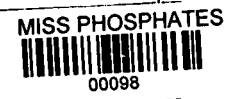


B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of Mississippi		PROOF OF CLAIM
Name of Debtor: MISSISSIPPI PHOSPHATES CORPORATION	Case Number: 14-51667-KMS	U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF MISSISSIPPI FILED DEC 22 2014 DANNY L. MILLER, CLERK DEBRA J. CLARK, DEPUTY CLERK
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MOBILE MINI, INC.		COURT USE ONLY
Name and address where notices should be sent: MOBILE MINI, INC. 7420 S KYRENE RD SUITE 101 TEMPE, AZ 85283 Telephone number: (800) 288-5669 email: TDREXLER@MOBILEMINI.COM		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>7,855.66</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		RECEIVED DEC 29 2014 BMC GROUP
2. Basis for Claim: <u>RENTAL OF MOBILE OFFICES/STORAGE CONTAINERS.</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 2 9 3 3	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): 2 1 1 8 2 9 3 3 (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: _____
Value of Property: \$ _____		Amount of Secured Claim: \$ _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



B10 (Official Form 10) (04/13) 2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: TINA DREXLER
Title: LEGAL SPECIALIST
Company: MOBILE MINI, INC.
Address and telephone number (if different from notice address above):

 12/14/2014
(Signature) (Date)

Telephone number: (800) 288-5669 email: TDREXLER@MOBILEMINI.COM

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

S T A T E M E N T

Date: 11/11/14 Page: 1

MISSISSIPPI PHOSPHATE
PO BOX 848

Account: 21182933

PASCAGOULA
JACKSON
MS 39568

Tran	Document	Date	Reference	Relates To	Goods/Cash	Tax	Outstanding
Cleared or Partly Cleared Items							
RIN	154150469	06/29/14	154009280		379.84	0.00	295.62
Uncleared Items							
LFEE	298296495	06/29/14	298078243	154149728	47.00		47.00
RIN	154150647	07/05/14	298074761		313.36		313.36
RIN	154150648	07/05/14	298074762		313.36		313.36
RIN	154150690	07/06/14	298074760		313.36		313.36
RIN	154150691	07/06/14	298078243		313.36		313.36
LFEE	154151102	07/20/14	154009280	154130469	56.98		56.98
LFEE	298305830	07/26/14	298074762	154150648	47.00		47.00
LFEE	298305831	07/26/14	298074761	154150647	47.00		47.00
RIN	154151369	07/27/14	154009280		379.84		379.84
LFEE	298306380	07/27/14	298074760	154150690	47.00		47.00
LFEE	298306381	07/27/14	298078243	154150691	47.00		47.00
RIN	154151544	08/02/14	298074761		313.36		313.36
RIN	154151545	08/02/14	298074762		313.36		313.36
RIN	154151582	08/03/14	298074760		313.36		313.36
RIN	154151583	08/03/14	298078243		313.36		313.36
LFEE	154151961	08/17/14	154009280	154151369	56.98		56.98
LFEE	298317021	08/23/14	298074761	154151544	47.00		47.00
LFEE	298317022	08/23/14	298074762	154151545	47.00		47.00
RIN	154152201	08/24/14	154009280		379.84		379.84
LFEE	298317722	08/24/14	298074760	154151582	47.00		47.00
LFEE	298317723	08/24/14	298078243	154151583	47.00		47.00
RIN	154152403	08/30/14	298074761		313.36		313.36
RIN	154152404	08/30/14	298074762		313.36		313.36
RIN	154152438	08/31/14	298074760		313.36		313.36
RIN	154152439	08/31/14	298078243		313.36		313.36
LFEE	154152869	09/14/14	154009280	154152201	56.98		56.98
LFEE	298330000	09/20/14	298074761	154152403	47.00		47.00

