

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial NMLC 065286
Number _____

POTASSIUM LEASE READJUSTMENT

Lease
Date January 9, 1952

PART I. LEASE RIGHTS GRANTED.

This lease, entered into by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and National Potash Co., Box 731, Carlsbad, NM 88220

hereinafter called lessee, is readjusted, effective January 9 1952, for a period of 20 years, and so long thereafter as lessee complies with the terms and conditions of this lease which are subject to readjustment at the end of each 20-year period, unless otherwise provided by law.

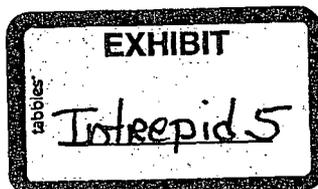
Sec. 1. This lease readjustment is subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U.S.C. 181 et seq.), as amended and supplemented, and the Act of February 7, 1927, as amended (44 Stat. 1057, 30 U.S.C. 281-287), hereinafter referred to as the Act; and to the regulations and general mining orders of the Secretary of the Interior in force on the date this lease is readjusted.

Sec. 2. Lessor, in consideration of any rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants the lessee the exclusive right and privilege to explore for, drill for, mine, extract, remove, beneficiate, concentrate, or otherwise process and dispose of the potassium and associated deposits in, upon, or under the following described lands:

NEW MEXICO PRINCIPAL MERIDIAN

T. 20 S., R. 32 E.,
sec. 6: lots 1-7
 S2NE, SENW, E2SW, SE
sec. 7: lots 1-4
 E2, E2W2
sec. 17:
sec. 20:

containing 2,553.870 acres, more or less, together with the right to construct and maintain on the land, such works, buildings, plants, structures, equipment and appliances necessary to the mining, processing and removal of the deposit, and the right to use such land and such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted for a period of 20 years and so long thereafter as the lessee complies with the terms and conditions of this lease.



PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee shall pay lessor annually and in advance for each acre or fraction thereof during the continuance of the lease at the rate of \$1.00 for each lease year.

(b) RENTAL CREDITS - The rental for any year will be credited against the first royalties as they accrue under the lease during the year for which rental was paid.

Sec. 2. (a) PRODUCTION ROYALTIES - Lessee shall pay lessor a production royalty in accordance with the enclosed notice. Such production royalty is due the last day of the month next following the month in which the minerals are sold or removed from the leased lands.

(b) MINIMUM ANNUAL PRODUCTION AND MINIMUM ROYALTY - (1) Lessee shall produce on an annual basis a minimum amount of potassium, except when production is interrupted by strikes, the elements, or casualties not attributable to the lessee. Lessor may permit suspension of operations under the lease when marketing conditions are such that the lease cannot be operated except at a loss. (2) At the request of the lessee, made prior to initiation of the lease year, the authorized officer may allow in writing the payment of a \$3.00 per acre or fraction thereof minimum royalty in lieu of production for any particular lease year. Minimum royalty payments shall be credited to production royalties for that year.

Sec. 3. REDUCTION AND SUSPENSION - In accordance with Section 39 of the Mineral Leasing Act, 30 U.S.C. 209, the lessor reserves the authority to waive, suspend or reduce rental or minimum royalty, or to reduce royalty, and reserves the authority to assent to or order the suspension of this lease.

Sec. 4. BONDS - Lessee shall maintain a bond in the amount of \$ 25,000.00 for potassium leases. The authorized officer may require an increase in the amount when additional coverage is determined appropriate.

Sec. 5. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee shall keep open at all times for the inspection of any duly authorized officer of lessor, the leased premises and all surface and underground improvements, work, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee shall either submit or provide lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee shall exercise reasonable diligence, skill, and care in the operations in accordance with the approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health or property, and of waste or damage to any water or mineral deposits.

Lessee shall not conduct exploration or operations, other than casual use, prior to receipt of necessary permits or approval of plans of operations by lessor.

