B10	(Official	Form	10)	(04/13)
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United States Bankruptcy C	COURT Southern Distri	ct of Mississippi	PROOF OF CLAIM
Name of Debtor:		Case Number:	
Mississippi Phosphates Corporation		14-51667-KMS	
North Company			
	of an administrative expense according	g to 11 U.S.C. § 503.	You
Name of Creditor (the person or other entity to Gulf Transport LLC	whom the debtor owes money or prop	perty):	COURT USE ONLY
Name and address where notices should be sent Gulf Transport LLC c/o Oxbow Sulph 1601 Forum Place, 12th Floor; West	nur Inc.		D Check this box if this claim amends a previously filed claim.
Attn: Pierre E. Azzi, Legal Counsel	,	RECEIVED	Court Claim Number:
Telephone number: (561) 907-5423 em	nail:	TCD-CD-CD-CD-CD-CD-CD-CD-CD-CD-CD-CD-CD-C	
Name and address where payment should be set	nt (if different from above):	FEB 1 9 2015'	Filed on: Check this box if you are aware that
ivanic and address where payment should be set		BMC GROUP	anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: em	nail:		
1. Amount of Claim as of Date Case Filed:	\$4	9,598.76	
If all or part of the claim is secured, complete it	.em 4.		
If all or part of the claim is entitled to priority, of	complete item 5.		
Check this box if the claim includes interest of	or other charges in addition to the prin	cipal amount of the claim. At	tach a statement that itemizes interest or charges.
2. Basis for Claim: Transportation and (See instruction #2)	related services for pre-petition	n Debtor.	
3. Last four digits of any number by which creditor identifies debtor:	Debtor may have scheduled account	as: 3b. Uniform Claim Id	dentifier (optional):
(See	instruction #3a)	(See instruction #3b)	
4. Secured Claim (See instruction #4)		Amount of arrearage included in secured c	and other charges, as of the time case was filed, laim, if any:
Check the appropriate box if the claim is secure setoff, attach required redacted documents, and	provide the requested information.		\$
Nature of property or right of setoff: OReal Describe: Only to the extent of any pos		Basis for perfection:	
Value of Property: \$		Amount of Secured (Claim: \$
Annual Interest Rate % DFixed or (when case was filed)	□ Variable	Amount Unsecured:	. s
5. Amount of Claim Entitled to Priority und the priority and state the amount.	er 11 U.S.C. § 507 (a). If any part o	f the claim falls into one of t	he following categories, check the box specifying
U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	☐ Wages, salaries, or commissions (userned within 180 days before the case debtor's business ceased, whichever is 11 U.S.C. § 507 (a)(4).	was filed or the employe	ributions to an be benefit plan – C. § 507 (a)(5). Amount entitled to priority:
	☐ Taxes or penalties owed to governm 11 U.S.C. § 507 (a)(8).	applicab	r – Specify \$ lle paragraph of C. § 507 (a)().
*Amounts are subject to adjustment on 4/01/16	and every 3 years thereafter with resp	pect 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 instruc



B10 (Official Form 10) (04/13) 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 reducted 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, ☐ I am a guarantor, surety, indorser, or other codebtor. or their authorized agent. (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. Benjamin L. Klein Print Name: Title: Treasurer **Gulf Transport LLC** Company:

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.

email:

Address and telephone number (if different from notice address above): (Same as above.)

Creditor's Name and Address:

Telephone number:

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.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of 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.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

___INFORMATION_

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the

court's PACER system

(<u>www.pacer.psc.uscourts.gov</u>) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

TRANSPORTATION SERVICES AGREEMENT

THIS TRANSPORTATION SERVICES AGREEMENT ("Agreement")is made this 20th day of June 2012.

BETWEEN:

Gulf Transport LLC,

a Delaware limited liability company,

having an office in The Woodlands, Texas, USA

("Carrier"),

AND:

Í

Mississippi Phosphates Corporation

a Delaware corporation, having an office at: 100 Webster Circle, Suite 4 Madison, MS, USA 39110

("Customer").

RECITALS

WHEREAS, Customer has agreed to engage Carrier during the term of this Agreement, subject to the terms and conditions hereinafter contained, to transport liquid molten sulfur to Customer's facility located at:

Mississippi Phosphates Corporation

601 Industrial Park Road, Pascagoula, MS, USA("Customer's Facility")

or to such other location as may be requested by Customer and agreed to by Carrier in writing from time to time during the term hereof.

WITNESS THAT, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

TERMS

The following Schedules are incorporated into and form a part of this Agreement:

Schedule "A" - Commercial Terms

Schedule "B" - Fuel Surcharge Adjustment Provision (DOE National Diesel Index)

Schedule "C" - Emergency Response Guidelines

Schedule "D" - Any Particular Customer Guidelines and Procedures

Section I - Effective Date and Term

This Agreement is in effect as of the Effective Date (as defined in Schedule "A"), and shall continue for the Term (as defined in Schedule "A"), unless earlier terminated as otherwise specified in this Agreement.

Section II - Governing Conditions

Carrier certifies that it is a carrier engaged in the business of transporting liquid molten sulfur that is designated as a UN2448 dangerous good, and represents that it holds all necessary operating authorities to perform the transportation services required pursuant to this Agreement. Except where expressly modified herein, this Agreement shall in no way diminish any rules, regulations, statutes, or liabilities to which Carrier would be subject in the absence of this Agreement.

Section III - Customer Covenants

- 1. Customer will engage Carrier to transport, in bulk, liquid molten sulfur (such product being hereinaster referred to as "Commodity"), for or on behalf of Customer, to Customer's Facility or to such other facility as requested by Customer from time to time throughout the term of this Agreement and agreed to by Carrier in writing (all such facilities being hereinaster referred to as "Facilities").
- 2. In consideration of the transportation services to be performed by Carrier, Customer agrees to pay Carrier in accordance with the fees, rates, charges, and provisions more particularly set out in Schedule "A", and subject to adjustment as set forth in this Agreement and the Schedules hereto. Such payment will be made within thirty (30) days of receipt by Customer of a Carrier invoice, such payment to be directed to the office designated by Carrier. Carrier will submit invoices to Customer on a bi-monthly basis with a summary of the previous period's bills of lading. Payments shall be deemed owed and paid in Montgomery County, Texas.
- 3. Customer is a validly incorporated entity as indicated on page 1 of this Agreement, existing under the laws of its jurisdiction of formation, has the legal right and all necessary corporate power and corporate authority to own its property and assets and the corporate power and corporate authority to carry on business as now carried on by it or as contemplated by this Agreement.
- 4. Customer has the legal right, corporate power, and corporate authority to enter into this Agreement, and to do all acts and things and execute and deliver all other documents and instruments as are required hereunder to be done, observed, or performed by it in accordance with the provisions hereof.
- 5. Customer has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, and none of the foregoing is in contravention of or in conflict with the articles, bylaws, or resolutions of the directors or shareholders of Customer or the provisions of any judgment, order, indenture, instrument, agreement, or undertaking to which Customer is a party or by which Customer is bound.
- 6. This Agreement constitutes a valid and legally binding obligation of Customer.

Section IV - Carrier Covenants

- Subject to the terms of this Agreement, Carrier agrees to make its trucks available on a twenty-four (24) hour, ١. seven (7) days per week basis to meet Customer's delivery needs and to accept the Commodity tendered, and to load, transport, unload, and deliver the Commodity promptly and efficiently, as directed by Customer. For each shipment made hereunder, Customer shall designate the Facility of origin and the destination, and the time each shipment or portion thereof shall be loaded and unloaded. The loading, transportation, unloading, and delivery of the Commodity, as well as the point or points where stop-offs shall be made for partial loading or unloading, shall be as directed by Customer, and shall be at the rates, charges, and subject to the provisions more particularly set out in the Schedules attached hereto for the particular Facility or Facilities in question. Carrier recognizes that delivery hours may vary due to maintenance, outages, turnarounds and inventory fluctuations. Each shipment shall be evidenced by a written bill of lading in a form provided by Carrier and signed by Carrier, Customer, and the consignee or consignees, showing the kind and quantity of Commodity received and delivered by Carrier at the loading and unloading points, respectively. The bill of lading shall be prima facie evidence of receipt of such Commodity by Carrier in good order and condition unless otherwise noted on the face of said bill of lading. All bills of lading shall be retained by Carrier for at least three (3) years and shall be available for reasonable inspection and use of Customer.
- 2. Carrier agrees to supply sufficient and appropriate motor vehicle equipment (hereinafter referred to as the "Equipment") suitable for transportation of Customer's Commodity. Carrier shall, at its sole cost and expense, furnish all fuel, oil, tires, and other parts, supplies, and equipment necessary or required for the safe and efficient operation and maintenance of Carrier's Equipment. Carrier shall pay all expenses of every nature, including the expense of road service and repair, in connection with the use and operation of its Equipment and shall, at its sole cost and expense, at all times during the term of this Agreement, maintain its Equipment in good repair, mechanical condition, and appearance.

