBE INC, PO BOX 50218, RICHMOND, VA 23250-0218
3724	ENTERGY LOUISIANA INC, L-ENT-26C, 629 LOYOLA AVE, NEW ORLEANS, LA 70113
3724	ENTERGY LOUISIANA INC, L-ENT-26C, 639 LOYOLA AVE, NEW ORLEANS, LA 70113
3724	ENTERGY LOUISIANA INC, PO BOX 61000, NEW ORLEANS, LA 70161
3724	ENTERGY LOUISIANA INC, PO BOX 61000, NEW ORLEANS, LA 70161
3724	ENTERGY MISSISSIPPI INC, L-ENT-26C, 639 LOYOLA AVE, NEW ORLEANS, LA 70113
3724	ENTERGY MISSISSIPPI INC, PO BOX 61000, NEW ORLEANS, LA 70161
3725	EXXON MOBIL, 13501 KATY FWY, HOUSTON, TX 77079-1306
3725	FAIRBANKS SCALES, 4850 BROADWAY, DENVER, CO 80216-6344
3725	FARMLAND IND-KANSAS CITY KS, 6833 GRIFFIN RD, KANSAS CITY, KS 66111-2405
3725	FARMLAND MISSCHEM LIMITED, PO BAG 38, COUVA POST OFFICE, POINT LISAS, TRINIDAD
3725	FEDERAL CONTAINER CORPORATION, 4935 TIMBER CREEK DR, PO BOX 877298, HOUSTON, TX 77287
3725	FMH MATERIAL HANDLING SOLUTIONS, FKA CLARKLIFT OF EL PASO, 1054 HAWKINS BLVD, EL PASO TX 79915-1213
3725	FORMOSA PLASTICS CORPORATION USA, 9 PEACH TREE HILL RD, LIVINGSTON, NJ 07039-5702
3724	FORMOSA PLASTICS CORPORATION, 9 PEACH TREE HILL ROAD, LIVINGSTON, NJ 07039-5702
3724	FORMOSA PLASTICS CORPORATION, 9 PEACH TREE HILL ROAD, LIVINGSTON, NJ 07039-5702

3725 FORREST TIRE COMPANY, 414 S CANAL ST, CARLSBAD, NM 88220-5676

3725 G E BETZ INC, PO BOX 846046, DALLAS, TX 75284-6046

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Svc Lst Name and Address of Served Party

