

CLERK OF DISTRICT COURT
DISTRICT OF MASSACHUSETTS
FILED
03 JUN 24 PM 1:58
CHARLES J. KELLEY
CLERK
BY _____ DEPUTY

MISSISSIPPI CHEMICAL
CORPORATION, *et al.*
DEBTORS.

~~~~~

Case No. 03-2984-WEE  
Chapter 11  
**Jointly Administered**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

1. My name is Peter S. Kaufman. I am over the age of twenty-one years and have never been convicted of a felony. I have personal knowledge of the facts stated herein.

2. I am presently employed as a member of Gordian Group, LLC ("Gordian"). Gordian is a financial advisory firm with its principal offices located in New York, New York.

3. I submit this affidavit as a supplement (the "Supplemental Affidavit") to that original affidavit (the "Original Affidavit") I submitted in support of the *Application to Employ Gordian Group, LLC As Financial Advisor Pursuant to Bankruptcy Code Sections 327 and 328(a)* (the "Application"), filed by the above-captioned debtors and debtors in possession herein (the "Debtors").

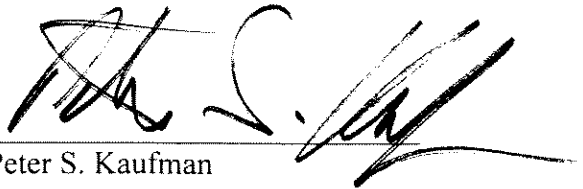
4. I have personal knowledge of each of the facts stated in this Supplemental Affidavit, except for those facts stated on information and belief and, as to those facts, I am informed and believe them to be true based upon available information. If called as a witness, I could and would testify as to the matters set forth below based upon my personal knowledge, except where otherwise indicated below.

5. As described in paragraph 8(c) of the Original Affidavit, Gordian began assisting the Debtors as financial advisor commencing on or about September 25, 2002. As referenced in that certain December 20, 2002 engagement letter, attached to the Application as Exhibit "A" (the "December Agreement"), the Debtors executed Gordian's engagement letter dated September 24, 2002 (the "September Agreement"). The scope of Gordian's services to the Debtors was subsequently expanded under a letter agreement dated October 14, 2002 (the "October Agreement"). True and correct copies of the September Agreement and the October Agreement are attached hereto as Exhibits "1" and "2," respectively. The December Agreement supersedes the September Agreement and the October Agreement.

6. The September Agreement provided, among other things, that Gordian would be paid for its services at a rate of \$150,000 per month. Under the terms of the September Agreement, October Agreement and December Agreement, Gordian was paid fees totaling \$1,117,741.94 and expenses totaling \$66,277.99 for its pre-petition services as financial advisor to the Debtors.

7. The terms and conditions of the Debtors' current retention of Gordian as financial advisor are set forth in the December Agreement, a true and correct copy of which is attached to the Application as Exhibit "A."

Further, Affiant sayeth not.

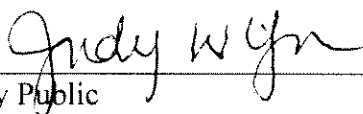
  
Peter S. Kaufman

**VERIFICATION**

STATE OF NEW YORK                   §  
                                                 §  
COUNTY OF NEW YORK           §

SWORN TO AND SUBSCRIBED before me, a Notary Public for the state and  
county aforesaid, on this 23<sup>rd</sup> day of June 2003.

**JUDY W. YU**  
**Notary Public, State of New York**  
**No. 41-4956429**  
**Qualified in Queens County**  
**Commission Expires September 25, 19**  
**2005**

  
\_\_\_\_\_  
Notary Public  
My commission expires: 9/25/05

