

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: MISSISSIPPI PHOSPHATES CORPORATION		Case Number: 14-51667-KMS
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): DANIEL C. HOLLAND		COURT USE ONLY
Name and address where notices should be sent: DANIEL C. HOLLAND 199 DRISKELL RD LUCEDALE, MS 39452 Telephone number: (601) 947-1423 email: hmsfarm@yahoo.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: 10/27/2014
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. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">JAN 26 2015</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
1. Amount of Claim as of Date Case Filed: \$ <u>13,788.00</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.		
2. Basis for Claim: <u>SEVERANCE PAY</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 4981	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (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. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ 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). Amount entitled to priority: \$ _____
<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)(____).
*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		



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: DANIEL C. HOLLAND
Title: OPERATOR
Company: MISSISSIPPI PHOSPHATE CORPORATION
Address and telephone number (if different from notice address above):

Daniel Holland 01/21/2015
(Signature) (Date)

Telephone number: _____ email: _____

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.

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INTRODUCTION

This Summary Plan Description (or "SPD") is being furnished to you as an employee eligible to participate in the Mississippi Phosphates Corporation Severance Pay Plan. The effective date of the plan described in this Summary Plan Description is November 7, 2011.

The purpose of this Summary Plan Description is to provide you with a general overview of the more significant provisions of the plan. Unfortunately many provisions of the plan are detailed and technical so this Summary Plan Description only describes the major provisions of the plan and does not address all provisions or possible exceptions. A copy of the entire plan document is available for review by you or your legal representatives in the plan administrator's office. This SPD is not meant to interpret, extend or change the provisions of the plan in any way. The provisions of the plan may only be determined accurately and fully by reading the actual plan document. If there are any differences between this Summary Plan Description and the language of the plan document, the plan document will control and this document will be disregarded. For this reason, you are urged to review the plan document whenever an issue of importance affects or potentially affects you.

GENERAL PLAN PROVISIONS

A. Plan Sponsor and Employer. The plan sponsor and employer is Mississippi Phosphates Corporation; it is referred to in this SPD as "employer". The plan sponsor's employer identification number is 64-0794981 and its address and phone number are 601 Industrial Road, P.O. Box 848, Pascagoula, Mississippi 39568-0848, (228) 667-3210.

B. Plan Year. The plan year begins on January 1 and ends on December 31 for purposes of maintaining the plan's accounting records.

C. Type of Plan. This plan is a severance pay plan and an employee welfare benefit plan. It is designed to provide specified benefits to certain employees who are involuntarily terminated. Eligibility to participate in the plan does not affect the employee's right to terminate an employee's employment at any time.

D. Administration of the Plan. The plan administrator is Mississippi Phosphates Corporation, and the address and telephone number of the plan administrator is Mississippi Phosphates Corporation, Attn: Severance Pay Plan Administrator, 100 W. Essex Circle, Suite 4, Madison, Mississippi 39110.

The plan administrator is responsible for the overall administration of the plan. The plan administrator is vested with the power and the discretion to construe the terms of the plan and to

decide all questions that arise under the plan, including determining questions of eligibility for benefits and resolving ambiguities and factual disputes. The plan administrator's interpretation and determinations shall be binding on all parties.

Benefits Payable Solely from Employer's General Assets This plan is unfunded and employee contributions are not required. All benefits will be paid solely from the general assets of the employer. Benefits are not guaranteed or secured by any governmental agency or any other party.

Agent for Service of Process Robert Jones is designated to sign for service of legal process at 100 Webster Circle, Suite 4, Madison, Mississippi 39110. Service of process may also be made on the Plan Administrator (see Part D).

PARTICIPATION

G. Participation Requirements

Eligible Employees

To be eligible to participate in the plan, you must be an "eligible employee," which means a full-time, regular employee of the employer who was on the payroll at the time of a reduction in force. This term does not include: (1) an individual designated as an independent contractor; (2) an employee designated as a part-time employee or as a temporary employee; (3) an individual who is providing services pursuant to an agreement or arrangement with an unrelated employer; (4) an employee who is covered by a collective bargaining agreement which does not provide for participation in this plan; or (5) an employee who is employed pursuant to a cooperative studies or intern program. An employee who otherwise qualifies as an eligible employee does not lose that status simply because he or she is on an authorized leave of absence at the time of the reduction in force.