- Carrier, at its sole cost and expense, shall employ in the operation of its Equipment pursuant hereto only competent, able, legally licensed, and properly trained personnel. For clarity, all drivers, operators, and other personnel employed by Carrier and performing transportation services under this Agreement will have valid certifications required by law to transport the Commodity, which is designated as a UN2448 dangerous good. Certifications include, but are not limited to, HM 126F, HM 183, H2S training, and respirator fit testing. Carrier's personnel are required to carry proof of such certifications with them while performing transportation services under this Agreement. Said personnel shall be clean, well groomed, and customer oriented.
- 4. Carrier will comply with all of Customer's operating rules, policies, guidelines, and procedures, provided by the Customer prior to the execution hereof and, to the extent agreed to in writing by the Carrier attached hereto as Schedule "D".
- 5. Carrier shall procure and maintain, or shall cause to be procured and maintained, all insurance, licenses, authorities, and permits as may be required by governmental authorities having jurisdiction respecting the transportation services rendered hereunder, either by itself or any subcontractor employed by it to perform such transportation services, and shall comply with all laws and regulations pertaining thereto. Carrier shall furnish Customer with satisfactory evidence thereof whenever reasonably requested to do so.
- 6. Carrier shall perform the services hereunder as an independent contractor and shall have exclusive responsibility and control over and direction of personnel operating the Equipment or otherwise engaged in such transportation services, including any party to whom Carrier may have subcontracted the transportation services to be performed by the terms of this Agreement.
- 7. If Carrier subcontracts all or any part of the services to be performed hereunder, Carrier shall engage only parties duly permitted and qualified to provide the transportation services required pursuant to this Agreement. Carrier shall obtain and maintain in its files copies of permits issued to parties to which it has subcontracted all or any portion of the services to be performed under this Agreement. Not withstanding the foregoing, Carrier may lease tractor equipment with driver under a lease agreement which lease agreement, however, shall not relieve Carrier of its responsibilities under this Agreement
- 8. Carrier assumes full responsibility and shall have exclusive liability for acts and omissions of its subcontractors involved in performing any part of or all of the transportation services required by this Agreement, including, but not limited to the payment of payroll taxes or contributions of taxes for unemployment insurance, worker's compensation, old age pensions, or other social security and related protection, and agrees to comply with all applicable laws, rules, and regulations pertaining thereto.
- Each of the Carrier and the Customer shall be liable for, indemnify, and hold harmless the other from and 9. against all losses, damages, fines, expenses (including legal fees), actions, and claims for injury or death to persons (including but not limited to employees of each of the respective parties and/or of any subcontractor of each of the respective parties), damages to property (including but not limited to property of each of the respective parties, or any subcontractor of the respective parties), and/or Commodity or other spills requiring any environmental clean-up or restoration from or arising out of an act or omission of such party, or any involved subcontractor of such party, except to the extent such losses, damages, fines, expenses, actions, and claims for injury or death, damages to property and/or Commodity, or other spills requiring any environmental clean-up or restoration arise out of or from the negligent acts or omissions of the other party or those for whom such party is responsible in law. Carrier shall procure and maintain, and shall require any subcontractor of Carrier performing transportation services under this Agreement to procure and maintain, the insurance listed below with a reputable and financially responsible insurance carrier or carriers. Furthermore, Carrier agrees to name Customer as an additional insured under these policies, and agrees these policies shall not be cancelled, nor shall any reduction or elimination be made in the coverage provided, without the insurance carrier endeavoring to provide thirty (30) days prior written notice thereof to Customer. Carrier will provide Customer with certificates of insurance evidencing the coverage required under this Agreement. In addition, Carrier will instruct its insurance company to put Customer on the list of persons who the insurance company will endeavor to notify in the event that Carrier's insurance is cancelled or fails to meet the minimum requirements hereof.

- a. Comprehensive Automobile Liability Insurance: On all motor vehicles owned, hired, or non-owned which may be used or connected with any of the work hereunder, with a combined single limit of not less than \$5,000,000.00, or in such greater amount as may be required by applicable governmental laws or regulations, per occurrence for bodily injury and property damage liabilities.
- b. Comprehensive General Liability Insurance: Including blanket contractual liability covering all work hereunder, with a combined single limit of not less than \$5,000,000.00, or in such greater amount as may be required by applicable governmental laws or regulations, per occurrence for bodily injury and property damage liabilities.
- c. All Risks Cargo Insurance: For loss or damage to the Commodity while in the possession or under the control of Carrier.
- d. Worker's Compensation and Employer's Liability Insurance: Carrier shall comply with all requirements of all applicable State worker's injury and compulsory insurance laws.
- 10. Carrier shall be liable to Customer for the full actual loss, damage, or injury to the Commodity occurring while in the possession or under the control of Carrier or any subcontractor performing transportation services pursuant to this Agreement.
- 11. Carrier agrees prior to the commencement of transportation services hereunder, and throughout the term of this Agreement, that it shall have in place and abide by the "Emergency Response Regulations" set out in Schedule "C" attached hereto, as well as those which may be required by any applicable laws, rules, and regulations of any authorities having jurisdiction over the transportation services to be provided pursuant to this Agreement. Carrier agrees to ensure that all drivers possess and utilize proper safety and protective clothing and equipment.
- 12. It is agreed by the parties hereto that Carrier and any involved subcontractor are not to display the name of Customer upon or about any of the Carrier's Equipment without Customer's written consent.

Section V - Mutual Covenants

- 1. Each of the following will be an event of default ("Event of Default") under this Agreement:
 - a. In the case of Customer, if: (i) Customer fails to timely pay a Carrier invoice for services provided ("Payment Default"); or (ii), Customer commits any other default in the performance of its obligations hereunder, Carrier shall notify Customer of such default in writing, and if such default is not remedied within thirty (30) days after receipt of such notice, Carrier may, at its option, and in addition to all other remedies available, terminate its Agreement with Customer.
 - b. In the case of Carrier, if it commits a material default in the performance of its obligations hereunder, and more than thirty (30) days have elapsed since the date that the written notice of default was delivered to Carrier by Customer and the default has not been cured.
 - c. If either party files a petition in bankruptcy or a petition for reorganization or arrangement pursuant to any applicable bankruptcy law or under any similar law, now or hereinafter in effect, or is adjudged by a Court of competent jurisdiction a bankrupt or becomes insolvent or makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due or is dissolved or suspends payments generally of its obligations.
 - d. A petition is filed proposing the adjudication of a party as a bankrupt or its reorganization pursuant to any applicable bankruptcy law or any similar law, now or hereafter in effect, and: (i) the party affected consents to the filing thereof; or (ii) the petition is not discharged or denied within sixty

- (60) days after the filing thereof or the petition is not diligently defended; or a receiver, receiver-manager, trustee, or liquidator (or other similar official) is appointed to take charge of a party or of all or substantially all of the business or assets of a party, and: (i) the party affected consents to such appointment; or (ii), the appointment is not discharged or withdrawn or action is not diligently taken by that party to secure the discharge of that official within sixty (60) days after the appointment.
- 2. Notwithstanding anything in this Section to the contrary, this Agreement may not be terminated due to an Event of Default when the Party in default has commenced, within ten (10) days after its receipt of a default notice, and is diligently pursuing, curative action of the default, and cures the default within sixty (60) days of the Event of Default.
- 3. Neither party shall be liable to the other under this Agreement for any incidental, punitive, consequential, special or indirect damages, including without limitation, loss of profits or goodwill.
- 4. If either party shall be prevented or delayed from performing any of their respective obligations hereunder by reason of acts of God, strike, labor disturbance, fire, war, terrorism, insurrection or mob violence, requirement or regulations of Government, operating limitations at a particular Facility, inability to obtain or breakdown of Equipment, or any other causes beyond its reasonable control (all of which events or causes are hereinafter referred to as "Force Majeure"), then, in each such event, such failure to perform shall not be deemed a breach of this Agreement or the basis of any claim for damages hereunder, but performance of any of the obligations of the party so prevented or delayed shall be suspended during such period of disability, and the party so prevented or delayed shall use reasonable diligence to remedy or remove such event (hereinafter referred to as a "Force Majeure Event").
- Any notice required or permitted to be given or made upon any party hereto shall be in writing and shall be given by personal delivery, fax, or registered or certified mail, postage prepaid. Notice given by mail shall be deemed to have been delivered four (4) days after posting, a post office receipt showing the deposit of such notice and the date thereof being a prima facie evidence of the posting. Notice given by personal delivery shall be deemed to have been given upon the date of delivery. Notice given by facsimile transmission shall be deemed to have been delivered the day following the confirmation of successful facsimile transmission. For the purposes of notice, the addresses and fax numbers of the parties are:

If To Carrier:

Gulf Transport LLC
1450 Lake Robbins drive, Suite 500
The Woodlands, Texas, USA
77380
FAX # (281) 419-1079
ATTENTION: James Palmer

If To Customer:

Mississippi Posphates Corporation 100 Webster Circle, Suite 4 Madison, MS 39110 Fax: (601) 898-9915 Attn: Kim Colvin

or such other addresses or fax numbers as may be specified in writing to the party.

6. Neither party hereto may assign this Agreement or its rights or obligations hereunder without the prior consent in writing of the other party, such consent not to be unreasonably or arbitrarily withheld or delayed, provided that either party hereto may assign this Agreement to an affiliate of such party without obtaining the

consent of the other party, and provided further that Carrier may subcontract certain of the transportation services to any third party agreeing in writing to meet the minimum requirements of this Agreement. No assignment of this Agreement or any obligations hereunder shall release the assigning party from its obligations hereunder unless agreed in writing by the other party.

- 7. The parties hereto agree that the contents of this Agreement and all offers, prices, and other information exchanged and provided pursuant hereto are confidential and, except as required by law, shall be kept strictly confidential. Such information shall not be disclosed to any person or company without the prior written consent of the other party.
- 8. This Agreement shall be binding upon and enure to the benefit of the parties hereto their successors and permitted assigns.
- 9. If any provision of this Agreement shall be found or deemed to be illegal or invalid, the remainder of this Agreement shall be construed as if such invalid provision were omitted and the rights and obligations of the parties shall be construed and enforced accordingly.
- 10. Either party's failure to enforce any terms of this Agreement or waiver of any default of the other party to this Agreement hereunder shall not be construed as a waiver of a subsequent or continuing default. It is the intention of the parties that the non-waiver provisions herein cannot be waived or modified by subsequent course of performance at variance with the express terms herein.
- 11. No modification, rescission, or waiver of any terms of this Agreement or the attached Schedules is effective without prior written consent of both parties hereto. No course of prior dealings, usage of trade, or course of performance will be used to modify, amend, supplement, or explain any terms used in this Agreement. This writing constitutes a complete and exclusive statement of all of the terms of this Agreement, and all oral agreements between Customer and Carrier have been set forth herein.
- 12. The Parties expressly agree and consent to venue of any action or lawsuit brought hereunder, in the Federal Courts situated in Houston, Harris County, Texas exclusive of any other venue situs.
- This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute collectively one agreement. To facilitate execution, a single counterpart containing additional signature pages may be executed.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized, as of the day and year first written above.

