STORAGE AGREEMENT

This Storage Agreement (hereinafter referred to as the "Agreement") is entered into as of the Agreement and day of Jarreto, 1996, by and between Bruce Oakley, Inc., Post Office Box 17980. North Little Rock, Arkansas 72100 (hereinafter referred to as "Oakley"), a corporation organized and doing business under the laws of the state of Arkansas, and Mississippi Chemical Company, L.P., Post Office Box 1545, Yazoo City, Mississippi 39194 (hereinafter referred to as "MCLP"), a limited partnership organized and doing business under the limited partnership laws of the state of Delaware

WHEREAS, Oakley is constructing a storage facility located on the Red River a Shreveport, Louisiana (hereinafter referred to as the "Storage Facility"), suitable for the propertorage and handling of Amtrate® MCLP's ammonium nitrate (hereinafter referred to as "Product") and

WHEREAS, MOLP desires Oakley to store Product in the Storage Facility and to provide other services as herein described, and

WHEREAS, Oakley desires to provide MCLP with said storage and services

NOW, THEREFORE, in consideration of the covenants and agreements herein contained the parties hereby agree as follows

- 1 A contract year shall be three hundred sixty-five (355) days beginning with the first day of the month following completion of the Storage Facility as defined in paragraph 5 hereof
- The term "ton" as used herein shall mean a short ton of two thousand (2,000) pounds
- Oakley shall make available for the use of MCLP storage space which is adequate and suitable for the storage of up to ten thousand (10,000) tons of Product MCLP guarantees to Oakley a minimum guaranteed throughput of thirty thousand (30,000) tons of Product per contract year

EXHIBIT "A"

PAGE

- Oakley shall, as an independent contractor, at its own expense, provide all 4 supervision, labor, loading and unloading equipment and other equipment, material and/or services necessary to receive and unload Product into the Storage Facility, and to load Product into outgoing trucks. Product shall be delivered to the Storage Facility by barge or rail
- The term of this Agreement shall commence as of the first day of the month 5 following completion of construction of the Storage Facility, such completion being defined as ready in every way to receive, store and ship Product. Oakley shall provide MCLP with prior written noticely of the completion and readiness of the Storage Facility at least two (2) weeks prior to actual completion. Prior to commencement of this Agreement, Oakley shall also obtain from the United States Coast Guard and any state or local authorities all necessary approvals required to unload handle, store and ship Product. Oakley shall be obligated to maintain such approvals throughout the duration of this Agreement. Failure to obtain or maintain such approvals shall be as an automatic termination of MCLP's obligations under this Agreement other than payment of then-outstanding invoices

The Initial term of this Agreement shall be for a period of five (5) years and shall be automatically extended for an additional three (3) year term unless notice of termination is provided by MCLP within sixty (60) days prior to the end of the initial five-year term. Thereafter this Agreement shall be automatically renewed for additional three (3) year terms unless notice of termination is provided by either party within sixty (60) days prior to the end of the then-current term

- MCLP shall keep Oakley informed as to the expected arrival date of Product, and Oakley agrees to unload such Product prior to the expiration of the free time allowed. In the event that demurrage does occur same shall be payable by the party responsible for causing the demurrage provided, however, that MCLP shall have the right to pay said demurrage charge, and Oakley agrees to fully reimburse MCLP in a timely manner for said demurrage caused by Oakley
- 7 Inbound barge tennage shall be determined at the point of origin through the services of a mutually acceptable independent manne surveyor. Outgoing tonnage from the Storage Facility will be determined using Oakley's scale weights
- 8 Oakley will release and deliver Product to MCLP or MCLP's customers upon oral of written communication therefor from MCLP personnel to Qakley personnel, which instructions shall

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include a shipping order number. Such release and delivery shall be made, in accordance with MCLP's oral or written instructions, by Oakley's removing Product from the Storage Facility and placing the same in trucks designated by MCLP, such service will normally be performed by Oakley between the hours of 8 00 a.m. and 5 00 p.m., five (5) days per week, but shall be provided at other reasonable times at the request of MCLP. On the date of such release and delivery, Oakley will complete with respect thereto a shipping form provided by MCLP and will provide the same MCLP by facsimile and U.S. mail dispatched on the date of such release and delivery.