Continued

S T A T E M E N T

Date: 11/11/14 Page: 2

MISSISSIPPI PHOSPHATE
PO BOX 848

Account: 21182933

PASCAGOULA
JACKSON
MS 39568

Tran	Document	Date	Reference#	Relates To	Goods/Cash	Tax	Outstanding
LFEE	298330001	09/20/14	298074762	154152404	47.00		47.00
RIN	154153147	09/21/14	154009280		379.84		379.84
LFEE	298330437	09/21/14	298074760	154152438	47.00		47.00
LFEE	298330438	09/21/14	298078243	154152439	47.00		47.00
RIN	154153337	09/27/14	298074761		313.36		313.36
RIN	154153338	09/27/14	298074762		313.36		313.36
RIN	154153374	09/28/14	298074760		313.36		313.36
RIN	154153375	09/28/14	298078243		313.36		313.36
LFEE	154153895	10/12/14	154009280	154153147	56.98		56.98
LFEE	298343739	10/18/14	298074761	154153337	47.00		47.00
LFEE	298343740	10/18/14	298074762	154153338	47.00		47.00
RIN	154154176	10/19/14	154009280		379.84		379.84
LFEE	298344575	10/19/14	298074760	154153374	47.00		47.00
LFEE	298344576	10/19/14	298078243	154153375	47.00		47.00
RIN	154154360	10/25/14	298074761		313.36		313.36
RIN	154154361	10/25/14	298074762		313.36		313.36
RIN	154154397	10/26/14	298074760		313.36		313.36
RIN	154154398	10/26/14	298078243		313.36		313.36
LFEE	154154935	11/09/14	154009280	154154176	56.98		56.98

*PRE
Retention*

7855 66

*Post
Retention*

1310.42

Total Due

*9168.08
7855.66*

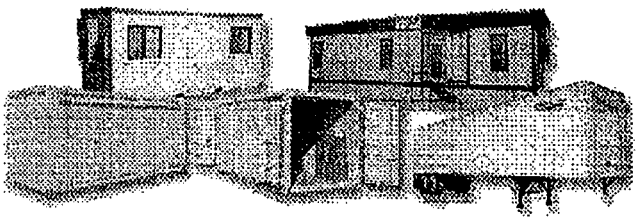


www.mobilemini.com

Accounts Receivable:
7420 S. Kyrene Road, Suite 101
Tempe, AZ 85283
Phone: 480-894-6311

Phone: 800-456-1751

CONTRACT



10. Oct. 12
YMAK

Bill To Account Number: 21182933 MISSISSIPPI PHOSPHATE PO BOX 848 PASCAGOULA, MS 39568	Deliver To: Mississippi Phosphate 601 INDUSTRIAL RD PASCAGOULA, MS 39581	Date: 10/04/2012 PO #: MPC-12004836 Contract #: 298078243 / 1 Est. Return: 11/28/2012
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Terms: Credit Net 10 Sales Person: Ben Maseloff Type: Rental Security Offices Est Rental Term: 2 Period(s)

Product Description	Quantity	Amount
Model 20W 20' Open bay office (2 Period Min = 56 Days)	1	\$246.00 per period
MMI #: <u>JS20MYW0182</u> ISO #: <u>PJ 02367</u>		
Maximum Contents Weight: 8000# Container Replacement Cost: \$15,000.00		
Maximum Contents Value: \$2,560.00 <u>E-602 99890</u>		
Delivery Zone E	1	\$195.00 each
PickUp Zone E	1	\$195.00 each
Loss Limitation Waiver		\$35.67 per period
Fuel Surcharge Delivery	1	\$35.00 each
Fuel Surcharge Pick Up	1	\$35.00 each
Personal Property Expense	1	\$10.33 per period
Total Rental Charges		\$292.00
Total Misc. Charges		\$460.00
Tax		\$0.00
Total		\$752.00

DELIVERY INFORMATION

Door Location: Passenger Side Delivery Time: (7:00 to 12:00) Call First: Call First Appearance: Standard
 Instructions: Please call Charlie Warren prior to
 Add'l Del. Inst.: delivery at 228-712-3410. Cross streets are Industrial/611 and Old Mobile Ave
 Map Page/Grid: XStreet1: Old Mobile Ave XStreet2: Industrial Rd./611
 Site Contact: Charle Warren Phone: 228.712.3410 Cell: 228.712.3330 Tim