CARRIER:	
GULF TRANSPORT LLC	
By: WWW	
Printed Name: JAMES PARLMER	
Title: GENERAL MANAGER	
Date Signed: July 6, 2012	
CUSTOMER:	
MISSISSIPPI PHOSPHATES CORPORATION	
By: James Decker	
Printed Name: James G. Perkins	1
Title: Vice President of Sales and Marketing	
Date Signed: June 26, 2012	

SCHEDULE "A"

COMMERCIAL TERMS

The following commercial terms will apply to the Agreement for the term (as defined below):

Origin

ExxonMobil Louisiana Facilities: 1) Chalmette Facility

Destination

Mississippi Phosphates Corporation - Pascagoula, MS

<u>Term</u>

The Term of this Agreement is for the period beginning July 1, 2012 and continuing through June 30, 2015 (the "Initial Term"). At the end of the Initial Term and continuing thereafter, the Agreement will be automatically extended for a one year Term, unless terminated by either party giving written notice to the other party no less than ninety (90) days prior to the end of the Initial Term or any subsequent Term. This Agreement will automatically terminate if Customer is no longer purchasing sulfur from the Exxon Mobil and/or if Carrier is no longer under contract with Sulfur Seller under the Master Service Agreement between Carrier and Sulfur Seller

Effective Date

The date that this Agreement is signed by the LAST party to execute as indicated on the signature page hereof.

Commencement Date

July 1, 2012

Volume

All volumes under the Customer Sales Agreement. The estimated production: __1,000__ long tons per year (with the exceptions of plant turnarounds, scheduled or unscheduled).

Base Rate

Base Rate is \$22.33/LT for the period July 1, 2012 through June 30, 2015. This rate does not include tax, fuel surcharge, provisions for road bans, or ancillary charges described herein.

Annual Adjustment

Base Rate will be adjusted annually on each anniversary date of the Commencement Date during the Term, beginning on such date in 2013. 80% of the Base Rate to be adjusted for annual charges in the Producer Price Index for special commodity groupings, not seasonally adjusted, industrial commodities less fuel and related products and power as published by the Department of Labor in its PPI Detailed Report publication ("PPI"). The remaining 20% of the Base Rate shall not be adjusted and any adjustment thereto shall be deemed covered by any fuel surcharge adjustment.

Rate Adjustment for Changes in Fuel Cost (i.e. Fuel Surcharge)

Fuel Surcharge will be based on a Base Rate for Fuel of \$3.50 per gallon ("Base Fuel Rate")

Formula

Carrier will make adjustments to its Base Fuel Rate on a three (3) month basis. Fuel Surcharge payment will be based on the DOE National Diesel Index as per Schedule "C". The table in Schedule "C" indicates the surcharge to the Base Fuel Rate which Carrier will bill the Customer when the fuel price as quoted by the DOE moves above or below \$3.50 per gallon based on the scale below.

The surcharge will be adjusted once for each quarter using the DOE National Diesel Index. The allowed adjustment for the upcoming quarter will be the average of the weekly indexes for the first (1st) and third (3rd) week of each of the

three (3) preceding months. The surcharge amount will be invoiced as a line item and will apply to all shipments commencing on the first (1st) day of the upcoming quarter.

Ancillary Charges

Detention: \$25 per half hour.

Equipment Ordered But Not Used: Two (2) hour minimum charge at \$50 per hour.

Equipment Cancelled En Route: \$100 / hour from BOL time stamp at load location until time stamp at unload location.

Excess Insurance Adjustment: 4.5%. Adjustment amount will be invoiced as a line item on each invoice.

SCHEDULE "B"
Fuel Surcharge Adjustment Provision (DOE National Diesel Index)

		···
<u>From</u>	<u>To</u>	<u>Surcharge</u>
\$2,420	\$2.459	-13.5%
\$2.460	\$2.499	-13.0%
\$2.500	\$2.539	-12.5%
\$2.540	\$2.579	-12.0%
\$2.580	\$2.619	-11.5%
\$2.620	\$2.659	-11.0%
\$2.660	\$2.699	-10.5%
\$2.700	\$2.739	-10.0%
\$2.740	\$2.779	-9.5%
\$2.780	\$2.819	-9.0%
\$2.820	\$2.859	-8.5%
\$2.860	\$2.899	-8.0%
\$2.900	\$2.939	-7.5%
\$2.940	\$2.979	-7.0%
\$2.980	\$3.019	-6.5%
\$3.020	\$3.059	-6.0%
\$3.060	\$3.099	-5.5%
\$3.100	\$3.139	-5.0%
\$3.140	\$3.179	-4.5%
\$3.180	\$3.219	-4.0%
\$3.220	\$3.259	-3.5%
\$3.260	\$3.299	-3.0%
\$3.300	\$3.339	-2.5%
\$3.340	\$3.379	-2.0%
\$3.380	\$3.419	-1.5%
\$3.420	\$3.459	-1.0%
\$3.460	\$3.499	-0.5%

<u>From</u>	<u>To</u>	<u>Surcharge</u>
\$3.500	\$3.539	0.0%
\$3.540	\$3.579	0.5%
\$3.580	\$3.619	1.0%
\$3.620	\$3.659	1.5%
\$3.660	\$3.699	2.0%
\$3.700	\$3.739	2.5%
\$3.740	\$3.779	3.0%
\$3.780	\$3.819	3.5%
\$3.820	\$3.859	4.0%
\$3.860	\$3.899	4.5%
\$3.900	\$3.939	5.0%
\$3.940	\$3.979	5.5%
\$3.980	\$4.019	6.0%
\$4.020	\$4.059	6.5%
\$4.060	\$4.099	7.0%
\$4.100	\$4.139	7.5%
\$4.140	\$4.179	8.0%
\$4.180	\$4.219	8.5%
\$4.220	\$4.259	9.0%
\$4.260	\$4.299	9.5%
\$4.300	\$4.339	10.0%
\$4.340	\$4.379	10.5%
\$4.380	\$4.419	11.0%
\$4.420	\$4.459	11.5%
\$4.460	\$4.499	12.0%
\$4.500	\$4.539	12.5%
\$4.540	\$4.579	13.0%

From	<u>To</u>	Surcharge
\$4.580	\$4.619	13.5%
\$4.620	\$4.659	14.0%
\$4.660	\$4.699	14.5%
\$4.700	\$4.739	15.0%
\$4.740	\$4.779	15.5%
\$4.780	\$4.819	16.0%
\$4.820	\$4.859	16.5%
\$4.860	\$4.899	17.0%
\$4.900	\$4.939	17.5%
\$4.940	\$4.979	18.0%
\$4.980	\$5.019	18.5%
\$5.020	\$5.059	19.0%
\$5.060	\$5.099	19.5%
\$5.100	\$5.139	20.0%
\$5.140	\$5.179	20.5%
\$5.180	\$5.219	21.0%
\$5.220	\$5.259	21.5%
\$5.260	\$5.299	22.0%
\$5.300	\$5.339	22.5%
\$5.340	\$5.379	23.0%
\$5.380	\$5.419	23.5%
\$5.420	\$5.459	24.0%
\$5.460	\$5.499	24.5%
\$5.500	\$5.539	25.0%
\$5.540	\$5.579	25.5%
\$5.580	\$5.619	26.0%

SCHEDULE "C"

Emergency Response Guidelines



CONTRACTOR SAFETY & EMERGENCY RESPONSE PROCEDURES

I. Purpose

It is Mississippi Phosphates Corporation's policy to provide a safe work environment for contract personnel working within the plant site. Contractors are required to follow all MPC policies and procedures while working within the plant. A full list of Contractor Safety Policies & Procedures can be found in policy number 3.02.1 of the MPC Safety & Health Policy Manual.

II. Contractor Safety Procedures

- Remain with your company representative at all times unless you have been given special permission.
- Hard hats, safety glasses, hearing protection, and steel tood boots, must be worn at all times
 while in operating areas.
- . No Smoking (except in designated areas).
- . Plant speed limit is 7 MPH.
- Should an emergency occur, go to the nearest the nearest Control Room and wait for further instructions.
- Emergency notification will be given by the plant emergency siren system.
- . Should a chemical release occur, locate the nearest windsock and always rally cross wind.

III. How To Report An Emergency

- · Dial Ext. 3383 on any plant telephone.
- . Speak slowly and clearly, describe the nature and location of the emergency.
- Stay on the phone until your message has been acknowledged by the security guard.
- . Do not hang up until you have been told to do so.

IV. Security Procedures

- You must always sign in and out when entering the restricted area within the plant fencing.
- While within the restricted area, you must have a valid TWC (Transportation Workers identification Credential) on you person at all times or be escorted by a valid TWIC holder.

SCHEDULE "D"

Any Specific Customer Guidelines and Procedures

- 1. MPC Customer Guidelines and Procedures attached.
- 2. All guidelines and procedures of Sulfur Seller set forth in the Customer Sales Agreement are incorporated herein by reference.