Reduction in Force

A "reduction in force" means, with respect to an eligible employee, an action (a) in which the employer's workforce is downsized and/or restructured as a consequence of the employer acting on the employer's consolidation of operations of the employer, merger, acquisition, divestiture, reorganization, business plan, or the sale or disposition (whether by merger, acquisition, reorganization, dissolution or otherwise) of the facility, division or entity at or for which the eligible employee is employed if and only if the eligible employee is not hired or rehired or reemployed by the purchaser, successor to the employer, or a related entity within ninety (90) days of the sale or disposition; (b) in which the eligible employee is involuntarily terminated due to such downsizing and/or restructuring; (c) in which the employer eliminates the position of the eligible employee due to such downsizing and/or restructuring; and (d) which the employer, acting in good faith, designates as a reduction in force.

BENEFITS

Severance Benefits

Requirements:

An eligible employee will be entitled to receive severance benefits when (1) he or she is terminated or laid off due to a "reduction in force," (2) he or she properly executes and signs a release agreement in a form acceptable to the employer, (3) the eligible employee does not revoke his or her acceptance of the release agreement within 7 days of its execution, and if the other conditions described in the plan are satisfied. The benefits provided to eligible employees who satisfy all plan requirements consist of severance pay and the COBRA premium payments described below.

Severance Pay:

An eligible employee will be entitled to severance pay based upon his or her pay and years of service as of the date of the reduction in force, subject to the reductions and adjustments described below.

An eligible employee shall be entitled to the number of weeks of severance pay based on his or her years of service as determined under the schedule attached as Exhibit A. Years of service for this purpose means complete years of service with the employer and certain affiliates but excluding service while he or she was not an employee or was not employed in an eligible employment classification (see Part G).

The amount of severance pay paid per week will be equal to one-half (1/2) of the eligible employee's weekly pay as of the reduction in force. For this purpose, pay means the eligible employee's weekly base salary based upon his or her stated hourly, weekly, monthly or annual rate at the reduction in force, using a 40-hour work week; overtime pay and other compensation will not be considered.

COBRA Premium Payments:

With respect to each eligible employee who receives severance pay, the employer will pay the cost of COBRA medical continuation coverage on behalf of the eligible employee and his or her dependents provided they are covered under the employer's group medical plan immediately prior to his or her termination, they are eligible for and timely elect COBRA medical continuation coverage, and they properly complete the forms required by the employer and the group medical plan administrator. Those payments will commence when the payment of severance pay commences (as described in Part I) and continue until the earliest of (1) the date the employer has paid premiums for the number of weeks for which severance pay is payable with respect to the eligible employee, subject to certain adjustments applicable to reduced employees; or (2) the date coverage ends under the terms of the applicable employer group

medical plan on (1) the date such COBRA continuation coverage would otherwise end or terminate with COBRA, regardless of reason. Thereafter, the employee will be solely responsible for paying the full COBRA premiums. The premium payments to be made by the employee are limited to premiums for medical coverage, and do not include coverage for dental or any other benefit, even if such benefit would be subject to COBRA.

Amounts Payable by Other Plans.

The amount of severance pay determined above will be reduced by the amount of severance benefits received from the employer under any other plan or employee benefit plan.

Reduction for Certain Payments.

The amount of any severance benefits determined above will be further reduced by the amount of any other payments made to the eligible employee by the employer under applicable law because of that employee's involuntary termination due to layoff, reduction in force, plant or facility closing, sale of business, change of control or any other similar event or reason.

Set-off and Right of Recovery.

The amount of severance benefits determined above will be further reduced by the amount of any indebtedness or obligation an eligible employee has to the employer. Furthermore, if an eligible employee receives more than he or she was entitled to receive under this plan, the employer will be entitled to recover the excess amount from him or her.