### 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.

|                                                                                                                        |                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| James E. Spiotto<br>Chapman and Cutler<br>111 W. Monroe Street<br>Chicago, Illinois 60603                              | Stephen W. Rosenblatt<br>Butler, Snow, O'Mara, Stevens & Cannada<br>Post Office Box 22567<br>Jackson, MS 39225-2567 |
| Anthony Princi<br>Thomas L. Kent<br>Orrick, Herrington & Sutcliffe LLP<br>666 Fifth Avenue<br>New York, New York 10103 | Craig M. Geno<br>Harris, Geno & Dunbar<br>P.O. Box 3919<br>Jackson, MS 39207-3919                                   |
| Ronald H. McAlpin<br>Assistant U.S. Trustee<br>Suite 706<br>100 W. Capitol Street<br>Jackson, Mississippi 39269        | Bankruptcy Management Corporation<br>Attn: Tinamarie Feil<br>1330 E. Franklin Ave.<br>El Segundo, CA 90245          |

SO CERTIFIED, this the 24 day of June, 2003.



JAMES W. O'MARA  
DOUGLAS C. NOBLE

**PERSONAL AND CONFIDENTIAL**

September 24, 2002

Board of Directors  
Mississippi Chemical Corporation  
P.O. Box 388  
Yazoo City, Mississippi 39194

Attention: Charles O. Dunn  
President and CEO

Dear Sirs:

This letter (the "Agreement") confirms the terms of the engagement of Gordian Group, LLC ("Gordian") by Mississippi Chemical Corporation (together with any of its subsidiaries, "GRC" or the "Company") as of the date hereof to provide certain financial advisory services as specifically set forth below, in connection with:

(a) a potential financial restructuring of the Company's:

- (i) senior bank credit facility (the "Bank Credit Facility"),
- (ii) 7.25% Senior Notes due 2017 (the "Notes"),
- (iii) 5.80% Industrial Revenue Bonds due 2022 (the "IRs"), or
- (iv) a material portion of the Company's non-working capital, non-lease balance sheet obligations.

(b) raising new or replacement capital for the Company, or

(c) any merger, consolidation, reorganization, recapitalization, joint venture or other business combination or sale of assets of the Company or the acquisition of substantially all or a portion of the assets or outstanding securities of another entity,

in one or a series of transactions (each, a "Financial Transaction").

Gordian's services hereunder shall comprise advising and making recommendations to management and the Board of Directors of the Company in connection with a potential

1. Initial Agreement

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EXHIBIT

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**Financial Transaction.** To the extent necessary, Gordian's services will include assisting the Company in

- (i) the evaluation and development of a strategy (or strategies) for the Company in connection with a Financial Transaction,
- (ii) representing the Company in discussions and negotiations with various third parties, including creditors, potential investors and acquisition targets,
- (iii) negotiating and structuring of the financial aspects of a proposed Financial Transaction,
- (iv) otherwise assisting the Company in obtaining funding for a Financial Transaction, and
- (v) providing such additional services as necessary and appropriate to advise the Company throughout Chapter 11 proceedings (including, without limitation, valuation services and testimony in conjunction therewith) in the event the Company files for protection under Chapter 11 of the United States Bankruptcy Code.

If requested by the Company, Gordian will render one written opinion to the Board of Directors of the Company regarding valuation, fairness or solvency in accordance with its customary practice (the "Opinion"), provided that in no event shall any fee be payable with respect to the Opinion. Gordian's services hereunder may include the rendering of additional valuation, fairness or solvency opinions or other additional services not expressly referenced above; any such services shall be addressed in a separate engagement letter as may be mutually agreed to by the Company and Gordian.

In the event the Company, its affiliates or their management receive or initiate an inquiry or other contact concerning a Financial Transaction, the Company shall promptly inform Gordian of such inquiry or contact, in order that Gordian can assist the Company in any resulting negotiations in such manner as directed by the Company.