Task: Sulfur Railcar - Unloading

Level 1: Unloading Sulfur Railcar

Correctly identified Railcar unloading equipment and valves

- Open Domes on car using breathing air
- Leave dome propped open
- Hook up steam to railcar
- Steam Block Valve
 - · Hook up fittings, traps and steam hose
 - Open bleeds
 - Slowly open steam
 - Bleed condensation
 - When condensation off, close drain
- 250# Header
 - Using 250 steam to thaw out sulfur cars
 - Feeds pitted but regulated down to 75# of pressure
 - Control Operator maintains 250# know if down, call CO and get him to raise to 75#
- Unloading hose

When sulfur car has turned to molten sulfur, block in steam to sulfur car and depressurize

- Open bleeds on steam lines
- When car is depressurized, remove steam hose and fittings and close dome on car

Moving railcar

- Railcar is now ready to move to unloading chute
- Once car is over unloading chute, put on PPE (tyvec suit, faces shield, work gloves)
- Remove belly cap from car and hook up unloading hose into unloading chute
- Ensure dome is cracked open, slowly open unloading valve until flow is established
- Slowly completely open valve
- Keep watch on Sulfur Pit level
- When pit level comes up, start sulfur pit pump.
- Maintain level in sulfur pit.
- If sulfur truck arrives and unloads while railcar is unloading, keep CLOSE watch on sulfur pit level.
- If level backs up into unloading chute, cut back on car or shut off truck

Preparing the car for transport

- 1. Remove unloading hose
- 2. Install belly cap on car
- 3. Close dome on car ensuring all bolts are tight
- 4. Calculate tonnage on car
- 5. Use light weight for tonnage and log in Log Book
- 6. Turn in ticket to B operator

Task: Sulfur Truck - Unloading

- DO NOT Touch the truck
 ENSURE truck driver uses proper PPE (if not, report to B operator)
 Stand by pump switch at sulfur pit
 Maintain level in pit until sulfur unloaded
 Cut off pump
 Log truck into log book
 If railcar unloading, ensure maintain level in pit



PO BOX 848

BILL TO:

Gulf Transport 1450 Lake Robins Drive Suite 500 The Woodlands, TX 77380 Phone: Fax:

INVOICE

100000972

Invoice No. Date

8/31/2014

Customer ID

MPCO01

Contract No.

15200900300

MISSISSIPPI PHOSPHATE CONTRACT EXXON

PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATES CORPORATION

Payment Terms

ROUTE: MOE BOL No.	Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
100033872	8/18/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,480.00 LBS	22.98	L/T	12.90	296.44
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.34
		-					312.74
100033873	8/18/2	2014	•				
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,400.00 LBS	22.95	L/T	12.90	296.06
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.32
							312.34
100033911	8/19/2	2014					
		1060 NA2448, Şulfur, Molten, 9, PGIII Account: 62014	50,680.00 LBS	22.63	L/T	12.90	291.93
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%					13.14
						· · · · · · · · · · · · · · · · · · ·	307.99
100033912	8/20/2						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,640.00 LBS	22.61	L/T	12.90	291.67
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%					13.13
		•					307.72
100033928	8/20/2		m4 400 00 1 00	00.05	. ~	40.00	000.00
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,400.00 LBS	22.95	L/T	12.90	296.06
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.32
							312.34
100033929	8/20/2		54 400 00 1 50	00.05		40.00	000.00
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,400.00 LBS	22.95	L/T	12.90	296.06
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.32
							312.34



INVOICE

100000972 8/31/2014

Customer ID

Invoice No.

Date

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

BOL No.	Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
100033949	8/21/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,080.00 LBS	22.80	L/.T	12.90	294.12
		FSMS01_01 Fuel Surcharge 1%					2.94
		ISMS01_045 Insurance Surcharge 4.5%					13.24
							310.30
100033950	8/21/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,940.00 LBS	22.74	L/T	12.90	293.35
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.20
							309.48
100033965	8/23/2						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,800.00 LBS	22.68	L/T	12.90	292.57
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.17
							308.67
100033966	8/22/2		70 0 40 00 L 00	00.70		40.00	000.00
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,840.00 LBS	22.70	L/T	12.90	292.83
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.18
							308.94
100033971	8/23/2						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,140.00 LBS	22.83	L/T	12.90	294.51
		FSMS01_01 Fuel Surcharge 1%					2.95
		ISMS01_045 Insurance Surcharge 4.5%					13.25
							310.71
100033972	8/23/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,940.00 LBS	23.19	L/T	12.90	299.15
		FSMS01_01 Fuel Surcharge 1%					2.99
		ISMS01_045 Insurance Surcharge 4.5%					13.46
							315.60



Involce No.

Date

INVOICE 100000972 8/31/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

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Payment Terms

Route: MOE BOL No.	Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
100033977	8/24/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,620.00 LBS	22.60	L/T	12.90	291.54
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%					13.12
		<u>-</u>					307.58
100033978	8/24/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,720.00 LBS	22.64	L/T	12.90	292.06
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%					13.14
							308.12
0100033983	8/25/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,920.00 LBS	23.18	L/T	12.90	299.02
		FSMS01_01 Fuel Surcharge 1%					2.99
		ISMS01_045 Insurance Surcharge 4.5%					13.46
							315.47
100033984	8/25/2			22.07	. ~	40.00	007.00
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,680.00 LBS	23.07	L/T	12.90	297.60
		FSMS01_01 Fuel Surcharge 1%					2.98
		ISMS01 045 Insurance Surcharge 4.5%					13.39
		-					313.9
0100034021	8/26/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,800.00 LBS	22.68	L/T	12.90	292.57
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.1
							308.6
100034022	8/26/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,900.00 LBS	22.72	L/T	12.90	293.09
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.19
							309.2



INVOICE

Invoice No.

100000972

Date

8/31/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

BOL No.	MSPP Mobile Bay to Miss Phos Date Item/Product		Qty	Units	Price	Ext. Price
0100034027	8/27/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	49,980.00 LBS	22.31	L/T	12.90	287.80
	FSMS01_01 Fuel Surcharge 1%					2.88
	ISMS01_045 Insurance Surcharge 4.5%					12.95
						303.63
1400024020	9/27/2014					
0100034028	1060 NA2448, Sulfur, Molten, 9, PGIII	50,560.00 LBS	22.57	L/T	12.90	291.15
	Account: 62014	30,300.00 250	22.07	<u> </u>	12.00	201,10
	FSMS01_01 Fuel Surcharge 1%					2.91
	ISMS01_045 Insurance Surcharge 4.5%					13.10
						307.16
100034067		51,600.00 LBS	23.04	L/T	12.90	297.22
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,000.00 LBS	23,04	L / 1	12.00	201.22
	FSMS01_01 Fuel Surcharge 1%					2.97
	ISMS01 045 Insurance Surcharge 4.5%					13.37
	10.000 1_0 to modrames durema ge men				-	313.56
100034068			00.00		40.00	007.00
	1060 NA2448, Sulfur, Molten, 9, PGIII	51,580.00 LBS	23.03	L/T	12.90	297.09
	Account: 62014					2.97
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5%					13.37
	13M301_043 Illisulance Suichaige 4.5%					313.43
						313.43
100034088						
	1060 NA2448, Sulfur, Molten, 9, PGIII	50,460.00 LBS	22.53	L/T	12.90	290.64
	Account: 62014					2.91
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5%					13.08
	151VISU 1_045 Illisurance Suicharge 4.5 %					306.63
						300.03
100034089						
	1060 NA2448, Sulfur, Molten, 9, PGIII	50,660.00 LBS	22.62	L/T	12.90	291.80
	Account: 62014					0.00
	FSMS01_01 Fuel Surcharge 1%					2.92
	ISMS01_045 Insurance Surcharge 4.5%					13.13
						307.85

INVOICE



BILL TO:

Gulf Transport 1450 Lake Robins Drive Suite 500 The Woodlands, TX 77380 Phone: Fax:

Invoice No.

Date .

100000972 8/31/2014

Customer ID

MPCO01

Contract No.

15200900300

MISSISSIPPI PHOSPHATES CORPORATION

PO BOX 848

PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

NET 30 DAYS

OL No.	MSPP Mobile Bay to Miss Phos Date Item/Product			Qty	Units	Price	Ext. Price
100034096	8/30/2014						
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014		51,360.00 LBS	22.93	L/T	12.90	295.80
	FSMS01_01 Fuel Surcharge 1%						2.96
	ISMS01_045 Insurance Surcharge 4	.5%					13.31 312.07
100034097	8/30/2014						0.2.0.
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014		51,680.00 LBS	23.07	L/T	12.90	297.60
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4	5%					2.98 13.39
	151VISO1_043 Illisurance Surcharge 4	.576				<u> </u>	313.97
0100034102	8/31/2014						
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014		50,800.00 LBS	22.68	L/T	12.90	292.57
	FSMS01_01 Fuel Surcharge 1%						2.93
	ISMS01_045 Insurance Surcharge 4	.5%					13.17 308.67
	2010211						300.07
100034103	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014		50,880.00 LBS	22.71	L/T	12.90	292.96
	FSMS01_01 Fuel Surcharge 1%			•			2.93
	ISMS01_045 Insurance Surcharge 4	.5%				•	13.18
							309.07
	Total MOBMSPP BOL Count:	28					

Invoice Total

Item
1060 NA2448, Sulfur, Molten, 9, PGIII
FSMS01_01 Fuel Surcharge 1%
ISMS01_045 Insurance Surcharge 4.5%

QTY EXT. PRICE 638.39 8,235.26

82.38

370.59

TOTAL DUE

All invoice inquires - call (251) 368-6636

8,688.23

PAYMENTS MADE BY WIRE TRANSFER TO: Bank of America ABA #026009593 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO: Bank of America ABA #063100277 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312



BILL TO:

Gulf Transport 1450 Lake Robins Drive Suite 500 The Woodlands, TX 77380 Phone: Fax:

INVOICE

Invoice No.

100000982

Date

9/15/2014

Customer ID

MPCO01

Contract No. .

15200900300

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

Copy

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

Route: MOB BOL No.	MSPP Mobile Bay to Miss Phos Date Item/Product		Qty	Units	Price	Ext. Price
0100034109	9/1/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII	51,560.00 LBS	23.02	L/T	12.90	296.96
	Account: 62014					2.97
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5%					13.36
	13MSV1_043 Instraince Surcharge 4.5 %					313.29
0100034114	9/2/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII	51,100.00 LBS	22.81	L/T	12.90	294.25
	Account: 62014		•			
	FSMS01_01 Fuel Surcharge 1%					2.94
	ISMS01_045 Insurance Surcharge 4.5%					13.24
						310.43
0100034115		54 700 00 1 DC	00 44	. ~	12.90	298.12
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,760.00 LBS	23.11	L/T	12.50	250.12
	FSMS01_01 Fuel Surcharge 1%					2.98
	ISMS01 045 Insurance Surcharge 4.5%	•				13.42
	-					314.52
0100034155	9/3/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,800.00 LBS	23.13	ĽT	12.90	298.38
	FSMS01 01 Fuel Surcharge 1%					2.98
	ISMS01_045 Insurance Surcharge 4.5%	•				13.43
						314.79
0100034156	9/3/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	52,180.00 LBS	23.29	L/T	12.90	300.44
	FSMS01_01 Fuel Surcharge 1%					3.00
	ISMS01_045 Insurance Surcharge 4.5%					13.52
	•					316.96
0100034187	9/4/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII	50,640.00 LBS	22.61	L/T	12.90	291.67
	Account: 62014					2.92
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5%					13.13
	13WISO1_045 Illisurance Surcharge 4.5%					307.72



INVOICE

100000982 9/15/2014

Customer ID

MPCO01

Contract No.