9 MCLP agrees to pay a throughput fee of Twenty and 00/100 Dollars (\$20 00) per ton of Product which shall include barge freight flow MCLP's Yazoo City, Mississippi, port facility via barges owned or controlled by Oakley to the Storage Facility, unloading, storage and loading Product onto trucks at Shreveport, Louisiana, weighing trucks, and providing MCLP with the required shipping documents. This throughput fee shall be payable in the amount of Fifteen and 00/100 Dollars (\$15 00) per ton for Product going into storage and Five and 00/100 Dollars (\$5 00) per ton for Product removed from storage and loaded and delivered to MCLP or its customers accordance with the terms of this Agreement. At the close of each month, Oakley shall invoice MCLP for all charges earned hereunder during such month, and the payment of said invoices MCLP shall be on the basis of net thirty (30) days from the date thereof

In the event MCLP should ship Product via rail, Oakley agrees to accommodate the unloading of railcars, and the total throughput fee shall be reduced to Ten and 00/100 Dollars (\$10.00) per ton of Product which shall be payable in the amount of Five and 00/100 Dollars (\$5.00) per ton of Product going into storage and Five and 00/100 Dollars (\$5.00) per ton of Product removed from storage and loaded and delivered to MCLP or its customers in accordance with the terms of this Agreement.

At the end of each calendar quarter, MCLP and Oakley agree to adjust the fuel component of the throughput charge relating to the barge transportation of Product from Yazoo City, Mississippi to the Storage Facility. Oakley shall inform MCLP of its actual fuel cost and "average ton miles per gallon" at the time of the commencement of the initial term of the Agreement. The fuel cost will then be adjusted up or down based upon Oakley's actual average fuel cost for a quarter (three months) in accordance with the following formula.

Trip Miles x Tons + Average Ton Miles Per Gallon x Difference in Fuel Cost = Adjustment Per Barge Load

As an example, and purely by way of illustration, assume \$0.75 per gallon is the fuel cost at the time of commencement and that \$0.70 per gallon is the average actual cost in a given quarter, or a \$0.05 difference

YC-Shreveport x Tons = Ton Miles → Avg. Fuel Consumption of 240 Ton Miles per Gallon x Difference in Fuel Cost = Adj. Criticity

491 miles x 1500 = 736 500 ÷ 240 = 3069 gailons of fuel used x \$0.05 = \$153

Within thirty (30) days following the end of each quarter. Oakley will calculate the fuel adjustment in accordance with this formula and (a) pay MCLP the amount of total credit for the quarter or (b) in the case of fuel cost exceeding the beginning fuel cost, MCLP will pay Oakley's invoice for the adjustment

- Oakley will use reasonable and customary efforts to avoid shrinkage in the handling of Product. In the event that MCLP determines that the loss of Product through shrinkage has exceeded two percent (2%) of the amount of Product stored hereunder, Oakley shall pay MCLP for the amount of such excess at MCLP's then-current published price to MCLP dealers. FCB warehouse, within thirty (30) days after the date of MCLP's invoice to Oakley therefor. Calculations to measure shrinkage shall be conducted at least annually, and such calculations shall be subject to audit by MCLP.
- Oakley shall indemnify and hold MCLP harmless from and against any and all losses, damages, injuries causes of action, claims and expenses (including reasonable legal fees and expenses), of whatsoever kind and nature resulting from any willful or negligent act or emission, or any default in the performance hereof, by Oakley or its agents or employees. MCLP shall have no risk of loss for destruction of or damages to the Storage Facility. MCLP's responsibility and liability for taxes shall be limited to sales, property or similar taxes assessed on or in connection with the Product, MCLP shall have no responsibility or liability for taxes assessed in connection with the Storage Facility or the business of storage or warehousing. The provision of this paragraph. 2 shall survive the expiration, termination or cancellation of this Agreement.

In addition, Oakley shall maintain appropriate and sufficient liability insurance covering the Storage Facility and shall provide MCLP with certificates of said insurance upon request.