DRIVER SECTION

Condition of Unit: Good
 Driver Notes: _____
 Additional Charges: _____
 Money Collected: Amount \$ _____
 Was Site Access Agreement Signed: YES / NO
 Cert. of Insurance Required: YES / NO
 Driver Name: Tom
 Unit Damaged Upon Delivery: YES / NO

Type of Money: CASH [] CHECK [] OTHER []
 Cert. of Insurance Received: YES / NO
 Delivery Date: 10-5-12
 Description: _____

The person signing for the Customer represents and warrants that s(he) has the authority to execute this contract.

John Henry WAREHOUSE 10-5-12
 Customer Signature Name/Title Date

Mobile Mini, Inc.

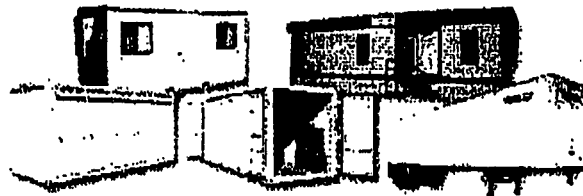
By [Signature] Title [Signature] Date 10/3/12

This contract includes the Terms & Conditions on the reverse hereof and on the below stated website. Contract number or unit number is required when requesting a pick-up. When scheduling a pick-up, we require 10 working days notice. Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date. This contract contains waivers, releases, exculpation clauses, limitations on damages, indemnity agreements, granting of contractual liens on Customer's property contained in the Units and grants access to Units on Customer's location. This contract waives warranties and shifts risk of loss for the negligence of MMI, its agents and employees to Customer. Please visit www.mobilemini.com/customercare for helpful hints, safety tips, FAQs and a copy of the contract Terms & Conditions. You hereby request and invite Mobile Mini to enter the area where units will be placed and warrant you have surveyed and inspected the location site and concluded it is appropriate for our trucks and Units. If no one is at the delivery site, you request that Mobile Mini deliver Units without supervision and hereby release and hold Mobile Mini harmless from all claims for damages, costs, or liabilities, to roadways, grounds, buildings, and personal property in or around the Unit's location.



Accounts Receivable:
7420 S. Kyrene Road, Suite 101
Tempe, AZ 85283
Phone: 480-894-6311
Phone: 800-456-1761

CONTRACT



Handwritten: 3-14-13

Bill To Account Number: 21182933 MISSISSIPPI PHOSPHATE PO BOX 848 PASCAGOULA, MS 39568	Deliver To: MISSISSIPPI PHOSPHATE 601 Industrial Rd PASCAGOULA, MS 39567	Date: 03/14/2013 PO #: Tim Mason Contract #: 154009280 / 1 Est. Return: 07/03/2013
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Terms: Credit Net 10 Sales Person: Claude Russell Type: Rental Security Offices Est Rental Term: 4 Period(s)

Product Description	Quantity	Amount
Model 40W 40' Open bay office (2 Period Min = 58 Days)	1	\$320.00 per period
MMI #: <u>A54051W0448</u> ISO #: <u>Pa 017168</u> Maximum Contents Weight: 0# Container Replacement Cost: \$25,000.00 Maximum Contents Value: \$5,120.00 <u>232 398</u>	-	-
Delivery Zone E	1	No Charge
PickUp Zone E	1	\$152.00 each
Loss Limitation Waiver	1	\$48.40 per period
Security Deposit	1	No Charge
Fuel Surcharge Delivery Waived	1	No Charge
Fuel Surcharge Pick Up	1	\$27.36 each
Personal Property Expense	1	\$13.44 per period
	Total Rental Charges	\$379.84
	Total Misc. Charges	\$179.36
	Tax	\$0.00
	Total	\$559.20