Payment of Benefits.

Commencement.

The payment of severance pay will begin as soon as administratively feasible after the fifth day following the employee's execution of the required release agreement, provided that the release agreement has not been revoked by him or her within 7 days following execution. Thereafter, severance pay will be paid on the former employee's previously established pay date.

Effect of Subsequent Employment.

If a terminated employee receiving severance benefits is re-hired by the employer as a regular employee, his or her severance pay will cease immediately. If this occurs, the employer-employee will be notified of the effect of the re-hire on his or her COBRA premium payments.

Death of Eligible Employee.

In the event an eligible employee dies while receiving severance pay, the remainder of the severance pay due him or her will be paid in a lump sum to the beneficiary named on his or her most recently completed group life insurance enrollment. If no beneficiary is named, it is

the beneficiary has predeceased the employee, the severance pay will be paid to the terminus of the employee's surviving spouse, or, if none, to the employee's surviving children. In addition, the COBRA premium payments will continue to be made for the benefit of the covered dependents of the eligible employee for the applicable period of coverage, subject to the limitations described above.

2.03 Withholdings.

All payments of severance benefits under the plan will be subject to the customary withholding rates applicable to payments of this type.

7. Supersession of Other Arrangements. The benefits provided under this plan supersede and replace in their entirety all prior existing severance pay plans, programs or practices for employees of the employer other than severance provisions in any written employment or other written agreement between the employer and a particular employee.

8. Alienation of Benefits. Generally, benefits under the plan are not subject in any manner to alienation, except as described above and in this Part. This means that benefits generally cannot be sold, used as collateral for a loan, given away or otherwise transferred, and a creditor cannot attach or garnish an employee's benefits.

The plan administrator may, however, be required by law to recognize a "qualified domestic relations order". A qualified domestic relations order is a decree or order issued by a court that obligates an eligible employee to pay child support or alimony or otherwise allocate a portion of his or her benefit to his or her spouse, former spouse, child, or other dependent. The plan administrator will determine the validity of such an order. Persons who are or become a party to a domestic relations matter and anticipate that a portion of his or her plan benefit will be awarded to a spouse, former spouse or child, are urged to immediately contact the plan administrator for assistance to assure that any proposed court order relating to his or her plan benefit satisfies the requirements of a qualified domestic relations order. The court and expenses associated with determining whether a domestic relations order constitutes a qualified domestic relations order and the processing of any such order will be charged against the benefits to be paid hereunder.

The plan administrator may also be required to honor the terms of a federal tax levy issued by the Internal Revenue Service and by certain wage attachments for child support and bankruptcy payments.

9. Release Agreement. As a condition to receiving any benefit under the plan, an eligible employee must first execute a release agreement in a form satisfactory to the employer and all legally required waiting periods for the release agreement to be legally effective under applicable law. The required release agreement will provide that the eligible employee releases the

employer and all other parties from liability for all claims, known and unknown, the eligible employee has or may have in relation to his or her employment by the employer and the termination of his or her employment. A failure or refusal to execute the required release agreement will result in a complete denial of benefits hereunder; a delay in execution of the required release agreement can result in the loss of a portion of the benefits otherwise payable. No benefits will be paid until the employer is satisfied that the release agreement constitutes a legally binding obligation of the eligible employee.

PLAN AMENDMENT AND TERMINATION

M. Plan Amendment and Termination. The benefits provided under this plan are not intended to, and do not create, a vested right. The employer reserves the right to amend or terminate the plan at any time without prior notice and without further obligation. Any amendment or termination will be effective to reduce the benefit to which an eligible employee has become entitled as a result of a termination in connection with a reduction in force prior to the date on which the amendment or termination is effective, except, however, benefits under the employer's group medical plan may be reduced, amended or eliminated at any time without prior notice to the extent consistent with changes made to the benefits under the employer's group medical plan provided to active employees.