Invoice No.

Date

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

Fax:

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

BOL No.	BMSPP Mobile Bay to Miss Phos Date Item/Product		Qty	Units	Price	Ext. Price
0100034188	9/4/2014					
	1060 NA2448, Sulfur, Mölten, 9, PGIII Account: 62014	51,620.00 LBS	23.04	L/T	12.90	297.22
	FSMS01_01 Fuel Surcharge 1%					2.97
	ISMS01_045 Insurance Surcharge 4.5%					13.37
						313.56
100034203	9/5/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,920.00 LBS	22.73	L/T	12.90	293.22
	FSMS01_01 Fuel Surcharge 1%					2.93
	ISMS01_045 Insurance Surcharge 4.5%					13.19
						309.34
100034204	9/6/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,740.00 LBS	22.65	L/T	12.90	292.19
	FSMS01_01 Fuel Surcharge 1%					2.92
	ISMS01_045 Insurance Surcharge 4.5%					13.15
	_				***************************************	308.26
100034213	9/6/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,680.00 LBS	23.07	L/T	12.90	297.60
	FSMS01_01 Fuel Surcharge 1%					2.98
	ISMS01_045 Insurance Surcharge 4.5%					13.39
	-					313.97
100034214	9/6/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,440.00 LBS	22.96	L/T	12.90	296.18
	FSMS01_01 Fuel Surcharge 1%					2.96
	ISMS01_045 Insurance Surcharge 4.5%					13.33
	-					312.47
100034222	9/7/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,540.00 LBS	23.01	L/T	12.90	296.83
	FSMS01_01 Fuel Surcharge 1%					2.97
	ISMS01_045 Insurance Surcharge 4.5%					13.36
					•	313.16



INVOICE

Invoice No.

Date

9/15/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON Pag

Payment Terms

BOL No.	Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
0100034223	9/7/20	014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,740.00 LBS	23.10	L/T	12.90	297.99
		FSMS01_01 Fuel Surcharge 1%					2.98
		ISMS01_045 Insurance Surcharge 4.5%					13.41
		-					314.38
0100034241	9/8/20	014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,300.00 LBS	22.90	L/T	12.90	295.41
		FSMS01_01 Fuel Surcharge 1%	•				2.95
		ISMS01_045 Insurance Surcharge 4.5%					13.29
							311.65
0100034259	9/9/20	014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,520.00 LBS	23.00	L/T	12.90	296.70
		FSMS01_01 Fuel Surcharge 1%					2.97
		ISMS01_045 Insurance Surcharge 4.5%					13.35
							313.02
0100034260	9/9/20						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,840.00 LBS	23.14	L/T	12.90	298.51
		FSMS01_01 Fuel Surcharge 1%					2.99
		ISMS01_045 Insurance Surcharge 4.5%					13.43
		•					314.93
0100034284	9/10/2			20.72		40.00	000.00
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,900.00 LBS	22.72	L/T	12.90	293.09
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.19
							309.21
0100034285	9/10/2						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,480.00 LBS	22.54	L/T	12.90	290.77
		FSMS01_01 Fuel Surcharge 1%					2.91
		ISMS01_045 Insurance Surcharge 4.5%					13.08
		-					306.76



INVOICE 100000982

Invoice No.

Date 9/15/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON	Payment Terms
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Route: MOB BOL No.	MSPP Mobile Bay to Miss Phos Date Item/Product		Qty	Units	Price	Ext. Price
0100034304	9/11/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,060.00 LBS	22.79	L/T	12.90	293.99
	FSMS01_01 Fuel Surcharge 1%					2.94
	ISMS01_045 Insurance Surcharge 4.5%					13.23
					-	310.16
0100034305	9/12/2014					
0100001000	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,040.00 LBS	22.79	L/T	12.90	293.99
	FSMS01_01 Fuel Surcharge 1%					2.94
	ISMS01_045 Insurance Surcharge 4.5%					13.23
	-					310.16
0100034326	9/12/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,300.00 LBS	22.46	L/T	12.90	289.73
	FSMS01_01 Fuel Surcharge 1%					2.90
	ISMS01_045 Insurance Surcharge 4.5%					13.04
						305.67
0100034327	9/12/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,880.00 LBS	22.71	L/T	12.90	292.96
	FSMS01_01 Fuel Surcharge 1%					2.93
	ISMS01_045 Insurance Surcharge 4.5%					13.18
						309.07
0100034332	9/13/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	52,380.00 LBS	23.38	L/T	12.90	301.60
	FSMS01_01 Fuel Surcharge 1%					3.02
	ISMS01_045 Insurance Surcharge 4.5%					13.57
						318.19
0100034333				. –	40.00	004 70
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	52,400.00 LBS	23.39	L/T	12.90	301.73
	FSMS01_01 Fuel Surcharge 1%					3.02
	ISMS01_045 Insurance Surcharge 4.5%					13.58
						318.33

Invoice Total

Item 1060

NA2448, Sulfur, Molten, 9, PGIII

QTY

EXT. PRICE

550.35

7,099.53

FSMS01_01

Fuel Surcharge 1%

71.00

ISMS01_045

Insurance Surcharge 4.5%

319.47

TOTAL DUE

7,490.00

PAYMENTS MADE BY WIRE TRANSFER TO:

Bank of America ABA #026009593

ACCOUNT OF: GULF TRANSPORT LLC

All invoice inquires - call (251) 368-6636

A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO:

Bank of America ABA #063100277

ACCOUNT OF: GULF TRANSPORT LLC

A/C #:8980 4783 7312



INVOICE

Invoice No. Date

100000990 9/30/2014

Customer ID

MPCO01

Contract No.

15200900300



BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

0100034390 9/16/2014	Route: MOB BOL No.	MSPP Mobile Bay to Miss Phos Date Item/Product		Qty	Units	Price	Ext. Price
Account: 62014 FSMS01_01 Fuel Surcharge 1% 13.37	0100034390	9/16/2014					
FSMS01_01 Fuel Surcharge 1% 13.37 13.3		1060 NA2448, Sulfur, Molten, 9, PGIII	51,580.00 LBS	23.03	LT	12.90	297.09
ISMS01_045 Insurance Surcharge 4.5% 13.37 313.48							2.97
0100034391 9/16/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,800.00 LBS 22.68 L/T 12.90 292.57 Account: 62014 1.060 NA2448, Sulfur, Molten, 9, PGIII 51,120.00 LBS 22.82 L/T 12.90 294.38 13.17 12.90 294.38 13.17 12.90 294.38 13.17 12.90 294.38 13.25							
1060 NA2448, Sulfur, Molten, 9, PGIII 50,800.00 LBS 22.68 LT 12.90 292.57 Account: 62014		ISMS01_040 Insulance duranage 4.0 %					
1060 NA2448, Sulfur, Molten, 9, PGIII 50,800.00 LBS 22.68 LT 12.90 292.57 Account: 62014	0100034391	9/16/2014					
Account: 62014 Fuel Surcharge 1% 13.17 308.67			50,800.00 LBS	22.68	L/T	12.90	292.57
FSMS01_01 ISMS01_045 Insurance Surcharge 4.5% 13.17 13.06.67 13.17 13.06.67 13.17 13.06.67							
100034414 9/17/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,120.00 LBS 22.82 L/T 12.90 294.38 Account: 62014 Fuel Surcharge 1% 13.25 13							2.93
0100034414 9/17/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,120.00 LBS 22.82 L/T 12.90 294.38 Account: 62014 2.94 FSMS01_01 Fuel Surcharge 1% 13.25		ISMS01_045 Insurance Surcharge 4.5%					13.17
1060 NA2448, Sulfur, Molten, 9, PGIII							308.67
Account: 62014 FSMS01_01 Fuel Surcharge 1% 13.25	0100034414					40.00	224.22
FSMS01_01 Fuel Surcharge 4.5% 13.25 13			51,120.00 LBS	22.82	L/T	12.90	294.38
ISMS01_045 Insurance Surcharge 4.5% 13.25							2.94
0100034415 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,220.00 LBS 22.87 L/T 12.90 295.02 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.95 ISMS01_045 Insurance Surcharge 4.5% 13.28 0100034422 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,080.00 LBS 22.80 L/T 12.90 294.12 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.94 ISMS01_045 Insurance Surcharge 4.5% 13.24 0100034423 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.94 ISMS01_045 Insurance Surcharge 4.5% 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18							13.25
1060 NA2448, Sulfur, Molten, 9, PGIII 51,220.00 LBS 22.87 L/T 12.90 295.02 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.95 ISMS01_045 Insurance Surcharge 4.5% 13.28 0100034422 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,080.00 LBS 22.80 L/T 12.90 294.12 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.94 ISMS01_045 Insurance Surcharge 4.5% 2.94 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 2.93 ISMS01_045 Insurance Surcharge 4.5% 2.93 ISMS01_045 Insurance Surcharge 4.5% 313.18		-					310.57
Account: 62014 FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5% 0100034422 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII	0100034415	9/18/2014					
FSMS01_01 Fuel Surcharge 1% 2.95 ISMS01_045 Insurance Surcharge 4.5%			51,220.00 LB\$	22.87	L/T	12.90	295.02
ISMS01_045 Insurance Surcharge 4.5% 13.28 311.25							2.95
0100034422 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 51,080.00 LBS 22.80 L/T 12.90 294.12 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.94 ISMS01_045 Insurance Surcharge 4.5% 13.24 0100034423 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18		-					13.28
1060 NA2448, Sulfur, Molten, 9, PGIII 51,080.00 LBS 22.80 L/T 12.90 294.12 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.94 ISMS01_045 Insurance Surcharge 4.5% 13.24 0100034423 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18		10mcoc 10					311.25
Account: 62014 FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5% 0100034423 9/18/2014	0100034422	9/18/2014					
FSMS01_01 Fuel Surcharge 1% 13.24 13			51,080.00 LBS	22.80	L/T	12.90	294.12
ISMS01_045 Insurance Surcharge 4.5% 13.24 0100034423 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18							2.94
0100034423 9/18/2014 1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5%		-					13.24
1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18		Tomos (_o.to _ modratios outerlange no)					310.30
1060 NA2448, Sulfur, Molten, 9, PGIII 50,840.00 LBS 22.70 L/T 12.90 292.83 Account: 62014 FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18	0100034423	9/18/2014					
FSMS01_01 Fuel Surcharge 1% 2.93 ISMS01_045 Insurance Surcharge 4.5% 13.18		1060 NA2448, Sulfur, Molten, 9, PGIII	50,840.00 LBS	22.70	L/T	12.90	292.83
ISMS01_045 Insurance Surcharge 4.5% 13.18							2.93
		-					
DU0.84		TOTAL COTTON THOUSAND CONTINUES TO TO					308.94



INVOICE

100000990

Date

Invoice No.