DELIVERY INFORMATION

Door Location: Any Direction Delivery Time: Not Applicable Call First: Call First Appearance: Standard
 Instructions: xx
 Add'l Del. Inst.:
 Map Page/Grid: XStreet1: xx XStreet2:
 Site Contact: tim Phone: 228-762-3210 Cell: 228-712-3330

DRIVER SECTION

Condition of Unit: _____
 Driver Notes: _____
 Additional Charges: _____
 Money Collected: Amount \$ _____
 Was Site Access Agreement Signed: YES / NO
 Cert. of Insurance Required: YES / NO
 Driver Name: _____
 Unit Damaged Upon Delivery: YES / NO

Type of Money: CASH [] CHECK [] OTHER []
 Cert. of Insurance Received: YES / NO
 Delivery Date: _____
 Description: _____

The person signing for the Customer represents and warrants that s/he has the authority to execute this contract.

MS [Signature] Tim Mason Purchasing MGR. 3/13/13
 Customer Signature Name/Title Date

Mobile Mini, Inc.
[Signature] DM 3-14-13
 By Title Date

This contract includes the Terms & Conditions on the reverse hereof and on the below stated website. Contract number or unit number is required when requesting a pick-up. When scheduling a pick-up, we require 10 working days notice. Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date. This contract contains waivers, releases, exculpation clauses, limitations on damages, indemnity agreements, granting of contractual liens on Customer's property contained in the Units and grants access to Units on Customer's location. This contract waives warranties and shifts risk of loss for the negligence of MMI, its agents and employees to Customer. Please visit www.mobilemini.com/customercare for helpful hints, safety tips, FAQ's and a copy of the contract Terms & Conditions. You hereby request and invite Mobile Mini to enter the area where units will be placed and warrant you have surveyed and inspected the location site and concluded it is appropriate for our trucks and Units. If no one is at the delivery site, you request that Mobile Mini deliver Units without supervision and hereby release and hold Mobile Mini harmless from all claims for damages, costs, or liabilities, to roadways, grounds, buildings, and personal property in or around the Unit's location.

TB

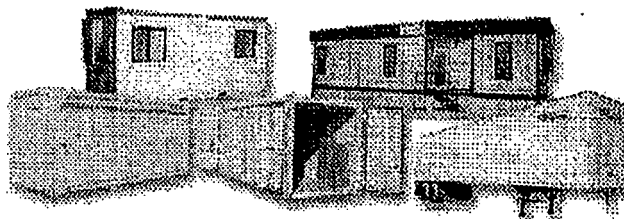


www.mobilemini.com

Accounts Receivable: 7420 S. Kyrene Road, Suite 101 Tempe, AZ 85283 Phone: 480-894-6311

Phone: 800-456-1751

CONTRACT



09.03.12
MARC

Bill To Account Number: 21182933 Mississippi Phosphate Po Box 848 Pascagoula, MS 39568	Deliver To: Mississippi Phosphate 601 INDUSTRIAL RD PASCAGOULA, MS 39581	Date: 09/05/2012 PO #: MPC-12004836 Contract #: 298074761 / 1 Est. Return: 10/30/2012
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Terms: Credit Unassigned Sales Person: Sharon Wilks Type: Rental Security Offices Est Rental Term: 2 Period(s)

Product Description	Quantity	Amount
Model 20W 20' Open bay office (2 Period Min = 58 Days)	1	\$246.00 per period
MMI #: <u>A520VYW068</u> ISO #: <u>PD 22634</u>		
Maximum Contents Weight: 8000#		Container Replacement Cost: \$15,000.00
Maximum Contents Value: \$2,560.00		
Delivery		
Pick up	1	\$195.00 each
Loss Limitation Waiver	1	\$195.00 each
Fuel Surcharge Delivery	1	\$35.67 per period
Fuel Surcharge Pick Up	1	\$35.00 each
Personal Property Expense	1	\$35.00 each
		\$10.33 per period
	Total Rental	\$292.00
	Charges	
	Total Misc.	\$460.00
	Charges	
	Tax	\$52.64
	Total	\$804.64