CLAIMS PROCEDURE AND ERISA RIGHTS

N. Claims Procedure. A person who believes he or she has not received the full benefit to which he or she is entitled under the plan (a "claimant") must make a written claim to the plan administrator. If the claim for benefits, including any claims relating to alleged administrative errors, is denied, the claimant must, except as described in the next paragraph, follow the plan's claims procedure attached as Appendix B to contest the denial. A claimant must timely exhaust the plan's claims procedure before he or she may bring a lawsuit contesting the denial of his or her claim. If a claimant has timely exhausted the plan's claims procedure and wishes to bring a lawsuit to contest the denial of benefits, he or she must commence his or her lawsuit within 180 days after the final denial of the claim or he or she will be forever barred from bringing a lawsuit to contest the denial.

Notwithstanding the preceding, any claims pertaining to the group medical plan for which the COBRA premium payments are being made by the employer (as described above) must be made in accordance with the claims procedure applicable to that plan.

O. ERISA Rights. The following statement of ERISA Rights is required by federal law and regulations:

As a participant in the Mississippi Phosphates Corporation Severance Pay Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of

1978, as amended (the "ERISA"). ERISA provides that all plan participants are entitled to:

Receive Information about Your Plan and Benefits

- Receive, without charge, at the employer's office and at other convenient locations, all documents governing the Plan and a copy of the latest annual report filed with the SEC, issued by the Plan with the U.S. Department of Labor and available at the Public Employees Forum of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report filed with the SEC and the updated summary plan description. The Plan Administrator may require a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA also imposes duties on the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one (including your employer or any other person) may fire you or otherwise discriminate against you in any way solely in order to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents or the latest annual report from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you expenses (including attorney's fees) for the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision about the extent or payment of the qualified state or domestic relations order, you may file suit in federal court provided you have first exhausted the Plan's claims and appeal procedures. If you feel it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor. If you may file suit in a federal court. The court will decide who should pay court costs in federal court. If you are successful, the court may order the person you have sued to pay reasonable costs.

Especially if you lose, the court may order you to pay these costs and fees. For more information about your claim, see the following.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A
to the
Summary Plan Description
of the
Mississippi Phosphate Corporation
Severance Pay Plan

PERIOD BENEFITS TO BE PAID

<u>Periods of Length of Service</u>	<u>Weeks of Benefit</u>
less than 5 years of service	0
more than 5 years of service, but less than 6 years of service	6
more than 6 years of service, but less than 7 years of service	8
more than 7 years of service, but less than 8 years of service	10
more than 8 years of service, but less than 9 years of service	12
more than 9 years of service, but less than 10 years of service	14
more than 10 years of service, but less than 11 years of service	16
more than 11 years of service, but less than 12 years of service	18
more than 12 years of service, but less than 13 years of service	20
more than 13 years of service, but less than 14 years of service	22
more than 14 years of service, but less than 15 years of service	24
more than 15 years of service, but less than 16 years of service	26
more than 16 years of service, but less than 17 years of service	28
more than 17 years of service, but less than 18 years of service	30
more than 18 years of service, but less than 19 years of service	32
more than 19 years of service, but less than 20 years of service	34
more than 20 years of service, but less than 21 years of service	36
more than 21 years of service, but less than 22 years of service	38
more than 22 years of service, but less than 23 years of service	40
more than 23 years of service, but less than 24 years of service	42
more than 24 years of service, but less than 25 years of service	44
more than 25 years of service, but less than 26 years of service	46
more than 26 years of service, but less than 27 years of service	48
more than 27 years of service, but less than 28 years of service	50
more than 28 years of service, but less than 29 years of service	52
29 or more years of service	54

APPENDIX E
to the
Summary Plan Description
of the
Mississippi Phosphates Corporation
Severance Pay Plan

CLAIMS PROCEDURE

This Claims Procedure (the "Procedure") describes the procedures for making a claim for benefits and for contesting any denial of a claim for benefits under the Plan. The Procedure shall be applied in a uniform, nondiscriminatory manner.