For Gordian's services in connection with this engagement, the Company shall pay or cause to be paid to Gordian, in cash in U.S. dollars, nonrefundable fees as follows:

- (a) monthly fees of \$150,000 per month for each month of the engagement, payable in advance on the first of each month (the "Monthly Fees"), plus
- (b) an additional fee of 1.5% of the principal amount or purchase price of any Financial Transaction effected ("Additional Fee") (provided that the Additional Fee shall not be payable with respect to any amounts provided or syndicated by (i) Harris Trust and Savings Bank or its affiliates, (ii) The CIT Group/Business Credit, Inc., or its affiliates, (iii) Ableco Finance LLC or its affiliates and (iv) any other party that provides or syndicates amounts in conjunction with any of the parties listed in (i), (ii) or (iii) of this proviso; provided further, however, that notwithstanding the foregoing, the Additional Fee shall apply to amounts contemplated by the

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immediately preceding proviso, including any debtor-in-possession financing provided by Harris Trust and Savings Bank and its affiliates, to the extent that the Company requests in writing the services of Gordian with respect to a Financial Transaction with any of the parties covered by the immediately preceding proviso).

Gordian shall cap the aggregate amount of all fees owed to it hereunder (all Additional Fees and Monthly Fees), at \$4.0 million. It is understood that merely an extension, covenant waiver or standstill agreement regarding the Bank Credit Facility shall not constitute a Financial Transaction.

The Additional Fee shall be paid in full simultaneously with the acquisition, retirement or other disposition of the Bank Credit Facility, the Notes and/or the TRs.

If, after the expiration of this Agreement, Gordian, any affiliate of Gordian, or any member, partner, officer, director, employee, controlling person, representative or agent of Gordian or any affiliate of Gordian is required to participate in connection with the threat or assertion of a claim, litigation or investigation with respect to this engagement for which the Company is not obligated pursuant to the terms of this Agreement to indemnify Gordian, then Gordian shall be compensated for the time expended by such person at depositions or trial, at the hourly rate then in effect for such person or, if no such rate is then in effect, the hourly rate that Gordian shall reasonably determine to be appropriate.

In addition to the fees described above, Gordian shall be reimbursed upon invoice for all of its reasonable out-of-pocket expenses (including legal, travel, telephone and facsimile) incurred in connection with Gordian's engagement hereunder; provided that Gordian shall not be reimbursed for legal expenses in excess of \$15,000 without the prior written approval of the Company, which shall not be unreasonably withheld.

The nature and scope of Gordian's investigation in connection with the matters described herein, including the Opinion, shall be as Gordian deems appropriate. Gordian shall familiarize itself with and consider, as it deems appropriate, the history and nature of the business of the Company, its operations, financial results and condition, properties and prospects and such other factors as Gordian deems relevant. In this regard, Gordian shall be entitled to rely entirely on publicly available information plus such other information as may be directly or indirectly furnished to it orally or in writing by the Company or its officers, directors, employees, affiliates, representatives, counsel, auditors and advisors, without independent investigation thereof, and Gordian does not hereby assume any responsibility to verify the accuracy or completeness of any such information or to conduct any appraisal of the Company's assets or liabilities. The Company represents and warrants to Gordian that, to the best of its knowledge, all information it directly or indirectly furnishes to Gordian in connection with Gordian's engagement hereunder shall be true, complete and accurate in all respects, and not misleading. The Company agrees to cooperate fully with Gordian and shall promptly make available to Gordian all such

1. ENGAGEMENT

3

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information, documents and corporate records as Gordian deems necessary or appropriate. It is understood that the Opinion may be of such scope and substance and in such form as Gordian shall determine and Gordian may limit or qualify the Opinion as Gordian believes appropriate. Gordian shall have no obligation to update the Opinion to reflect events occurring or information obtained subsequent to the date of the Opinion.

Gordian does not represent or guarantee any specific result from this engagement. Gordian has not made, and is not responsible for the accuracy of, any projection of the Company's operating results, solvency or value, and Gordian does not make any representation regarding or guaranty of the accuracy of any projection, other view or advice Gordian provides regarding the Company or the Company's future. The Company acknowledges that all future matters are subject to certain risks and uncertainties that could cause actual results to differ materially from those projected or otherwise addressed by Gordian.