DELIVERY INFORMATION

Door Location: Passenger Side Delivery Time: (12:00 to 5:00) Call First: Call First Appearance: Standard
 Instructions: Please call Robert Tanner prior to
 Add'l Del. Inst.: delivery at 228-712-3389. Cross streets are Old Mobile Ave and Industrial/611
 Map Page/Grid: XStreet1: Old Mobile Ave XStreet2: Industrial Rd/611
 Site Contact: Tim Mason Phone: 2287623210 Cell:

DRIVER SECTION

Condition of Unit: Good unit
 Driver Notes: _____
 Additional Charges: _____
 Money Collected: Amount \$ _____
 Was Site Access Agreement Signed: YES / NO
 Cert. of Insurance Required: YES / NO
 Driver Name: _____
 Unit Damaged Upon Delivery: YES / NO

Type of Money: CASH [] CHECK [] OTHER []
 Cert. of Insurance Received: YES / NO
 Delivery Date: 9-5-12
 Description: _____

The person signing for the Customer represents and warrants that s/he has the authority to execute this contract.

Customer Signature

Name/Title

9-6-12
Date

Mobile Mini, Inc.

By

Title

9-4-12
Date

This contract includes the Terms & Conditions on the reverse hereof and on the below stated website. Contract number or unit number is required when requesting a pick-up. When scheduling a pick-up, we require 10 working days notice. Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date. This contract contains waivers, releases, excupation clauses, limitations on damages, indemnity agreements, granting of contractual liens on Customer's property contained in the Units and grants access to Units on Customer's location. This contract waives warranties and shifts risk of loss for the negligence of MMI, its agents and employees to Customer. Please visit www.mobilemini.com/customercare for helpful hints, safety tips, FAQs and a copy of the contract Terms & Conditions. You hereby request and invite Mobile Mini to enter the area where units will be placed and warrant you have surveyed and inspected the location site and concluded it is appropriate for our trucks and Units. If no one is at the delivery site, you request that Mobile Mini deliver Units without supervision and hereby release and hold Mobile Mini harmless from all claims for damages, costs, or liabilities, to roadways, grounds, buildings, and personal property in or around the Unit's location.

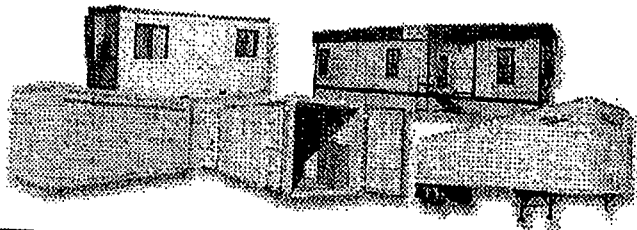


CONTRACT

09-05-12
TKAL

Accounts Receivable:
7420 S. Kyrene Road, Suite 101
Tempe, AZ 85283
Phone: 480-894-6311

Phone: 800-456-1751



Bill To Account Number: 21182933 Mississippi Phosphate Po Box 848 Pascagoula, MS 39568	Deliver To: Mississippi Phosphate 601 INDUSTRIAL RD PASCAGOULA, MS 39581	Date: 09/06/2012 PO #: MPC-12004836 Contract #: 298074762 / 1 Est. Return: 10/31/2012
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Terms: Credit Unassigned Sales Person: Sharon Wilks Type: Rental Security Offices Est Rental Term: 2 Period(s)

Product Description	Quantity	Amount
Model 20W 20' Open bay office (2 Period Min = 56 Days)	1	\$246.00 per period
MMI #: <u>AS20TYW0345</u> ISO #: <u>PD018362</u>		
Maximum Contents Weight: 8000#		Container Replacement Cost: \$15,000.00
Maximum Contents Value: \$2,560.00		
Delivery		
Pick up	1	\$195.00 each
Loss Limitation Waiver	1	\$195.00 each
Fuel Surcharge Delivery	1	\$35.67 per period
Fuel Surcharge Pick Up	1	\$35.00 each
Personal Property Expense	1	\$10.33 per period
		250213
Total Rental Charges		\$292.00
Total Misc. Charges		\$460.00
Tax		\$52.64
Total		\$804.64