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- Oakley represents and warrants that it has the right and ability to provide proper and safe storage in the Storage Facility in accordance herewith and to perform all services described nerein, that it will comply with all applicable laws ordinances, codes and regulations, that it will at all times protect the Product from contamination and damage consistent with industry standards, and that it shall, at its sole explense, keep the Storage Facility in good repair at all times
- MCLP, its agents and employees shall at all reasonable times have the right to enter the Storage Facility for any purpose related to this Agreement, including inventory of the Product stored therein and Oakiey will provide all cooperation and assistance necessary or desirable for MCLP's exercise of such light
- All Product stored in the Storage Facility shall be and remain in the control of MCLP and shall be stored by Oakley separate and apart from all materials belonging to others (including Oakley). Oakley shall at all times represent to all third parties, including, but not limited to, creditors and potential creditors of Oakley, that such Product in Oakley's possession is not the property of Oakley.
- Oakley shall execute, throughout the initial and any renewal term hereof, all documents reasonably requested by MCLP which are in aid of the preservation of title to the Product stored in the Storage Facility free and clear of the claims of any third party
- 17 Risk of loss from destruction of and damage to the Product (other than loss) damage or destruction caused by the breach hereof, or by the negligent or willful act or omission of Oakley or its agents or employees) shall be the responsibility of MCLP
- In the event Oakley shall file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors or be adjudicated bankrupt, or be declared insolvent, or fail to perform any material part of this Agreement, including the obligations specifically set forth herein and such default shall continue for ten (10) days after MCLP has given written notice of such default to Oakley, then, in any of said events, this Agreement may be terminated at the option of MCLP, and MCLP may, at any time within thirty (30) days after the date of the notice of termination remove all Product belonging to or controlled by MCLP. The cost of removal of all Product stored upon termination shall be deducted from the amount of compensation owed Oakley for handling of storage charges. The right of MCLP to terminate this Agreement as herein set forth is in addition to

PAGE

and not in exhaustion of such other rights as may accrue to MCLP because of Oakley's failure to tutifil, perform or observe the obligations, agreements or covenants of this Agreement, and the exercise or pursuit by MCLP of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that MCLP might otherwise have. Upon termination pursuant to the terms of this paragraph 18, MCLP shall have no further obligations hereunder.

- 19 If Oakley has assignable rights and in the event Oakley receives an offer to purchase and/or assume Oakley's rights to the Storage Facility from a third party. Oakley hereby agrees to grant MCLP the right of first refusal to match any such offer and acquire the Storage Facility. Oakley shall give MCLP written notice of the receipt of any such notice, and MCLP shall have thirty (30) days in which to meet such offer. If MCLP fails to notify Oakley within thirty (30) days, its option to purchase shall cease.
- Each of the parties hereto shall be relieved of its obligations hereunder if and to the extent that it is prevented from performing the same by any reasons beyond its reasonable control, including, without in any way limiting the generality of the foregoing, acts of God, war, insurrection, force of arms, nots, civil disorder, fire, the elements, explosion, strike, lockout or other differences with workmen (and neither party shall be obligated to settle such differences against its own best judgment), shortage of utility, facility, material or labor delay in or unavailability of transportation, breakdown accident, or compliance with or other action taken to carry out the intent or purpose of any law or regulation. The party so affected shall promptly notify the other of the existence of such cause, or its expected duration, and of the estimated effect thereof on its ability to perform its obligations hereunder. Such party shall exert every reasonable affort to eliminate such cause and shall promptly notify the other party when such cause ceases to affect its ability to perform its obligations hereunder.
- 21 Neither party shall assign or permit any transfer by operation of law or otherwise of any or all of its rights and duties hereunder without the prior written approval of the other party
- This Agreement constitutes the entire understanding between the parties hereto and there are no understandings, representations or warranties of any kind, express or implied, not specifically set forth herein. This Agreement shall be construed under and governed by the laws of the state of Mississippi.

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Notices and written communication in connection herewith shall be forwarded to 23 U.S. mail to the applicable address specified below

if to MCLP

Mississippi Chemical Company L.P.

Post Office Box 1545

Yazoo City, Mississippi 39194

- Shipping reports and invoices of handling charges to the attention of Manager of Distribution
- All other notices to the attention of Secretary

If to Oakley

Bruce Oakley Inc.

Post Office Box 17880

North Little Rock, Arkansas 72100

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective representatives each authorized so to do in duplicate originals as of the day and yellar first above written

ATJEST

Rosalyn B Glascoe

Secretary

(SEAL)

ATTEST

Signature

Edward Vance Jr Fert

Typed Name and Title

(SEAL)

MISSISSIPPI CHEMICAL COMPANY, LP

Joe A Ewing

Director of Procurement

and Distribution

BRUCE OAKLEY, INC.