MPCO01

9/30/2014

Customer ID Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON Payment Terms

Route: MOE BOL No.	MSPP Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
100034454	9/19/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,100.00 LBS	22.81	L/T	12.90	294.25
		FSMS01_01 Fuel Surcharge 1%					2.94
		ISMS01_045 Insurance Surcharge 4.5%					13.24
		•					310.43
100034455	9/19/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,680.00 LBS	23.07	L/T	12.90	297.60
		FSMS01_01 Fuel Surcharge 1%					2.98
		ISMS01_045 Insurance Surcharge 4.5%					13.39
							313.97
0100034463	9/20/2		51,260.00 LBS	22.88	L/T	12.90	295.15
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	31,200.00 250	22.00	Cr (12.00	200.10
		FSMS01_01 Fuel Surcharge 1%					2.95
		ISMS01_045 Insurance Surcharge 4.5%					13.28
		_					311.38
0100034464	9/20/2						
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,240.00 LBS	22.88	L/T	12.90	295.15
		FSMS01_01 Fuel Surcharge 1%					2.95
		ISMS01_045 Insurance Surcharge 4.5%					13.28
							311.38
0100034473	9/21/2		E4 600 00 LBS	23.04	L/T	12.90	297.22
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,600.00 LBS	23.04	L/ I	12.90	
		FSMS01_01 Fuel Surcharge 1%					2.97
		ISMS01_045 Insurance Surcharge 4.5%					13.37
							313.56
0100034474	9/21/3		51,420.00 LBS	22.96	L/T	12.90	296.18
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,420.00 LBS	22.90	L/ I	12.50	
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.33
							312.47

INVOICE



Gulf Transport 1450 Lake Robins Drive

Suite 500 The Woodlands, TX 77380 Phone:

Fax:

Invoice No.

Date

100000990 9/30/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI	PHOSPHATE	CONTRACT	FXXON

Payment Terms

BOL No.	Date	Mobile Bay to Miss Phos Item/Product		Qty	Units	Price	Ext. Price
100034492	9/22/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,880.00 LBS	23.16	L/T	12.90	298.76
		FSMS01_01 Fuel Surcharge 1%					2.99
		ISMS01_045 Insurance Surcharge 4.5%					13.44
		-					315.19
100034493	9/22/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,780.00 LBS	23.12	L/T	12.90	298.25
		FSMS01_01 Fuel Surcharge 1%					2.98
		ISMS01_045 Insurance Surcharge 4.5%					13.42
						•	314.65
100034512	9/23/2					40.00	202.46
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,420.00 LBS	22.96	L/T	12.90	296.18
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.33
							312.47
100034513	9/23/2					40.00	222.04
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,820.00 LBS	23.13	L/T	12.90	298.38
		FSMS01_01 Fuel Surcharge 1%					2.98
		ISMS01_045 Insurance Surcharge 4.5%					13.43
							314.79
100034538	9/24/2		51,640.00 LBS	23.05	L/T	12.90	297.35
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	31,040.00 EBS	20.00	C/ 1	12.00	
		FSMS01_01 Fuel Surcharge 1%					2.97
		ISMS01_045 Insurance Surcharge 4.5%					13.38
							313.70
100034539	9/24/2		51,520.00 LBS	23.00	L/T	12.90	296.70
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,520.00 LBS	23.00	ЦI	12.50	
		FSMS01_01 Fuel Surcharge 1%					2.9
		iSMS01_045 Insurance Surcharge 4.5%					13.3
							313.0



INVOICE

Invoice No.

100000990

Date

9/30/2014

Customer ID

MPCO01

Contract No.

15200900300

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI	PHOSPHATE	CONTRACT	EXXON
		0011110101	

Payment Terms

BOL No.	Date	Item/Product		Qty	Units	Price	Ext. Price
0100034557	9/25/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,640.00 LBS	22.61	L/T	12.90	291.67
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%					13.13
		-					307.72
100034558	9/25/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,880.00 LBS	22.71	L/T	12.90	292.96
		FSMS01_01 Fuel Surcharge 1%					2.93
		ISMS01_045 Insurance Surcharge 4.5%					13.18
		_					309.07
100034574	9/26/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,540.00 LBS	22.56	L/T	12.90	291.02
		FSMS01_01 Fuel Surcharge 1%					2.91
		ISMS01_045 Insurance Surcharge 4.5%					13.10
							307.03
100034575	9/26/2					40.00	000.04
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,760.00 LBS	22.66	L/T	12.90	292.31
		FSMS01_01 Fuel Surcharge 1%					2.92
		ISMS01_045 Insurance Surcharge 4.5%		•			13.15
							308.38
100034585	9/27/2			20.00	. ~	40.00	000.40
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,420.00 LBS	22.96	L/ T	12.90	296.18
		FSMS01_01 Fuel Surcharge 1%					2.96
		ISMS01_045 Insurance Surcharge 4.5%					13.33
							312.47
100034586	9/27/2	2014					
		1060 NA2448, Sulfur, Molten, 9, PGIII	51,260.00 LBS	22.88	L/T	12.90	295.15
		Account: 62014					2.95
		FSMS01_01 Fuel Surcharge 1%					13.28
		ISMS01_045 Insurance Surcharge 4.5%					311.38



INVOICE

Invoice No.

100000990 9/30/2014

Customer ID

Date

MPCO01

Contract No.

15200900300

MISSISSIPPI PHOSPHATES CORPORATION

PO BOX 848

BILL TO:

PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON	Payment Terms
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Route: MOE BOL No.	BMSPP Mobile Bay to Miss Phos Date llem/Product		Qty	Units	Price	Ext. Price
100034595	9/28/2014					
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,940.00 LBS	22.74	L/T	12.90	293.35
	FSMS01_01 Fuel Surcharge 1%					2.93
	ISMS01_045 Insurance Surcharge 4.5%					13.20
						309.48
100034596	9/28/2014			•		
7100034330	1060 NA2448, Sulfur, Molten, 9, PGIII	51,340.00 LBS	22.92	L/T	12.90	295.67
	Account: 62014					2.96
	FSMS01_01 Fuel Surcharge 1%					13.31
	ISMS01_045 Insurance Surcharge 4.5%				****	311.94
						011104
0100034613			00.63		40.00	004.46
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	50,560.00 LBS	22.57	L/T	12.90	291.15
	FSMS01_01 Fuel Surcharge 1%					2.91
	ISMS01_045 Insurance Surcharge 4.5%					13.10
						307.16
100034614	9/29/2014		•			
	1060 NA2448, Sulfur, Molten, 9, PGIII	50,780.00 LBS	22.67	L/T	12.90	292.44
	Account: 62014 FSMS01 01 Fuel Surcharge 1%					2.92
	FSMS01_01 Fuel Surcharge 1% ISMS01_045 Insurance Surcharge 4.5%					13.16
	ISMS01_045 Insurance Surcharge 4.570					308.52
						-
0100034643		E4 900 00 1 BC	23.13	L/T	12.90	298.38
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: 62014	51,820.00 LBS	23.13	L/I	12.50	250.50
	FSMS01_01 Fuel Surcharge 1%					2.98
	ISMS01_045 Insurance Surcharge 4.5%					13.43
	•					314.79
100034644	9/30/2014					
3.0000.044	1060 NA2448, Sulfur, Molten, 9, PGIII	51,060.00 LBS	22.79	L/T	12.90	293.99
	Account: 62014					•
	FSMS01_01 Fuel Surcharge 1%					2.94
	ISMS01_045 Insurance Surcharge 4.5%					13.23
						310.10

Invoice Total

Item 1060

NA2448, Sulfur, Molten, 9, PGIII

QTY 686.16 EXT. PRICE

8,851.45

FSMS01_01

Fuel Surcharge 1%

88.49

ISMS01_045

Insurance Surcharge 4.5%

398.33

All invoice inquires - call (251) 368-6636

TOTAL DUE

9,338.27

PAYMENTS MADE BY WIRE TRANSFER TO: Bank of America ABA #026009593 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO: Bank of America ABA #063100277 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312



BILL TO:

Gulf Transport

1450 Lake Robins Drive

Suite 500

The Woodlands, TX 77380

Phone:

Fax:

INVOICE

100001003 10/15/2014

Customer ID

Invoice No.

Date

MPCO01

Contract No.