DELIVERY INFORMATION
 Door Location: Passenger Side Delivery Time: (12:00 to 5:00) Call First: Call First Appearance: Standard
 Instructions: Please call Robert Tanner prior to
 Add'l Del. Inst.: delivery at 228-712-3389. Cross streets are Old Mobile Ave and Industrial Rd/611
 Map Page/Grid:
 Site Contact: Tim Mason Phone: 2287623210 XStreet1: Old Mobile Ave XStreet2: Industrial Rd/611
 Cell:

DRIVER SECTION

Condition of Unit: _____
 Driver Notes: _____
 Additional Charges: _____
 Money Collected: Amount \$ _____
 Was Site Access Agreement Signed: YES / NO
 Cert. of Insurance Required: YES / NO
 Driver Name: _____
 Unit Damaged Upon Delivery: YES / NO

Type of Money: CASH [] CHECK [] OTHER []
 Cert. of Insurance Received: YES / NO
 Delivery Date: _____
 Description: _____

The person signing for the Customer represents and warrants that s/he has the authority to execute this contract.

Customer Signature: [Signature] Name/Title: [Signature] Date: 9-5-12
 Mobile Mini, Inc.
 By: [Signature] Title: [Signature] Date: 9/4/12

This contract includes the Terms & Conditions on the reverse hereof and on the below stated website. Contract number or unit number is required when requesting a pick-up. When scheduling a pick-up, we require 10 working days notice. Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date. This contract contains waivers, releases, exculpation clauses, limitations on damages, indemnity agreements, granting of contractual liens on Customer's property contained in the Units and grants access to Units on Customer's location. This contract waives warranties and shifts risk of loss for the negligence of MMI, its agents and employees to Customer. Please visit www.mobilemini.com/customercare for helpful hints, safety tips, FAQs and a copy of the contract Terms & Conditions. You hereby request and invite Mobile Mini to enter the area where units will be placed and warrant you have surveyed and inspected the location site and concluded it is appropriate for our trucks and Units. If no one is at the delivery site, you request that Mobile Mini deliver Units without supervision and hereby release and hold Mobile Mini harmless from all claims for damages, costs, or liabilities, to roadways, grounds, buildings, and personal property in or around the Unit's location.