Gordian's role shall be solely as a financial advisor to the Company's management and Board of Directors, which shall remain fully responsible for all decisions and matters as to which Gordian's advice is sought. Gordian is assuming no management responsibility with respect to the Company of any nature whatsoever. Gordian's obligations to the Board of Directors and the Company are contractual in nature as expressly set forth in this Agreement and neither Gordian nor any of its affiliates nor the respective members, partners, officers, directors, employees, controlling persons, representatives and agents of Gordian or its affiliates have any fiduciary obligations to the Company or any other person in respect hereto. The Company acknowledges and agrees that its engagement of Gordian hereunder does not and is not intended to confer rights upon any person not a party hereto, including any security holders or creditors of, or holders of beneficial interests in, the Company, as against Gordian, its affiliates, or the respective members, partners, officers, directors, employees, controlling persons, representatives and agents of Gordian or its affiliates. Gordian's obligations are solely corporate obligations and no affiliate, member, partner, officer, director, employee, controlling person, representative or agent of Gordian shall be subjected to any personal liability whatsoever to any person with respect to this Agreement or the Opinion.

The Opinion and any advice, written or oral, provided by Gordian pursuant to this Agreement shall be solely for the information and assistance of the Company and its Board of Directors in connection with the Financial Transaction. Except as required by law or court order, such advice is not to be used, circulated, quoted or otherwise referred to, in whole or in part, for any other purpose. The Opinion and such advice shall not be filed with, included in or referred to, in whole or in part, in any registration statement, proxy statement, tender offer or any other document, nor are references to Gordian or its engagement hereunder to be made therein, except in each case in accordance with Gordian's prior written consent, which shall not be unreasonably withheld; provided that, notwithstanding the foregoing, such filings and references shall be permitted to the extent required by law, in which case the Company shall use its reasonable best efforts to

LEADER Agreement

4

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provide Gordian the opportunity to review the filings and references in advance of public disclosure and accommodate any revisions proposed by Gordian. Except to the extent legally required, none of: (i) the fact that Gordian is rendering advice to the Company (except that the fact that Gordian is rendering such advice may be disclosed to parties with which the Company is negotiating); (ii) the Opinion or any advice rendered by Gordian to the Company; or (iii) any communication from Gordian to the Company or from the Company to Gordian in connection with the services performed by Gordian pursuant to this Agreement shall be quoted or referred to orally or in writing in any public form or forum or document by the Company, or its agents, without Gordian's prior written authorization, which shall not be unreasonably withheld. Except to the extent expressly set forth in writing by Gordian, no third party shall be entitled to rely upon the Opinion or Gordian's advice for any purpose whatsoever. Gordian shall bear no responsibility whatsoever for the accuracy or completeness of the Company's disclosure of the Opinion or Gordian's advice to any third parties.

Gordian acknowledges that the work performed by Gordian at the request and direction of counsel for the Company (the "Work Product") may be protected from disclosure by the attorney work product privilege. Gordian will take all reasonable steps requested by the Company or counsel to the Company to protect and preserve this privilege, and Gordian will not, except as required by law, disclose the substance or content of the Work Product to any person at any time without the prior consent of the Company, which will not be unreasonably withheld.

The Company understands that Gordian does not represent that any particular Gordian professional will be solely responsible for Gordian's work product completed pursuant to Gordian's engagement and that junior Gordian professionals likely will be working on this engagement together with senior Gordian professionals. Notwithstanding the foregoing, Managing Directors Peter S. Kaufman and Henry F. Owsley shall be primarily responsible for the senior-level services that Gordian shall provide hereunder (subject to circumstances beyond Gordian's reasonable control) and shall devote such time and effort as is required, consistent with Gordian's usual practices, to enable Gordian to fully perform all material obligations of Gordian hereunder.

The Company agrees to indemnify and hold harmless Gordian and its affiliates and their respective members, partners, officers, directors, employees, controlling persons, representatives and agents (each an "Indemnified Party") to the full extent lawful from and against, and agrees that each Indemnified Party shall have no liability to the Company or its affiliates, successors, assigns, creditors or security holders for, any losses, claims, expenses, damages or liabilities (or actions or proceedings in respect thereof), including without limitation counsel fees and expenses, related to or arising out of Gordian's engagement under this Agreement, or any transaction or conduct in connection therewith except to the extent that any such loss, claim, expense, damage or liability is finally judicially determined to have resulted from the gross negligence or willful misconduct of Gordian in performing the services that are the subject of this Agreement.