15200900300

MISSISSIPPI PHOSPHATES CORPORATION PO BOX 848 PASCAGOULA, MS 39560

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

NET 30 DAYS

Route: MOB BOL No.	MSPP Date	Mobile Bay to M Item/Product	liss Phos			Qty	Units	Price	Ext. Price
0100034768	10/9/2	2014							-
		1060 NA2448,	Sulfur, Molten, 9, PGIII		51,380.00 LBS	22.94	L/T	13.09	300.28
		Account: 6201	4						
		FSMS01_005	Fuel Surcharge 0.50%						1.50
		ISMS01_045	Insurance Surcharge 4.5%						13.51
									315.29
100034769	10/9/2	2014							
		1060 NA2448, S Account: 6201	Sulfur, Molten, 9, PGIII 4		51,180.00 LBS	22.85	L/T	13.09	299.11
		FSMS01_005	Fuel Surcharge 0.50%						1.50
		ISMS01_045	Insurance Surcharge 4.5%						13.46
									314.07
	Total I	MOBMSPP	BOL Count:	2					

Invoice Total

Item

NA2448, Sulfur, Molten, 9, PGIII

FSMS01_005

Fuel Surcharge 0.50%

ISMS01_045

1060

Insurance Surcharge 4.5%

All Invoice inquires - call (251) 368-6636

QTY **EXT. PRICE**

45.79 599.39

3.00

26.97

TOTAL DUE

629.36

PAYMENTS MADE BY WIRE TRANSFER TO: Bank of America ABA #026009593 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO: Bank of America ABA #063100277 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312



INVOICE

Invoice No.

100001014

10/31/2014

Customer ID

Date

MPCO01

Contract No.

15200900300

BILL TO:
MISSISSIPPI PHOSPHATES CORPORATION

Fax:

PO BOX 848

PASCAGOULA, MS 39560

Copy

MISSISSIPPI PHOSPHATE CONTRACT EXXON

Payment Terms

NET 30 DAYS

Route: MOB BOL No.	MSPP Date	Mobile Bay to Note that the Mobile Bay to Note the Mob	fliss Phos			Qty	Units	Price	Ext. Price
0100034862	10/16	/2014							
		1060 NA2448,	Sulfur, Molten, 9, PGIII		51,160.00 LBS	22.84	L/T	13.09	298.98
		Account: 62014	4						
		FSMS01_005	Fuel Surcharge 0.50%						1.49
		ISMS01_045	Insurance Surcharge 4.5%						13.45
									313.92
100034863	10/16	5/2014							
		1060 NA2448,	Sulfur, Molten, 9, PGIII		51,000.00 LBS	22.77	L/T	13.09	298.06
		Account: 6201	4						
		FSMS01_005	Fuel Surcharge 0.50%						1.49
		ISMS01_045	Insurance Surcharge 4.5%						13.41
									312.96
				•					
	Total	MOBMSPP	BOL Count:	2					

Invoice Total

Item 1060

FSMS01_005

ISMS01_045

NA2448, Sulfur, Molten, 9, PGIII

Fuel Surcharge 0.50%

Insurance Surcharge 4.5%

QTY 45.61 EXT. PRICE

597.04 2.98

00.00

26.86

All invoice inquires - call (251) 368-6636

TOTAL DUE

626.88

PAYMENTS MADE BY WIRE TRANSFER TO: Bank of America

ABA #026009593 ACCOUNT OF: GULF TRANSPORT LLC

A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO:

Bank of America ABA #063100277

ACCOUNT OF: GULF TRANSPORT LLC

A/C #:8980 4783 7312



Gulf Transport

1450 Lake Robins Drive Suite 500 The Woodlands, TX 77380

Phone: Fax:

INVOICE

Invoice No.

100000991

Date

9/30/2014

Customer ID

MPCO03

Contract No.

15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION **601 INDUSTRAL RD** PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

BOL No.	MSPP CHALMETTE TO MISS PHOSPHATE Date Item/Product		Qty	Units	Price	Ext. Price
0300009828	9/16/2014				Customer B	OL: 150528
300000000	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,380.00 LBS	22.49	L/T	23.04	518.17
	FSMS03_04 Fuel Surcharge 4%					20.73
	ISMS03_045 Insurance Surcharge 4.5%					23.32
						562.22
0300009829	9/16/2014				Customer B	OL: 150537
0300003023	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,120.00 LBS	21.48	L/T	23.04	494.90
	FSMS03_04 Fuel Surcharge 4%					19.80
	ISMS03_045 Insurance Surcharge 4.5%					22.27
	•				 	536.97
0300009830	9/17/2014				Customer B	OL: 150566
0300000	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,280.00 LBS	22.45	L/T	23.04	517.25
	FSMS03 04 Fuel Surcharge 4%					20.69
	ISMS03_045 Insurance Surcharge 4.5%					23.28
						561.22
0300009832	9/17/2014				Customer E	OL: 150753
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,920.00 LBS	22.29	L/T	23.04	513.56
	FSMS03_04 Fuel Surcharge 4%					20.54
	ISMS03_045 Insurance Surcharge 4.5%					23.11 557.21
0300009833			00.40			SOL: 150773
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,240.00 LBS	22.43	L/T	23.04	516.79
	FSMS03_04 Fuel Surcharge 4%					20.67
	ISMS03_045 Insurance Surcharge 4.5%					23.26
						560.72
0300009834			4.			3OL: 150942
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,040.00 LBS	21.45	L/T	23.04	494.21
	FSMS03_04 Fuel Surcharge 4%					19.77
	ISMS03_045 Insurance Surcharge 4.5%					22.24
						536.22



INVOICE

100000991

MPCO03

Date 9/30/2014

Customer ID

Invoice No.

Contract No. 15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION 601 INDUSTRAL RD PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

Route: CMT BOL No.	MSPP Date	CHALMETTE TO MISS PHOSPHATE Item/Product		Qty	Units	Price	Ext. Price
300009835	9/18/2	2014				Customer B	OL: 150938
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,060.00 LBS	22.35	L/T	23.04	514.94
		FSMS03_04 Fuel Surcharge 4%					20.60
		ISMS03_045 Insurance Surcharge 4.5%					23.17
		-					558.71
300009836	9/19/2	2014				Customer B	OL: 151130
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,960.00 LBS	21.86	L/T	23.04	503.65
		FSMS03_04 Fuel Surcharge 4%					20.15
		ISMS03_045 Insurance Surcharge 4.5%					22.66
							546.46
300009837	9/19/2	2014				Customer B	OL: 151021
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,280.00 LBS	22.45	L/T	23.04	517.25
		FSMS03_04 Fuel Surcharge 4%					20.69
		ISMS03_045 Insurance Surcharge 4.5%					23.28
							561.22
300009838	9/19/2	2014				Customer E	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,800.00 LBS	21.79	L/T	23.04	502.04
		FSMS03_04 Fuel Surcharge 4%					20.08
		ISMS03_045 Insurance Surcharge 4.5%					22.59
							544.71
300009921	9/20/2					Customer B	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,600.00 LBS	22.59	L/T	23.04	520.47
		FSMS03_04 Fuel Surcharge 4%					20.82
		ISMS03_045 Insurance Surcharge 4.5%					23.42
							564.71
300009923	9/20/2				. —	Customer E	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,500.00 LBS	22.54	L/T	23.04	519.32
		FSMS03_04 Fuel Surcharge 4%					20.77
		ISMS03_045 Insurance Surcharge 4.5%					23.37
							563.46



INVOICE

100000991

Date

Invoice No.

9/30/2014

Customer ID

MPCO03

Contract No.

15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION 601 INDUSTRAL RD PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

Route: CMT BOL No.	MSPP CHALMETTE TO MISS PHOSPHATE Date Item/Product		Qty	Units	Price	Ext. Price
0300009924	9/20/2014				Customer B	OL: 151285
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,440.00 LBS	22.07	L/T	23.04	508.49
	FSMS03_04 Fuel Surcharge 4%					20.34
	ISMS03_045 Insurance Surcharge 4.5%					22.88
						551.71
300009925	9/21/2014				Customer B	OL: 131325
300009923	1060 NA2448, Sulfur, Molten, 9, PGIII	49,660.00 LBS	22.17	L/T	23.04	510.80
	Account: ERP # 4000255945 LT 1000 FSMS03_04 Fuel Surcharge 4%					20.43
	ISMS03_045 Insurance Surcharge 4.5%					22.99
	TOTALOGO_D TO THOUSANDS OUTSINE GO WE TO					554.22
300009927	0/21/2014				Customer B	OL: 151328
300009927	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,580.00 LBS	22.58	L/T	23.04	520.24
	FSMS03_04 Fuel Surcharge 4%					20.81
	ISMS03_045 Insurance Surcharge 4.5%					23.41
	_					564.46
300009928	9/21/2014				Customer B	OL: 151393
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	51,140.00 LBS	22.83	L/T	23.04	526.00
	FSMS03_04 Fuel Surcharge 4%					21.04
	ISMS03_045 Insurance Surcharge 4.5%					23.67
	_					570.71
300009929	9/22/2014				Customer B	OL: 151443
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,540.00 LBS	22.56	L/T	23.04	519.78
	FSMS03_04 Fuel Surcharge 4%					20.79
	ISMS03_045 Insurance Surcharge 4.5%					23.39
					12,	563.96
300009930	9/22/2014				Customer B	OL: 151481
•	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,680.00 LBS	22.63	L/T	23.04	521.40
	FSMS03_04 Fuel Surcharge 4%					20.86
	ISMS03_045 Insurance Surcharge 4.5%					23.46
						565.72



INVOICE

Invoice No.

100000991

Date

9/30/2014

Customer ID

MPCO03

Contract No.