1. Lease. Customer ("you") hereby lease from Mobile Mini ("MMI") all units and equipment (including stairs) identified on the reverse hereof and any future substituted or added units (collectively, "Units"). This Master Lease will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. The term of a Unit lease ("Lease") commences upon the date of delivery of a Unit and continues on a monthly (meaning every 28 days) basis (each a "Period") until terminated as provided herein. You agree to pay MMI the lease charges, sales and prorated personal property tax assessments or comparable amounts, delivery, pickup and fuel charges, Loss Limitation Waiver charge, optional contents protection, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to you (collectively, "Charges"). Unless agreed to otherwise by MMI, all Charges are due monthly in advance without demand. Charges and terms of this Lease are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. You shall pay as liquidated damages (not a penalty) \$25 (and any bank fees) for dishonored checks and \$15 for unpaid Charges after each Charges' due date. If you have provided MMI with credit card information, you authorize MMI to charge your credit card for all Charges. Following each Period, each Lease shall renew automatically for additional Periods until you give MMI at least 5 working days notice to terminate a Lease. You shall pay in advance the deposit indicated to secure your performance of a Lease. The deposit will be returned to you following a Unit's return in undamaged condition or revert to MMI for its own account if MMI is reasonably unable to reach you at the address on file for you. MMI may apply the deposit for damage and any other Charges and you will replace such deposit amounts if Units are still on rent. Any payments made by you to MMI above Charges owed shall revert to MMI for its own account if MMI is reasonably unable to reach you at the address on file for you. You may name agents to act on your behalf with respect to Units, who shall have the right upon providing MMI required security information to access the Unit or order its delivery/return.
2. Delivery, Use and Removal. You may either pickup/return Units (upon meeting MMI insurance/indemnification requirements) or pay for MMI delivery/return. You may store Units at your delivery location or pay MMI to store Units at a MMI facility and agree Units may be stored by MMI at an alternative location in MMI's sole discretion. By using Units you or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify MMI in writing of any defect. Regardless of being in transit, at your location or a MMI facility, you shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("Contents") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, leaking of any Unit, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not allow habitation in Units or store dangerous, illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, remove any Unit from the United States or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, software, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. If a Unit is delivered and placed by MMI, you must contact MMI to relocate any Unit and obtain MMI's written consent or pay MMI's then-current relocation rates. You shall pay MMI all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, retain or dispose of Contents. You shall keep Units freely accessible at all times to inspection and removal by MMI. If a Unit is destroyed, damaged beyond repair, lost, stolen, not returned to or not repossessed by MMI, you shall pay MMI the replacement value of such Unit, plus applicable taxes. You assume full responsibility for identifying and complying with local ordinances and for any fines and/or penalties, monetary or other, resulting from your use or placement of Units in violation of such ordinances, rules and/or regulations. You must call MMI to schedule Unit return or removal. MMI will attempt to schedule delivery/removal of the Unit as requested by you but rental Charges will continue until delivery/removal of the Unit is completed. You are responsible to remove all locks and clean and empty the Unit prior to removal by or return to MMI. MMI may remove all locks, empty Unit and any Contents left in Units may become MMI property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for MMI removal or for changes in site condition. MMI's driver or agent may refuse a delivery/removal and MMI can charge Customer if such cannot be accomplished due to safety or potential damage. You authorize MMI to attempt to place Units pursuant to your instructions on a driveway or other paved surface accessible from a street, over your lawn or other non-paved area and you represent that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment.
3. Warranty Disclaimer. You shall maintain the Unit in good condition. You are responsible to weekly inspect the Unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant MMI a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. **MMI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION, SAFETY OR SECURITY OF UNITS OR MMI FACILITIES OR COMPLIANCE WITH LAW AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE.** You lease the Units "as is." MMI shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, loss of income, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse MMI and its directors, officers, employees, and agents ("MMI Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, delivery, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this Lease. Units shall not be attached or affixed to real property. Customer acknowledges that it will not store above the maximum value and weight of Contents of Units set forth on MMI's rental documents and such value shall be conclusive as to the maximum value of all Contents. Individual items shall be limited to \$.60 per pound up to the Content maximum value. This maximum value is significant consideration in the establishment of rental price.
4. Insurance and Optional Contents Protection ("OCP"). You agree to insure the actual full value of the Contents against loss and damage. Neither you nor your insurer shall have any claim (direct or by way of subrogation) against MMI or MMI Related Parties for any loss or damage to any property resulting from any casualty. **INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY--MMI DOES NOT PROVIDE ANY INSURANCE.** If offered to you, agreeing to the OCP Addendum incorporated herein by reference and making OCP payments, you choose to have MMI contractually assume responsibility for specified losses to contents from perils outlined in the OCP Addendum. You may also choose to obtain supplemental insurance from your homeowner's or renter's carrier.
5. Loss Limitation Waiver ("LLW"). You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. For business customers, unless you maintain such policy, you accept the LLW and shall pay its Charge. Others may elect LLW. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Units (not Contents) up to the replacement cost of Units (subject to \$1,000 deductible per occurrence for all non-storage container Units) for certain limited types of loss other than flood and windstorm damage to modular offices located within 150 miles of coastal waters.
6. Miscellaneous. MMI may terminate this Lease at any time without notice for any reason whatsoever. You release any claim that MMI has duties of a bailee or under "warehouseman" laws. Each of the following constitute an "Event of Default": (a) you fail to perform any term of any Lease, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) if MMI has a reasonable belief of an anticipatory default by you. Upon an Event of Default MMI may, without legal process or notice, terminate a Lease, enter any premises where a Unit is located, repossess Units, remove any locks on your property or Units, remove Contents without regard to their protection or pursue any other remedy available. You irrevocably grant MMI unrestricted access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, MMI is approved in advance to remove Contents or exercise its lien and hold Contents and you shall have no claim against MMI for damaged Contents. If you do not pay all Charges due and remove all Contents from MMI premises, you grant MMI permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer releases and agrees to indemnify MMI and MMI Related Parties from any claims for trespass, conversion or damages of any nature arising from repossession. You agree to pay, as liquidated damages, interest at 18% per annum (or the highest legal rate) from the unpaid Charges' due date; plus MMI's collection/repossession/disposal fees, attorney's fees and any other cost incurred by reason of any Event of Default or the exercise of MMI's remedies. Repossession of a Unit shall not relieve you of your obligation to pay Charges owed hereunder. No remedy referred to is exclusive, and each shall be in addition to any remedy referred to herein or otherwise available to MMI. If MMI seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any security or bond posting requirement prior to such process. Acceptance of partial payment shall not constitute a waiver of MMI's right to full payment. Any endorsements appearing on your checks shall not affect Charges owed. You shall not transfer or hypothecate the Unit, assign your duties hereunder or sublease the Unit. MMI may assign, pledge or transfer this Lease without your consent. Except as provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws where this Lease was executed by MMI ("Jurisdiction") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that MMI may bring suit against you in any county where the Unit or Customer is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts including by fax or other electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a Lease. You agree that MMI's total aggregate liability under this Lease shall not exceed \$5,000. MMI, you and any of your agents, or invitees waive any right to trial by jury for any cause of action brought against MMI or MMI Related Parties. Both parties agree to exclusively abide by the access, lien and lien sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and/or sale procedures.