GAINWELL TIRE SERVICE, PO BOX 942, YAZOO CITY, MS 39194-0942 3725 GLOBAL COMPUTER SUPPLIES, 1050 NORTHBROOK PKWY, SUWANEE, GA 30024-2930 3725 GRANTHAM POOLE, 6360 I 55 N STE 101, IBM BUILDING, JACKSON, MS 39211-2038 3725 GRESON TECHNICAL SALES AND SERVICE, PO BOX 192, BEAUMONT, TX 77704-0192 3725 GSE LINING TECHNOLOGY, 19103 GUNDLE RD, HOUSTON, TX 77073-3598 3725 HALL MACHINE & WELDING CO, 102-108 W MERMOD ST, CARLSBAD, NM 88220-6202 3725 3724 HARCROS CHEMICALS INC, PO BOX 270, ST GABRIEL, LA 70776-0270 HARCROS CHEMICALS, 1030 WHOLESALE ROW, BOX 8278, JACKSON, MS 39201-6150 3725 HARCROS CHEMICALS, 1030 WHOLESALE ROW, JACKSON, MS 39284-8278 3724 HARRELSON, JIM, PO BOX 1049, UNION CITY, TN 38281-1049 3725 HENRY F OWSLEY, GORDIAN GROUP LLC, 499 PARK AVE FL 5, NEW YORK, NY 10022-1240 3725 HIGHLAND MACHINERY, PO BOX 215, 355 KY RT 114, PRESTONSBURG, KY 41653-0215 3725 HILTON JACKSON, 1001 E COUNTY LINE RD, JACKSON, MS 39211-1817 3725 IKON OFFICE SOLUTIONS, SOUTHEAST DISTRICT, PO BOX 532530, ATLANTA, GA 30353-2530 3725 INDUSTRIAL ELECTRIC MOTORS INC, 838 S CANYON ST, PO BOX 926, CARLSBAD, NM 88220-5565 3725 INTER CHEM, 1887 E 71ST ST, SOUTHBRIDGE OFFICE PK, TULSA, OK 74136-3984 3725 3725 INTERNATIONAL COMMODITIES, EXPORT CORPORATION, 2975 WESTCHESTER AV, PURCHASE, NY 10577 IOS CAPITAL, PO BOX 740540, ATLANTA, GA 30374-0540 3725 JACKSON MEDICAL CLINIC, 501 MARSHALL ST STE 208, JACKSON, MS 39202-1687 3725 JACKSON PAULINE D., 1812 GRAND AVE, YAZOO CITY, MS 39194-2331 3725 JAMES CONSTRUCTION GROUP LLC, PO BOX 90022, BATON ROUGE, LA 70879-9022 3725 JAMES E SPIOTTO, CHAPMAN AND CUTLER, 111 W MONROE ST STE 1700, CHICAGO, IL 60603-4080 3725 3725 JAMES W O'MARA, PHELPS DUNBAR LLP, PO BOX 23066, SUITE 500, SKYTEL CENTRE N, JACKSON, MS 39225-3066 JASON DUNN, FLEET PRIDE-JACKSON, 533 HIGHWAY 49 S, RICHLAND, MS 39218-9495 3725 JIM F SPENCER JR. LATHAM & WATKINS, SEARS TOWER, STE 5500, CHICAGO, IL 60603 3725 JOHN M FLYNT MISSISSIPPI CHEMICAL CORPORATION, PO BOX 388, YAZOO CITY, MS 39194-0388 3725 JOSEF S ATHANAS, LATHAM & WATKINS, SEARS TOWER, STE 5500, CHICAGO. IL 60603 3725 3725 JOY MANUFACTURING COMPANY, 507 PARK DR, CARLSBAD, NM 88220-6257 JOY MANUFACTURING COMPANY, PO BOX 1319, HOBBS, NM 88241 3724 KIRBY, PO BOX 200788, HOUSTON, TX 77216-0788 3725 KNIGHTHAWK ENGINEERING, FORMERLY BORSIG, 17625 EL CAMINO REAL, SUITE 412, HOUSTON, TX 3724 77058 KR BORIES CONSTRUCTION COMPANY, 3300 OAK STREET, GAUTIER, MS 39533 3724 LA DEPT OF REVENUE, PO BOX 3440, BATON ROUGE, LA 70821-3440 3725 LANGSTON COMPANIES INC. 1100 N 7TH ST, WEST MEMPHIS, AR 72301-2003 3725 LAWRENCE BASS, HOLME ROBERTS & OWEN, 1700 LINCOLN # 4100, DENVER, CO 80203 3725 LIQUID TRANSPORT INC. PO BOX 1331, OAK GROVE, LA 71263-1331 3725 LIQUIDTR, PO BOX 1331, OAK GROVE, LA 71263-1331 3725 LOFTON STAFFING SERVICES, 214 BURNSIDE, SUITE 204, GONZALES, LA 70737 3724 LONGSTRA, PO BOX 2146, PASCAGOULA, MS 39569-2146 3725 LPC PACKAGING, PO BOX 600, LODI, CA 95241-0600 3725 LSI LUBRICATION SERVICES LP, PO BOX 1319, HOBBS, NM 88241 3724 LSI LUBRICATION SERVICES LP, PO BOX 1319, HOBBS, NM 88241-1319 3725 MANNING TRUCKING, 5209 INDUSTRIAL RD, PASCAGOULA, MS 39581-5247 3725