Signature

Dennis Oakley, Presi

Typed Name and Title

7

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF ARKANSAS (Jackson)

- (A)NAME OF DEBTOR Mississippi Chemical Corporation, Yazoo City, Mississippi, et al, chapter 11 Jointly Administered
- (B) CASE NUMBER 03-02984 WEE
- 1 NAME OF CREDITOR Bruce Oakley, Inc [and following wholly owned companies] Oakley Barge Line, Inc , Oakley Trucking, Inc , Oakley Louisianna , Inc , Oakley Fertilizer, Inc
- a NAME AND ADDRESSES WHERE NOTICES SHOULD BE SENT Bruce Oakley, Inc attn Dennis B Oakley, Pres 3700 Lincoln Avn N Little Rock, AR 72114
- b TELEPHONE NUMBER 501-945-0875
- c Check if you are award that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars
- d Check if you have never received any notices from the bankruptcy court in this case
- Check if the address on the envelope differs from the address on the envelope sent to you by the court
- 2 ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
- a Check nere if,

replaces amend:

a previoualy filed claim, dated,

3 Babis for claim

Coods sold [adjustments to purchases from Miss Chem] Services performed money loaned personal injury/wrongful death tales

other

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-- wages, salaries and compensation (fill out below)
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DATE DEBT WAS INCURRED 4-18-2003 through 5-15-2003 Oakley Louisiana, Inc \$75,532 27 warehousing and maritime liens for marine services, Oakley Trucking, Inc 4-21-2003 through 5-15-2003 \$12,046 23 truck freight Oakley Barge Line, Inc \$11,298 02 4-25-2003 and \$11 538 95 4-25-2003 all secured by applicable maritime liens cargo, \$1,575 Oakley Fertilizer, Inc 5-15-2003 Oakley Barge Line, Inc \$8,514 44 [5-6-2003 through 6-5-2003 barge BOI233 TPIP DO3 (in progress as to demurrage)

EXHIBIT "B"

- 5 IF COURT JUDGEMENT DATE OBTAINED none
- 6 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 120,304 91* secured by setoffs or warehousing or maritime liens

If all or part of your claim is secured or entitled to priority, also complete Item 7 or 8 below

- A check this if claim includes interest or other charges in adoltion to the principal amount of the claim. Attached are itemized Statements of all interest on additional charges.
- / SECURED CLAIM
- κ check this if your claim is secured by collateral (including a right or setoir)

Bri-f description of Collateral

- --- real estate
- v other setoffs out of Miss Chemical involce 14299469 5-16-03 shipped 163,000 involce 14298943 shipped 12-2003 163,000 involce 14297920 shipped 10-22003 163,000 maxitime liens and land based warehouse liens

VALUE OF COLLATERAL various

Amount of arrearage and other charges at time case filed included in secured claim, if any \$ see attached schedules

- 8 UNSECURED PRIORITY CLAIM
- --- Cherk if you have an unsecured priority claim

- --- Wages salaries, or commissions (up to 4 300) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier 11 U S C 507(a)(3)
- --- contributions to an employee benefit plan 11 U S C 507 (A) (40
- --- UP TO \$1,950* of deposits toward purchase, lease or rents of property of services for personal, family, or nousehold use 11 U S C 507(a)(6)
- --- Alimony, maintenance, or support owed to a spouse, former spouse, or child 11 U C (507(A)(7)
- --- IAJES OR PENALTIES OWED TO GOVERNMENTAL UNITS u s c 507(A) ()
- --- CIHER SPECIFY APPLICABLE PARAGRAPH OF 11 U 3 C 507 (a) ()

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

- 9 CREDITS The amount of al. phyments on this claim has been credited and decitted for the purpose of making this proof of claim
- SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissor, notes purchase orders, involces, itemized statements of running accounts, contracts, court judgements, mortgages, security agreements, and evidence of perfection of lien. Do NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous attach a summary.