Lessee shall carry on all operations in accordance with approved methods and practices as provided in the operating regulations, and the approved mining plans in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, minerals, and other resources, and to other land uses and users. Lessee shall take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures.

Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder or the approval of easements or rights-of-way. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 7. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee shall: pay when due all taxes legally assessed and levied under the laws of the State or United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years shall be employed in any mine below the surface. To the extent that the laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 8. (a) TRANSFERS - This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interests.

(b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 9. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all or portions of this lease are returned to lessor, lessee shall deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all wells in condition for suspension or abandonment. Within 180 days thereof, lessee shall remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the authorized officer. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, shall become the property of the lessor, but lessee shall either remove any and such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor shall waive the requirement for removal, provided the third parties do not object to such waiver.

Lessee shall, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by the lessee's activity or activities on the leased lands, and reclaim access roads or trails.

Sec 10. PROCEEDINGS IN CASE OF DEFAULT

- If lessee fails to comply with applicable laws, now existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation by the lessor only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 11. HEIRS AND SUCCESSORS-IN-INTEREST

- Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 12. INDEMNIFICATION - Lessee shall indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 13. SPECIAL STATUTES - This lease is subject to the Federal Water Pollution Control Act (33 U.S.C. 1151-1175), the Clean Air Act (42 U.S.C. 1857 et seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation.

Sec. 14. SPECIAL STIPULATIONS - SEE ATTACHMENT II

SPECIAL STIPULATIONS-

1. Prior to any surface disturbing activities, such as road construction or major maintenance efforts that would reasonably be expected to damage cultural resources on land previously undisturbed, a Class III cultural survey must be performed by a qualified archaeologist.

2. Clearing and grading of roads and pads will be kept to a minimum as approved by the authorized officer.

3. To prevent slackening of fence wire, the lessee will brace and tie-off each existing fence to be crossed, before cutting. During construction, the opening will be protected to prevent the escape of livestock. Fences which have been cut during construction will be restored by the lessee to a condition which is equal to, or better, than the original. Cattle guards and adjacent gates which are of a suitable width will also be furnished in any fence where a road created during construction is to be regularly traveled.

4. Gates or cattle guards on public land will not be locked or closed to public use by the lessee.

5. Mud pits will be filled, and roads and pads will be graded and reseeded. The surface allottee can request that a road be allowed to remain, if approved by the authorized officer.

6. Core test holes will be plugged to surface with cement.

7. A 4-inch pipe marker will be set in holes, 5 feet above ground. The location and lessee's name will be stamped on a disc and set on the marked pipe.

8. The lessee, prior to any construction, shall notify the grazing allottee or the surface owner in the case of private ownership. Permission to drill will be necessary in the case of private surface ownership. Abandonment stipulations will coincide with surface owner agreement.

9. Upon abandonment, a lithology log shall be submitted with assays and mineral balances when warranted.

10. Additional reasonable stipulations may be stipulated at the time of application for specified locations.

11. Required approvals will not be unreasonably withheld.

12. Operations shall not be conducted if, in the opinion of the authorized officer, they would constitute a hazard to oil and gas production or that would unreasonably interfere with orderly development and production under any oil and gas lease for the same land.

Attachment II

GOVERNMENT OF PRODUCTION ROYALTY RATES

Lessee shall pay the lessee for the output of the lease deposit
- lifting certain royalty rates as follows:

Royalty rate: 20 percent of (gross) M.C. grade mineral, 10%
royalty M.C. M.C. 100000 with an upper limit of five percent
and a lower limit of two percent. The M.C. grade as defined
is the grade of ore mined, and the royalty rate shall be
determined as the average M.C. content. The lifting royalty
royalty rate will apply only to production obtained from the
underlying deposit of that mineral.