15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION 601 INDUSTRAL RD PASCAGOULA, MS 39568

03 MISS	PHOS	CONTRACT	FOR	FXXON BR
	1100			

Payment Terms

Route: CMT BOL No.	Date	CHALMETTE TO MISS PHOSPHATE Item/Product		Qty	Units	Price	Ext. Price
300009931	9/22/2	2014				Customer B	OL: 151588
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,960.00 LBS	22.30	L/T	23.04	513.79
		FSMS03_04 Fuel Surcharge 4%					20.55
		ISMS03_045 Insurance Surcharge 4.5%					23.12
		· •				-	557.46
300009932	9/24/2	2014				Customer B	OL: 151893
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,720.00 LBS	22.20	L/T	23.04	511.49
		FSMS03_04 Fuel Surcharge 4%					20.46
		ISMS03_045 Insurance Surcharge 4:5%					23.02
							554.97
300009972	9/23/2	2014				Customer B	OL: 151728
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,800.00 LBS	22.68	L/T	23.04	522.55
		FSMS03_04 Fuel Surcharge 4%					20.90
		ISMS03_045 Insurance Surcharge 4.5%					23.51
							566.96
300009973	9/23/2	2014				Customer B	OL: 151666
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,500.00 LBS	22.54	L/T	23.04	519.32
		FSMS03_04 Fuel Surcharge 4%					20.77
		ISMS03_045 Insurance Surcharge 4.5%				-	23.37
							563.46
300009974	9/23/2					Customer B	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,560.00 LBS	22.57	L/T	23.04	520.01
		FSMS03_04 Fuel Surcharge 4%					20.80
		ISMS03_045 Insurance Surcharge 4.5%					23.40
							564.21
300009986	9/24/2			<u>.</u>		Customer B	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,320.00 LBS	21.57	L/T	23.04	496.97
		FSMS03_04 Fuel Surcharge 4%					19.88
		ISMS03_045 Insurance Surcharge 4.5%					22.36
							539.21



Gulf Transport 1450 Lake Robins Drive Suite 500

The Woodlands, TX 77380

Phone: Fax: INVOICE

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100000991

9/30/2014

Customer ID

Invoice No.

Date

MPC003

Contract No.

15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION 601 INDUSTRAL RD PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

BOL No.	Date	CHALMETTE TO MISS PHOSPHATE Item/Product		Qty	Units	Price	Ext. Price
300010014	9/25/2	2014				Customer B	OL: 152290
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	47,000.00 LBS	20.98	L/T	23.04	483.38
		FSMS03 04 Fuel Surcharge 4%					19.34
		ISMS03_045 Insurance Surcharge 4.5%					21.75
							524.47
300010015	9/25/2	2014				Customer B	OL: 152274
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,040.00 LBS	21.89	L/T	23.04	504.35
		FSMS03_04 Fuel Surcharge 4%					20.17
		ISMS03_045 Insurance Surcharge 4.5%					22.70
							547.22
300010016	9/25/2	2014				Customer B	OL: 152259
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,420.00 LBS	22.06	L/T	23.04	508.26
		FSMS03_04 Fuel Surcharge 4%					20.33
		ISMS03_045 Insurance Surcharge 4.5%					22.87
							551.46
300010017	9/26/2	2014				Customer B	OL: 152413
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	53,820.00 LBS	24.03	L/T	23.04	553.65
		FSMS03_04 Fuel Surcharge 4%					22.15
		ISMS03_045 Insurance Surcharge 4.5%					24.91
							600.71
300010018	9/26/2		TO 040 00 1 DO	00.04		Customer B	
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,040.00 LBS	22.34	L/T	23.04	514.71
		FSMS03 04 Fuel Surcharge 4%					20.59
		ISMS03_045 Insurance Surcharge 4.5%					23.16
		_					558.46
300010019	9/26/2	2014				Customer B	OL: 152471
		1060 NA2448, Sulfur, Molten, 9, PGIII	49,820.00 LBS	22.24	L/T	23.04	512.41
		Account: ERP # 4000255945 LT 1000					
		FSMS03_04 Fuel Surcharge 4%					20.50
		ISMS03_045 Insurance Surcharge 4.5%					23.06
							555.97



INVOICE

Invoice No.

100000991

Date

9/30/2014

Customer ID

MPCO03

Contract No.

15201200106

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION 601 INDUSTRAL RD PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

Route: CMT BOL No.	Date	CHALMETTE TO MISS PHOSPHATE Item/Product		Qty	Units	Price	Ext. Price
300010077	9/27/2	2014				Customer B	OL: 152558
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,420.00 LBS	22.06	L/T	23.04	508.2€
		FSMS03_04 Fuel Surcharge 4%					20.33
		ISMS03_045 Insurance Surcharge 4.5%					22.87
		_					551.46
300010078	9/27/2	2014				Customer B	OL: 152589
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,820.00 LBS	22.24	L/T	23.04	512.41
		FSMS03_04 Fuel Surcharge 4%					20.50
		ISMS03_045 Insurance Surcharge 4.5%					23.06
							555.97
300010079	9/27/2	2014				Customer B	OL: 152596
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,020.00 LBS	22.33	L/T	23.04	514.48
		FSMS03_04 Fuel Surcharge 4%					20.58
		ISMS03_045 Insurance Surcharge 4.5%					23.15
							558.21
300010080	9/28/2	2014				Customer B	OL: 152629
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,480.00 LBS	22.54	L/T	23.04	519.32
		FSMS03_04 Fuel Surcharge 4%					20.77
		ISMS03_045 Insurance Surcharge 4.5%					23.37
							563.46
300010081	9/28/2	2014				Customer B	OL: 152665
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,280.00 LBS	22.45	L/T	23.04	517.25
		FSMS03_04 Fuel Surcharge 4%					20.69
		ISMS03_045 Insurance Surcharge 4.5%					23.28
							561.22
300010082	9/28/2	2014				Customer B	OL: 152715
		1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,880.00 LBS	22.27	L/T	23.04	513.10
		FSMS03 04 Fuel Surcharge 4%					20.52
		ISMS03_045 Insurance Surcharge 4.5%					23.09
						•	556.71



BILL TO:

Gulf Transport 1450 Lake Robins Drive Suite 500 The Woodlands, TX 77380 Phone: Fax:

INVOICE

Invoice No.

100000991

Date

9/30/2014

Customer ID

MPCO03

Contract No.

15201200106

MISSISSIPPI PHOSPHATES CORPORATION

601 INDUSTRAL RD

PASCAGOULA, MS 39568

03 MISS PHOS CONTRACT FOR EXXON BR

Payment Terms

NET 30 DAYS

BOL No.	MSPP CHALMETTE TO MISS PHOSPHATE Date Item/Product		Qty	Units	Price	Ext. Price
300010083	9/29/2014				Customer B	OL: 152874
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,980.00 LBS	22.31	L/T	23.04	514.02
	FSMS03_04 Fuel Surcharge 4%					20.56
	ISMS03_045 Insurance Surcharge 4.5%					23.13
						557.71
300010084	9/29/2014				Customer B	OL: 152915
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,220.00 LBS	21.97	L/T	23.04	506.19
	FSMS03_04 Fuel Surcharge 4%					20.25
	ISMS03_045 Insurance Surcharge 4.5%					22.78
						549.22
300010117	9/30/2014				Customer B	OL: 152956
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	50,040.00 LBS	22.34	L/T	23.04	514.71
	FSMS03_04 Fuel Surcharge 4%					20.59
	ISMS03_045 Insurance Surcharge 4.5%					23.16
						558.46
300010118	9/30/2014				Customer B	OL: 153098
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	48,920.00 LBS	21.84	L/T	23.04	503.19
	FSMS03_04 Fuel Surcharge 4%					20.13
	ISMS03_045 Insurance Surcharge 4.5%					22.64
						545.96
300010119	9/30/2014				Customer B	OL: 153124
	1060 NA2448, Sulfur, Molten, 9, PGIII Account: ERP # 4000255945 LT 1000	49,240.00 LBS	21.98	L/T	23.04	506.42
	FSMS03_04 Fuel Surcharge 4%					20.26
	ISMS03_045 Insurance Surcharge 4.5%					22.79
						549.47
	Total CMTMSPP BOL Count:	41				

Invoice Total

Item		QTY	EXT. PRICE
1060	NA2448, Sulfur, Molten, 9, PGIII	912.74	21,029.50
FSMS03_04	Fuel Surcharge 4%		841.20
ISMS03_045	Insurance Surcharge 4.5%		946.32

22,817.02

PAYMENTS MADE BY WIRE TRANSFER TO: Bank of America ABA #026009593 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312

PAYMENTS MADE BY ACH TO: Bank of America ABA #063100277 ACCOUNT OF: GULF TRANSPORT LLC A/C #:8980 4783 7312



Hogan Lovells US LLP Columbia Square 555 Thirteenth Street, NW Washington, DC 20004 T +1 202 637 5600 F +1 202 637 5910 www.hoganlovells.com

February 18, 2015

By Overnight Delivery

BMC Group, Inc.

Attn: Mississippi Phosphates Corporation Claims Processing 18675 Lake Drive East Chanhassen, MN 55317

Re: Mississippi Phosphates Corporation,

Case No. 14-51667-KMS, Chapter 11; U.S. Bankruptcy Court, Southern District of Mississippi (Gulfport-6 Divisional Office)

Dear sir or madam:

Kindly accept for filing in the above referenced matter the enclosed three (3) original Proofs of Claim:

- 1. of Oxbow Sulphur, Inc. in the amount of \$986,871.64;
- 2. of Sulcom, Inc. in the amount of \$119,824.00; and
- 3. of Gulf Transport LLC in the amount of \$49,598.76.

In addition, please stamp the enclosed copies of these Proofs of Claim as "received" and return them to the undersigned in the enclosed envelope. Please contact me if there is any difficulty or question.

Thank you for your cooperation.

Sincerely,

Edward C. Dolan

Partner

202-637-5677

edward.dolan@hoganlovells.com

Enclosure ecd/dh

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FEB 19 2015

BMC GROUP

From: (202) 637-5600 Edward Dolan Hogan Lovells US LLP Columbia Square 555 Thirteenth Street, N.W. Washington, DC 20004

Origin ID: RDVA



BILL SENDER

SHIP TO: (800) 909-0100 **BMC Group Inc Claims Processing** Mississippi Phosphates 18675 Lake Drive East

CHANHASSEN, MN 55317

Ref# 090547.000001-00547

Ship Date: 18FEB15 ActWgt: 2.0 LB

CAD: 102960583/WSXI2750

Delivery Address Bar Code

Invoice # PO# Dept#

RELEASE#: 3785346

THU - 19 FEB 10:30A PRIORITY OVERNIGHT

TRK# 7802 3052 7141 0201

XH FBLA

55317 MN-US

MSP



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.

2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800 -463-3339).