MARATHON TRANSPORTATION INC, 2224 EAGLE BLUFF DR, VALRICO, FL 33594-7218

MARK RUBIN, CHANIN CAPITAL PARTNERS, 330 MADISON AVE, 11TH FLOOR, NEW YORK, NY 10017-

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MARLEY COOLING TOWER COMPANY, PO BOX 99038, CHICAGO, IL 60693-9038 3724 MARLEY COOLING TOWER, PO BOX 808, WALKER, LA 70785 3725 MARLEY COOLING TOWER, PO BOX 808, WALKER, LA 70785-0808 MARTIN MARIETTA BASIC PRODUCT, MAGNESIA SPECIALTIES DIVISION, PO BOX 15470, BALTIMORE, MD 21220-0470 3725 MARTIN MARIETTA BASIC PRODUCTS, MAGNESIA SPECIALTIES DIVISION, PO BOX 15470, BALTIMORE, MD 21220-0470 3725 MAYFIELD OILS INC, 1970 JERRY CLOWER BLVD, YAZOO CITY, MS 39194-2559 MCMASTER CARR SUPPLY CO, PO BOX 54960, LOS ANGELES, CA 90054-0960 3725 METALLURGICAL AND MATERIALS TECH, I, 11701 SUN BELT CT, PO BOX 77110, BATON ROUGE, LA 70809-4211 MFA INCORPORATED, 201 RAY YOUNG DR, COLUMBIA, MO 65201-3599 3725 3725 MOBIL OIL CORPORATION, 3225 GALLOWS ROAD, FAIRFAX, VA 22037 3725 MOTION INDUSTRIES INC, 4000 N COUNTY RD W, ODESSA, TX 79764-6417 MS STATE TAX COMMISSION, 1577 SPRINGRIDGE RD, RAYMOND, MS 39154-9452 3725 NATURE CONSERVANCY, 6400 LAKEOVER RD, STE C, JACKSON, MS 39213-8007 3725 3725 NEWSOM, PO BOX 768, YAZOO CITY, MS 39194-0768 NM TAX AND REV DEPT, BOX 630, SANTA FE, NM 87509-0630 3725 OAKLEY LOUISIANA INC. 11210 DOUG ATTAWAY BL, SHREVEPORT, LA 71115-9562 3725 OFFICESOURCE INC. PO BOX 258, JACKSON, MS 39205-0258 OFFISOURCE INC, PO BOX 13709, JACKSON, MS 39236-3709 3725 3724 PEEL CONSULTING PLLC, 140 CHAPEL LANE, MADISON, MS 39110 3725 PEPCO, PO BOX 1088, PASCAGOULA, MS 39568-1088 3725 PEPCO, PO BOX 911649, DALLAS, TX 75391-1649 3725 PETER S KAUFMAN, GORDIAN GROUP LLC, 499 PARK AVE FL 5, NEW YORK, NY 10022-1240 3725 PEYTON MICHAEL D. 9715 MYRLEVILLE RD, BENTONIA, MS 39040-9201 PIRNIE MALCOLM INC. 104 CORPORATE PK DR, WHITE PLAINS, NY 10602 3725 3725 PLAINS WELDING SUPPLY INC, 522 S MAIN ST, CARLSBAD, NM 88220-6241 3725 PLANT SERVICES, 4000 8TH AVE N, BIRMINGHAM, AL 35222-1110 PLANT SERVICES, PO BOX 1356, BIRMINGHAM, AL 35201 3724 PREMIER SERVICES CORPORATION, 7251 ENGLE ROAD, MIDDLEBURG HEIGHTS, OH 44130 3724 PRESSURE PRODUCTS, 900 LOUIS DR, WARMINSTER, PA 18974-2864 3725 PROCESS PUMP REPAIR INC, PO BOX 501, 1438 INDUSTRIAL PKWY, SARALAND, AL 36571-0501 3725 PUBLIC SERVICE COMMISSION, PO BOX 660, YAZOO CITY, MS 39194-0660 QUEEN OIL AND GAS, PO BOX 959, CARLSBAD, NM 88221-0959 3725 R MILLER, 230 S BEMISTON AV, STE 1230, CLAYTON, MO 63105-1912 3725 RESCAR INC. DEPT 77-3318, CHICAGO, IL 60678 3725 3725 RIA, 33317 TREASURY CTR, CHICAGO, IL 60694-3300 3725 ROBERT PAUL, FTI CONSULTING INC, 333 W WACKER DR, STE 600, CHICAGO, IL 60606-1284 RONALD H MCALPIN, ASSISTANT US TRUSTEE, 100 W CAPITOL ST, STE 706, JACKSON, MS 39269-1602 3725 RXPOWER, 10800 FARLEY ST STE 165, 75 CORPORATE WOODS, OVERLAND PARK, KS 66210-1418 3725 SABER SUPPLY COMPANY INC. PO BOX 936, BECKLEY, WV 25802-0936 3725 SECURITY SUPPORT SERVICES, PO BOX 2633, JACKSON, MS 39207-2633 3725 SHIPP, MARY SUE, YAZOO COUNTY TAX COLLECTOR, POST OFFICE BOX 108, YAZOO CITY, MS 39194 3725 SHPS INC EBS A/R, LOCKBOX 94893, LOUISVILLE, KY 40294 3725 3725 SMITH EPHRAIM, 236 WOODRIDGE DR, YAZOO CITY, MS 39194-2567 SOUTHERN HEAT EXCHANGER CORP, PO BOX 1850, TUSCALOOSA, AL 35403 3724 SOUTHERN LIME COMPANY, PO BOX 182, CALERA, AL 35040 3724