Royalties shall be paid monthly in cash or delivered in kind at the
option of the lessee. It is expressly agreed that the Secretary
of the Interior may establish reasonable minimum values for
purposes of computing royalty on any of the leased deposits and
consideration being given to the highest price paid for a unit of
a commodity of the production of the quality produced from the same
mineral area, the price received by the lessee, the market price,
and other pertinent factors.

When paid in kind such royalty or production shall be due and
market value as the day of the delivery month following the
delivery month in which produced.

When royalty is to be taken in kind, it shall be delivered
prior to March 1 each delivery of royalty product will be required
beginning June 1 of that year for a period ending not exceeding 10
months. When paid in kind royalty product shall be delivered in
marketable condition at the point of shipment without cost to
the lessee unless otherwise agreed to by the parties hereto. At
such time and in such average circumstances provided by the lessee
as may reasonably be required by the lessee, provided that the
lessee shall not be required to hold the royalty product in
storage for more than 180 days beyond the end of the month in which
produced, and provided further that the lessee shall in no manner
be responsible or held liable for the loss or destruction of the
royalty product in storage from any cause whatsoever, including fire,
theft, and any other cause.

SCHEDULE OF PRODUCTION ROYALTY RATES

Lessee shall pay the lessor for the output of the lease deposit, a sliding scale royalty rate as follows:

Royalty rate = 2.00 percent + (percent K₂O grade mined - 10.00 percent K₂O) X 0.423077, with an upper limit of five percent, and a lower limit of two percent. The K₂O grade as sylvite is the grade of ore mined, and the royalty rate shall be determined to the nearest 0.00 percent. The sliding scale royalty rate will apply only to potassium chlorides mined by conventional methods (not solution mining).

Royalties shall be paid monthly in cash or delivered in kind at the option of the lessor. It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any of the leased deposits, due consideration being given to the highest price paid for a part or a majority of the production of like quality products from the same general area, the price received by the lessee, the posted price, and other relevant matters.

When paid in value such royalty on production shall be due and payable monthly on the last day of the calendar month following the calendar month in which produced.

When royalty is to be taken in kind the lessee will be notified prior to March 1 that delivery of royalty products will be required beginning June 1 of that year for a stated period not exceeding 12 months. When paid in kind royalty products shall be delivered in merchantable condition at the point of shipment without cost to the lessor, unless otherwise agreed to by the parties hereto, at such time and in such storage compartments provided by the lessee as may reasonably be required by the lessor, provided that the lessee shall not be required to hold the royalty products in storage for more than 60 days beyond the end of the month in which produced, and, provided further, that the lessee shall in no manner be responsible or held liable for the loss or destruction of the royalty product in storage from causes over which the lessee has no control.

Attachment I

AMOUNT OF PRODUCTION DEFICIT RATE

Lessee shall pay the lessor for the amount of the leave deposit
- paying each monthly rate as follows:

**APPLICATION
OF
MISSISSIPPI POTASH, INC.
FOR
APPROVAL OF ASSIGNMENT**

**Potassium Lease
New Mexico LC-065286**

June 10, 1993

VIA AIRBORNE EXPRESS

United States Department of the Interior
Bureau of Land Management
620 East Greene
Carlsbad, New Mexico 88221

**Attention: Mr. Richard L. Manus
Area Manager**

Gentlemen:

Mississippi Potash, Inc. ("Assignee") hereby requests the approval of the Bureau of Land Management ("BLM") to the enclosed Assignment of Potassium Lease, New Mexico LC-065286 dated January 9, 1992 (the "Assignment"), from Mississippi Chemical Corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990) ("Assignor"), said lease having been issued by the BLM to Assignor pursuant to the appropriate Acts of Congress made and provided to prospect for chlorides, sulphates, carbonates, borates, silicates and nitrates of potassium, and now being held by Assignor, as lessee. In support of this Application, Assignee states:

1. Assignor is a duly organized and validly existing Mississippi corporation, and its name and address is:

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

2. Assignee is a duly organized and validly existing Mississippi corporation, and its name and address is:

Mississippi Potash, Inc.
P.O. Box 1914
Yazoo City, Mississippi 39194

3. Assignee is duly authorized to hold and operate leases for potassium deposits, and the persons executing this Application and the Assignment on behalf of

United States Department of the Interior
Bureau of Land Management
Attention: Mr. Richard L. Manus
Page 2
June 10, 1993

Assignor and Assignee are duly authorized to do so. Assignee is the sole party in interest to the Assignment.