Att = hed are fullowing documents documents numbered 000001 through 000013 | Dates stamped)

11 DATE-STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim, RETURN ENVELOPE ENCLOSED

DATE 6-9-2003

Bruco Oakley Inc et al

BY Fletcher C Lewis, Ark Bar 72075 104 N Edmonds, McCrory, Ar 72101

870~731-2581

authorized to file this claim (attach copy of power of attorney, if any) Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U>S>C~ 152 and 3571

page 3 of 3 plus attachments documents 000001 through 000013

BUBBA,

TWO INVOICES ON THIS LIST INCLUDE SERVICES AFTER THE 15TH

I ADJUSTED INVOICE 55363 TO REFLECT LOADING DATES 5/12/03 THRU 5/15/03

I ADJUSTED INVOICE 55364 TO REFLECT THE NINE CARS UNLOADED ON THE 15TH THE TENTH CAR WAS NOT RECEIVED UNTIL 5/19/03

TOTAL OWED FOR SERVICES PERFORMED ON OR BEFORE THE 15TH IS \$75,332.27

TOTAL OWED WITHOUT ADJUSTMENTS \$81,003 97

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ID 6013553565 Time Ol 60 2M PAGE 13/24

JUL-22-03 11 12 FROM QUICK PRINT ID 601 SORTED BY INVOICE NUMBER

INVOICE NUMBER	INVOICE DATE SRC	CUSTOMER NUMBER	NAME	SALESPERS NUMBER	
0055043 INV	04/18/03 A/R	55MCC	Mississippi Chemic	al Corp 0055	
SALES CODE	DESCRIPTION load 4/10-4/	15/03	QUANTITY 1148 530	UNIT PRICE 5 000	EXTENSION 5,742 65
			inv	OICE TOTAL	5,742 65
0055345 INV	04/24/03 A/R	55MCC	Mississippi Chemic	al Corp 0055	
\$ALES CODE UNLOAD UNLOAD LOAD	DESCRIPTION UNLOAD # NBI UNLOAD # PVH LOAD 4/16-4/	9709 C40B 23/03	QUANTITY 1639 771 1674.738 1189.470	UNIT PRICE 5 000 5.000 5 000	EXTENSION 8,198 86 8,373 69 5,947 35
			INI	OICE TOTAL.	22,519 90
0055347 INV	05/02/03 A/R	55MCC	Mississippi Chemic	al Corp 0055	
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0055355 INV	05/08/03 A/R	55MCC	Mississippi Chemic	al Corp 0055	
SALES CODE LOAD	DESCRIPTION LOAD 4/30-05	/05/03	QUANTITY 2052 810	UNIT PRICE 2 200	
			INV	OICE TOTAL	4,516 18
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			INV	OICE TOTAL.	8,674 80
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0055364 INV	05/21/03 A/R	55MCC	Mississippi Chemical Corp 0055
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0055365 INV	-05/23/03 A/P	55MCC	Mississippi Chemical Corp 0055
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			INVOICE TOTAL 4,045 50
			REPORT TOTAL 83,003 97

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BRUCE OAKLEY, 1. .

OAKLEY B RGE LINE

POST OFFICE BOX 17880 NORTH LITTLE ROCK, ARKANSAS 72117 PHONE 501 945-0875 • FAX 501-945-6970

> INVOICE # 0009382-IN INVOICE DATE 04/25/03

MISSISSIPPI CHEMICAL CORP P O BOX 388 Yazoo City MS 39194

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BARGE #NBI 9709

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AS PAYMENT DUE 15 DAYS FROM DATE OF INVOICE

INVOICE TOTAL 11,298 02

True Copy 6/5/03

FROM 6013553565

P15

POST OFFICE BOX 17880

NORTH LITTLE ROCK, ARKANSAS 72117

PHONE 501-945-0875 • FAX 501-945-6970

ID 6013553565

INVOICE # 0009381-IN INVOICE DATE 04/25/03

MISSISSIPPI CHEMICAL CORP P O BOX 388 Yazoo City MS 39194

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PAGE 17/24

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Statement Date Account No 06/05/03 MICHY

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OAKLE? TRUCKING INC PO BOX 17880 NORTH LITTLE ROCK, AR 72117

Telephone 501/945-0875

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Mississippi Chemical Co Attn. Judy Ables P.O. Box 388 YAZOO CITY MS 39194

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05/15/03	379349	n38520015	778 69	778 69
05/15/03	379429	n-38520007	803 49	803 49
05/20/03	379656	n38520111	768 78	768 78
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05/23/03	380094	Load #399945	329 64	329 64
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PAGE 18/24

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Mississippi Chemical Co Attn. Judy Ables P O Box 388 YAZOO CITY MS 39194

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Remit To

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I CERTIFICATION ACTIONS OF DESCRIPTIONS

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PEYTON, MICHAEL

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