Svc Lst Name and Address of Served Party

	The dia Address of Served Party
3725	SOUTHTOW, PO BOX 1000, DEPT 124, MEMPHIS, TN 38148-0124
3725	SPARKS COMPANIES INC, 775 RIDGE LAKE BLVD, STE 400, MEMPHIS, TN 38120-9464
3725	SPENCER GILBERT, (REPRESENTING: MS WORKER'S COMPENSATION), WISE CARTER LAW FIRM, PO BOX 651, JACKSON, MS 39205-0651
3725	STEPHEN W ROSENBLATT, BUTLER, SNOW, O'MARA AND STEVENS, PO BOX 22567, JACKSON, MS 39225-2567
3725	T GLOVER ROBERTS, ROBERTS & GRANT PC, 3102 OAK LAWN AVE, STE 700, DALLAS, TX 75219
3725	TAXATION AND REVENUE DEPARTMENT, PO BOX 25127, SANTA FE, NM 87504-5127
3725	TERRAL, 10100 HIGHWAY 65 S, LAKE PROVIDENCE, LA 71254-4019
3725	THE FINANCIAL CENTER, BANK OF NEW YORK TRUST CO, 505 20TH ST N STE 750, BIRMINGHAM, AL 35203-4601
3725	THOMAS L KENT, ORRICK, HERRINGTON & SUTCLIFFE, 666 5TH AVE, NEW YORK, NY 10103
3725	TINAMARIE FEIL, BMC, 1330 E FRANKLIN AVE, EL SEGUNDO, CA 90245
3725	TITAN, PO BOX 1353, LEVELLAND, TX 79336-1353
3725	TRANSAMMONIA, 4211 W BOY SCOUT BL, STE 600, TAMPA, FL 33607-5757
3725	TURBO SPECIALTIES, 4301 N COUNTY RD W, ODESSA, TX 79764-3942
3725	UHI, 1108 W PIERCE ST, CARLSBAD, NM 88220-4015
3725	UNION HOME & INDUST CORP, 1108 W PIERCE ST, CARLSBAD, NM 88220-4015
3725	UNITED PARCEL SERVICE, LOCKBOX 577, CAROL STREAM, IL 60132
3725	UNIVERSAL BOILER WORKS, 10125 BOSQUE CIR NW, ALBUQUERQUE, NM 87114-8826
3725	UP, PO BOX 502453, SAINT LOUIS, MO 63150-2453
3725	US FUSION, PO BOX 69, GONZALES, LA 70707-0069
3725	US SEC, 3475 LENOX RD NE, STE 1000, ATLANTA, GA 30326-1239
3725	V R C COMPANY, PO BOX 250, BRUNSWICK, TN 38014-0250
3725	VANGUARD GROUP, PO BOX 2600, VALLEY FORGE, PA 19482-2600
3725	VBGPLANT, PO BOX 51, VICKSBURG, MS 39181-0051
3725	VERTEX TAX TECHNOLOGY ENTERPRISES L, PO BOX 905735, CHARLOTTE, NC 28290-5735
3724	VIP INTERNATIONAL, PO BOX 4147, BATON ROUGE, LA 70821-4147
3725	VOPAK USA, 3909 OUTLAND RD, MEMPHIS, TN 38118-6323
3725	W ROBERTS JONES, WATSON & JERNIGAN, PO BOX 23546, JACKSON, MS 39225-3546
3725	WAGNER EQUIPMENT, PO BOX 2627, HOBBS, NM 88241-2627
3725	WARE, WES, 7615 MAGNOLIA BEACH RD, APT 13D, DENHAM SPRINGS, LA 70726-8940
3725	WASCOM, MALCOLM JR, PO BOX 501, FRANKLINTON, LA 70438
3725	WESPORT STEEL AND SUPPLY INC, PO BOX U, CARLSBAD, NM 88221-7516
3725	WILLIAM D YOUNG, VINSON & ELKINS LLP, 3700 TRAMMELL CROW CTR, 2001 ROSS AVENUE, DALLAS,

3725 XCEL ENERGY, PO BOX 9477, MINNEAPOLIS, MN 55484-9477 Subtotal for this group: 208

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