4. Simultaneously herewith, Assignee's Statement of Qualification and Holdings (the "Statement"), setting forth the percentage of voting and other stock owned by aliens and by others having addresses outside of the United States, is being filed in triplicate with the BLM in connection with the referenced potassium lease. Assignee's Articles of Incorporation, as amended, are attached to the Statement. Should additional copies of the Statement or Articles of Incorporation be required, we will be glad to provide the same.

5. Simultaneously herewith, Assignee is applying for BLM approval of assignments of United States leases bearing the following Serial Numbers for the indicated acreages:

<u>Serial Number</u>	<u>Acreage</u>
LC-036092-A	2,436.85
LC-036092-B	2,025.59
LC-036092-C	2,559.15
LC-043636-A	1,044.03
LC-043636-B	2,311.66
LC-043636-C	920.00
LC-061847	1,115.14
LC-065693	560.00
NM-03468	160.00
NM-06101	1,040.00
NM-07005	636.28
NM-016540	120.00
NM-24522	800.00
NM-25232	640.00
NM-25233	640.00
NM-25234	80.00
NM-28916	880.00
NM-063880	120.00
NM-070607	551.70
NM-0184149	80.00
NM-0184150	240.00
NM-13932	640.00
NM-033696	960.00
NM-40071	2,080.00
LC-065275	2,550.56
LC-068397	1,920.00
NM-011776	2,559.06
NM-011777	1,117.64
NM-0207061 (Sodlum)	

United States Department of the Interior
Bureau of Land Management
Attention: Mr. Richard L. Manus
Page 3
June 10, 1993

6. Assignee consents to be bound by the lease acreage limitations prescribed in Section 3530.3 of Title 43 of the Code of Federal Regulations, and BLM approval of the Assignment will not cause Assignee to be in violation of the acreage limitations stated in said Section.

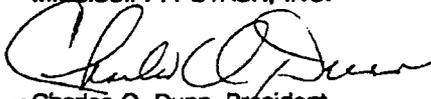
7. The Assignment is being submitted in triplicate originals and is accompanied by Assignor's check in the amount of \$750.00 for the filing fee (representing \$25.00 per lease being assigned).

8. Bonds, conditioned upon compliance with all provisions of the foregoing leases have been provided. By separate cover, surety under the bonds will acknowledge its consent to naming Mississippi Potash, Inc., as an additional principal.

Approval by the Area Manager of the BLM is respectfully requested.

Very truly yours,

MISSISSIPPI POTASH, INC.


Charles O. Dunn, President

COD/tgb
Enclosure

IP00001425

ASSIGNMENT OF POTASSIUM LEASE

This Assignment of Potassium Lease (this "Assignment"), dated as of the 10th day of June, 1993, from Mississippi Chemical Corporation, a Mississippi corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990), with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignor") to Mississippi Potash, Inc., a Mississippi corporation, with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to it by Assignee, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred and assigned, and by this Assignment does hereby grant, bargain, sell, convey, transfer and assign unto Assignee, its successors and assigns forever, the following (all of which are herein called the "Leasehold Interest"):

The entire estates and rights created by or interests in, the potassium and potash mining lease and other agreements described in Exhibit A attached hereto and incorporated herein by this reference, covering the lands described in Exhibit A, together with all the property and rights incident thereto which are owned or controlled by Assignor, including, but not limited to, buildings, fixtures and other improvements thereon or thereunder.

TO HAVE AND TO HOLD the Leasehold Interest unto Assignee, its successors and assigns forever.