LEGAL AGREEMENT

3

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If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, expense, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company and/or its equity holders on the one hand and the Indemnified Party on the other hand, but also the relative fault of the Company and the Indemnified Party, as well as any other relevant equitable considerations. In no event shall Gordian and the Indemnified Parties collectively have liability hereunder in the aggregate in excess of any cash fees actually received by Gordian hereunder, exclusive of reimbursement of expenses as provided in this Agreement. Upon receipt by an Indemnified Party of actual notice of an action, proceeding or investigation against such Indemnified Party (collectively, "Actions") with respect to which indemnity may be sought under this Agreement, such Indemnified Party shall promptly notify the Company in writing; provided that failure so to notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been materially prejudiced by such failure. The Company shall have the right to assume the defense of any such Action, including employment of counsel reasonably satisfactory to Gordian. Any Indemnified Party shall have the right to employ separate counsel in any such Action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, unless: (i) the Company has failed promptly to assume the defense and employ counsel reasonably satisfactory to Gordian or (ii) named parties to any such Action (including any impleaded parties) include such Indemnified Party and the Company, and such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from, or in addition to, those available to the Company; provided that the Company shall not in such event be responsible hereunder for the fees and expenses of more than one firm of separate counsel in connection with any Action in the same jurisdiction, in addition to any local counsel. The Company shall not be liable for any settlement of any Action effected without its written consent (which shall not be unreasonably withheld). The Company shall not settle any claim, litigation or other proceeding against any Indemnified Party relating to Gordian's engagement hereunder unless such settlement requires on the part of the Indemnified Party nothing more than a cash payment that the Company actually makes, and unless such settlement includes an express release of such Indemnified Party from all claims asserted against such Indemnified Party by all parties to such settlement, such release to be set forth in an instrument or instruments signed by or otherwise binding upon all parties to such settlement. The Company agrees to reimburse each Indemnified Party periodically for its legal and other out-of-pocket expenses (including the cost of any investigation, preparation or provision of evidence) incurred in connection with any pending or threatened action, claim, investigation or proceeding (regardless of whether Gordian is a party thereto) in respect of which indemnification or contribution may be sought hereunder or in enforcing this Agreement. The reimbursement, indemnity and contribution agreements of the Company under this paragraph shall be in addition to any liability which the Company otherwise may have and to any rights that Gordian may

Letter Agreement

6

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otherwise have, and shall extend upon the same terms and conditions to, and may be independently enforced by, any affiliate of Gordian and the members, partners, officers, directors, employees, controlling persons, representatives and agents (if any) of Gordian or any affiliate of Gordian and shall be binding upon any successors and assigns of the Company and inure to the benefit of any successors, assigns, heirs and personal representatives of Gordian, any such affiliate and any such person. The provisions of this and the following four paragraphs shall survive the completion or termination of Gordian's services pursuant to this Agreement or any termination of this Agreement.

THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICT OF LAW). THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTES ARISING HEREUNDER. The Company hereby consents to venue and jurisdiction in any court in which Gordian (or other Indemnified Person) is validly sued or otherwise found or brought. Any dispute arising under this Agreement or in connection with this engagement shall be finally settled by arbitration conducted in New York, New York by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award entered in accordance with this Agreement shall be in writing and shall be final and binding on the parties, except to the extent it may be appealed to a court of competent jurisdiction in accordance with applicable laws governing appealability of arbitration awards. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction over the parties or their assets. The parties hereto consent to the non-exclusive jurisdiction of the federal and state courts sitting in New York City for the purpose of entering judgment upon and enforcing such an award.

This engagement may be terminated by the Company or Gordian at any time with or without cause, effective upon receipt of written notice to that effect by the other party, but in such circumstance the Company shall remain liable for any Monthly Fees payable and expenses incurred prior to termination. In the event of termination of this engagement the Company shall also remain liable for the Additional Fee if within twelve months after such termination definitive documentation is entered into with respect to a Financial Transaction and such Financial Transaction is consummated.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between Gordian and the Company with respect thereto. This Agreement shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the parties. This Agreement may not be amended or modified except in writing, executed by the parties hereto. No party hereto may assign this Agreement.