Le Mini, Inc.

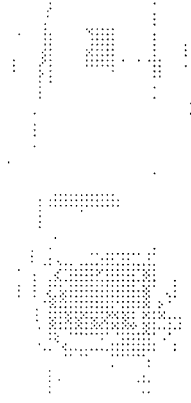
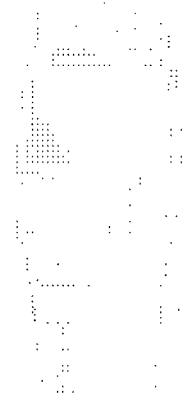
Tina D.
7420 S. Kyrene Road, Suite 101
Tempe, Arizona 85283



7030 0780 0000 6604 9367

607529
607529

*United States Bankruptcy Court
Dad Mt. Russell, SR. of U.S. Courthouse
2012 15th Street, Suite 2.44
Carpool, N.Y. 38501*



Southern District of Mississippi Claims Register

14-51667-KMS Mississippi Phosphates Corporation

Judge: Katharine M. Samson

Chapter: 11

Office: Gulfport-6 Divisional Office

Last Date to file claims: 02/24/2015

Trustee:

Last Date to file (Govt): 04/25/2015

Creditor: (3878861) MOBILE MINI, INC. 7420 S KYRENE RD SUITE 101 TEMPE, AZ 85283	Claim No: 67 <i>Original Filed</i> Date: 12/22/2014 <i>Original Entered</i> Date: 12/23/2014	Status: Filed by: CR Entered by: Wanda Watson Modified:
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Amount claimed: \$7855.66

History:

Details	67-1	12/22/2014	Claim #67 filed by MOBILE MINI, INC., Amount claimed: \$7855.66 (Watson, Wanda)
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Description:

Remarks:

Claims Register Summary

Case Name: Mississippi Phosphates Corporation

Case Number: 14-51667-KMS

Chapter: 11

Date Filed: 10/27/2014

Total Number Of Claims: 1

Total Amount Claimed*	\$7855.66
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		