The Leasehold Interest is assigned subject to all of the stipulations, conditions, reservations, royalties and other payments upon which the grant of such rights and interests was conditioned by the lessor under the lease constituting a part of the Leasehold Interest, and Assignee assumes and agrees to perform all such obligations to such lessor, insofar as said described lands are affected, and to pay such rental and royalties, and to do such other acts as are by such leases required, to the same extent and in the same manner as if the provisions of such lease were fully set out herein, and Assignor is relieved of such obligations and duties.

Assignor does hereby grant and transfer to Assignee, its successors and assigns to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leasehold Interest.

This Assignment shall be filed with the Bureau of Land Management in Carlsbad, New Mexico.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Potassium Lease as of the date first hereinabove written.

ASSIGNOR:
MISSISSIPPI CHEMICAL CORPORATION

By: *Charles O. Dunn*
Charles O. Dunn, President

STATE OF MISSISSIPPI
COUNTY OF YAZOO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn to me known, who acknowledged that he is President of Mississippi Chemical Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of June, 1993.

Liquid Montgomery
NOTARY PUBLIC

My Commission Expires:
My Commission Expires January 16, 1995

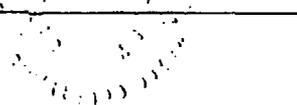


EXHIBIT A

Serial No. LC-065286

Township 20 South, Range 32 East, N.M.P.M.

Section 6: Lots 1 thru 7, including S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 7: Lots 1 thru 4, including E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Section 17: All

Section 20: All

**STATEMENT OF QUALIFICATION AND HOLDINGS
OF MISSISSIPPI POTASH, INC.**

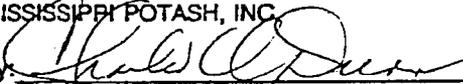
1. Mississippi Potash, Inc., is incorporated in the state of Mississippi.
2. Mississippi Potash, Inc., is authorized to hold leases for mineral deposits.
3. The following officers are authorized to act on behalf of Mississippi Potash, Inc., in matters related to the holding of leases for mineral deposits:

Charles O. Dunn	President
W. F. Hawkins	Vice President and Treasurer
Timothy A. Dawson	Assistant Vice President and Treasurer
C. E. McCraw	Vice President of Operations
David W. Arnold	Vice President of Engineering
Robert E. Jones	General Counsel and Assistant Secretary
Rosalyn B. Glascoe	Secretary
Ethel Truly	Assistant General Counsel and Assistant Secretary

A certified copy of a resolution authorizing the above officers to act in such matters is attached hereto.

4. All stock of Mississippi Potash, Inc., is owned by Mississippi Chemical Corporation, a Mississippi corporation. All stock issued by Mississippi Potash, Inc., is voting stock.
5. Approximately .01199 percent of Mississippi Chemical Corporation's voting stock is owned, held or controlled by citizens of a foreign country or persons with addresses outside the United States. SF Services, Inc., an Arkansas corporation, owns approximately 12.175 percent of MCC's Series II and III common stock.
6. The acreage holdings of Mississippi Potash, Inc., do not exceed that allowed in Section 3530.3 of Title 43 of the Code of Federal Regulations.
7. There is attached hereto a copy of the Articles of Incorporation of Mississippi Potash, Inc., as amended.

MISSISSIPPI POTASH, INC.

By: 
Charles O. Dunn, President

ATTEST:

By: 
Rosalyn B. Glascoe, Secretary

**STATE OF MISSISSIPPI
COUNTY OF YAZOO**

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn and Rosalyn B. Glasco, to me known, who acknowledged that they are President and Secretary, respectively, of Mississippi Potash, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of July, 1993.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 16, 1995