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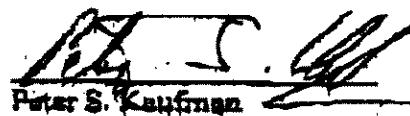
The Company's obligations hereunder shall be joint and several obligations of each of Mississippi Chemical Corporation and its undersigned subsidiaries, provided, however, that no such subsidiary shall be required to pay any amount that would cause it to become insolvent and any such amount not so paid shall be reallocated among the remaining such subsidiaries.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the duplicate of this letter attached hereto, which shall thereupon constitute a binding agreement.

Sincerely yours,

GORDIAN GROUP, LLC

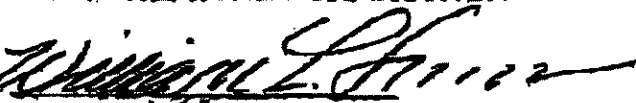
By:

  
Peter S. Kaufman  
Managing Director

AGREED TO AND ACCEPTED:

MISSISSIPPI CHEMICAL CORPORATION

By:

  
Name: WILLIAM L. SMITH  
Title: V.P. GENERAL COUNSEL

Date:

9/25/02

LETTER AGREEMENT

8

## MISSISSIPPI PHOSPHATES CORPORATION MISSISSIPPI POTASH, INC.

By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002

## EDDY POTASH, INC.

By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002

## MISSISSIPPI NITROGEN, INC.

By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002

## MISSCHEM NITROGEN, L.L.C.

By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002

## TRIAD NITROGEN, L.L.C.

By: William L. SmithName: William L. Smith  
Title: Vice President and General CounselDate: September 25, 2002

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MCC INVESTMENTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MISSISSIPPI CHEMICAL MANAGEMENT  
COMPANY

By: \_\_\_\_\_

Name: William L. Smith

Title: Vice President and General Counsel

Date: September 25, 2002

MISSISSIPPI CHEMICAL COMPANY, L.P.

By: MISSISSIPPI CHEMICAL MANAGEMENT COMPANY, General Partner

By: \_\_\_\_\_

Name: William L. Smith

Title: Vice President and General Counsel

Date: September 25, 2002

Letter Agreement

10

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MISSISSIPPI CHEMICAL CORPORATION  
Owen Couper Administration Bldg. Highway 29 East P.O. Box 388 Yazoo City, MS 39196 662-740-4131 FAX 662 746-9155 www.muschem.com

**PERSONAL AND CONFIDENTIAL**

October 14, 2002

Gordian Group, LLC  
499 Park Avenue, 5th Floor  
New York, New York 10022

Attention: Peter S. Kaufman

Dear Sirs:

Pursuant to that certain letter agreement (the "Letter Agreement") dated as of September 24, 2002, between Mississippi Chemical Corporation (the "Company") and Gordian Group, LLC ("Gordian"), the Company hereby requests the services of Gordian with respect to obtaining debtor-in-possession financing, including but not limited to debtor-in-possession financing provided by (a) Harris Trust and Savings Bank and its affiliates, (b) The CIT Group/Business Credit, Inc., and its affiliates, (c) Ableco Finance LLC and its affiliates and (d) any other party that provides or syndicates amounts in conjunction with any of the parties listed in (a), (b), or (c) of this sentence ("DIP Financing"). The Company hereby agrees that DIP Financing, if placed in use by the Company, shall constitute a "Financial Transaction" as such term is used in the Letter Agreement. Under no circumstances shall a commitment to provide DIP Financing, which DIP Financing the Company does not place in use, qualify as a Financial Transaction under the Letter Agreement.

Sincerely,

MISSISSIPPI CHEMICAL CORPORATION

  
Charles O. Dunn  
President and Chief Executive Officer

COD/lgb

99144.190

we make things grow™