1. Authority of the Plan Administrator. The Plan Administrator shall make all determinations as to the right of any person to a benefit in accordance with the terms of the Plan.
2. Forms for Making Claims. All initial claims for benefits shall be made by completing a severance agreement and release provided by the Plan Administrator, together with such other forms as the Plan Administrator may prescribe.
3. Denial of Claims. Any denial of a claim for benefits under the Plan from a Participant shall be stated in writing by the Plan Administrator. It shall be delivered or mailed to the Participant within 90 days after the receipt of a claim for benefits by the Plan Administrator. An extension of time for processing the claim for benefits is allowable if special circumstances require an extension, but such an extension shall not extend beyond 180 days from the date of claim for benefits as received by the Plan Administrator. Written notice of any extension of time shall be delivered or mailed to the Participant within 90 days after receipt of the claim by the Plan Administrator and shall include an explanation of the special circumstances requiring the extension and the date by which the Plan Administrator expects to render the final decision. If the Plan Administrator fails to act within 90 days of the receipt of a claim for benefits, the claim for benefits shall be deemed denied.
4. Appeal of Denial of Claims. If a claim for benefits is denied, the Plan Administrator shall afford a reasonable opportunity to any Participant whose claim for benefits has been denied (or his/her representative) to submit any issues and comments in writing for a review of the decision denying the claim and to submit and review any pertinent documents. The Plan Administrator may request a hearing or any other investigative procedures it deems necessary to aid it in its determination. Any request for review of a denial of a claim shall not be reviewed by the Plan Administrator if submitted more than 60 days after receipt

by the claimant of written notification of a claim denial. Within 30 days after the receipt by the Plan Administrator of the request for review, the Plan Administrator shall deliver or mail to the claimant written notice of his decision. An extension of time for making the decision on the request for review is allowable if special circumstances shall occur, but such an extension shall not extend beyond 120 days from the date the request for review is received by the Plan Administrator. Written notice of the extension of time shall be delivered or mailed to the claimant within 60 days after receipt of the claim by the Plan Administrator.

5. Contents of Notices. All written notices required under this Procedure shall be written to the best of the Plan Administrator's ability in a manner that is understandable by the claimant and shall state the specific reasons upon which the claim denial, the review of a decision, or the extension of time is based. Written notice of a denial of a claim or request for review shall also contain references to specific Plan provisions upon which any denial or request for review is based. In addition, any denial of benefits by the Plan Administrator, other than the review of a previous denial, shall include a description of any additional material or information necessary for the claimant to perfect the claim, an explanation of why such information is necessary and the steps required to be taken to obtain a review. Any notice of denial shall also state that the claimant is entitled to receive, upon request and without charge, all documents, records or other information relevant to the claim and that the claimant has a right to bring a lawsuit to challenge the determination, and shall include reference to available alternative dispute resolution options available. Special circumstances as used herein shall include, but shall not be limited to, the need to hold a hearing under this Procedure.
6. Mandatory Exhaustion of Claims Procedure. Exhaustion of the Plan's claims procedure shall be a condition precedent to any suit relating to the denial of benefits.
7. Time Limit on Commencing Suit Following Final Determination. Once the Plan Administrator has made a final written determination denying a Participant's claim, the Participant shall be forever barred from filing a legal action to contest the denied claim unless such action is filed not later than 180 days following the date of the Plan Administrator's final determination.
8. Address for Making Claims. Unless the Plan Administrator specifies an alternate address, all claims for benefits and appeals of denied claims shall be made to:

Mississippi Phosphates Corporation
Attn: Severance Pay Plan Administrator
100 Webster Circle, Suite 4
Madison, MS 39110

DANIEL C. HOLLAND

199 DRISKELL RD

WYCEDALE, MS 39452



UNITED STATES
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JAN 26 2015

BMC GROUP

BMC GROUP, INC.

ATTN: MISSISSIPPI PHOSPHATES CORPORATION CAINNS PROCESSING

PO BOX 3020

CHANHASSEN, MN 55317-3020