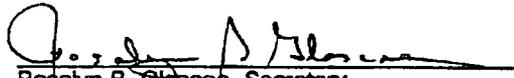
**CERTIFICATE OF SECRETARY
OF
MISSISSIPPI POTASH, INC.**

I, Rosalyn B. Glascoe, do hereby certify that I am the duly elected, qualified, and acting Secretary of Mississippi Potash, Inc. (the "Company"), a corporation duly organized and existing under the laws of the state of Mississippi; that as such Secretary I have custody of the corporate records and its corporate seal; that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Company by Written Consent dated June 7, 1993; that said resolution is set forth in the minutes of said meeting; that said resolution does not in any manner contravene the Articles of Incorporation or Bylaws of the Company; and that said resolution has not been in anywise amended, annulled, rescinded, or reversed, and on the date hereof is still in full force and effect:

RESOLVED, that Mississippi Potash, Inc., is hereby authorized to hold leases for mineral deposits.

RESOLVED FURTHER, that any officer of Mississippi Potash, Inc., is hereby authorized to act on its behalf in all matters relating to the holding of leases for mineral deposits.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Mississippi Potash, Inc., this 11th day of June, 1993.


Rosalyn B. Glascoe, Secretary
MISSISSIPPI POTASH, INC.

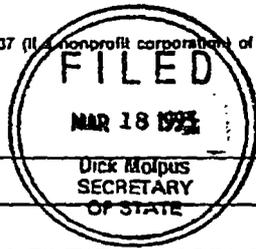
[CORPORATE SEAL]

ARTICLES OF INCORPORATION

(Attach conformed copy.)

PROFIT NONPROFIT
(Mark Appropriate Box)

The undersigned persons, pursuant to Section 79-4-202 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:



1. The name of the corporation is

Mississippi Ammonia, Inc.

2. Domicile address is Highway 49 East

STREET

Yazoo City, Mississippi 39194

CITY/STATE/COUNTY/ZIP

3. The period of duration is 99 years (NONPROFIT ONLY may be perpetual).

4. (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY):

Class(es)	No. of Shares Authorized	Par Value Per Share
Common	1,000	\$1.00

4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

Not applicable

5. The street address of its initial registered office is

Highway 49 East P.O. Box 388

STREET

Yazoo City, Mississippi 39194

CITY/STATE/ZIP

This page conforms with the duplicate original filed with Secretary of State.

Secretary of State
State of Mississippi

and the name of its initial registered agent at such address is

Rosalyn B. Glascoe

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

Ethel Truly, 1712 Devine Street, Jackson, Mississippi 39202

NAME/STREET ADDRESS/CITY/STATE/ZIP

7. Other provisions: The name and address of the individual who is to serve as an initial

director is: Ethel Truly, 1712 Devine Street, Jackson, Mississippi 39202

Ethel Truly

INCORPORATORS (SIGNATURES)

ARTICLES OF AMENDMENT

(Attach conformed copy)

205184

PROFIT NONPROFIT
(Mark appropriate box)

undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972 hereby execute the following document and set forth:

- 1. The name of the corporation is: Mississippi Ammonia, Inc.
2. Set forth the text of each amendment adopted. (Attach page)
3. If a profit amendment provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment they are not contained in the amendment itself. (Attach page)

4. The amendment(s) was (were) adopted June 4, 1993
FOR PROFIT CORPORATION DATE(S)

- (a) Check appropriate box — adopted by [] the incorporators [] directors without shareholder action and shareholder action was not required.
FOR NONPROFIT CORPORATION
(b) Check appropriate box — adopted by [] board of directors [] incorporators without member action and member action was not required.
FOR PROFIT CORPORATION

5. If the amendment was approved by shareholders:
(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment and the number of votes of each voting group indisputably represented at the meeting was:

Table with 4 columns: Designation, No. of outstanding shares, No. of votes entitled to be cast, No. of votes indisputably represented. Row 1: Common, 1,000, 1,000, 1,000

(b) Either
(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was:

Table with 3 columns: Voting group, Total no. of votes cast FOR, Total no. of votes cast AGAINST

(ii) or the total number of undisputed votes cast for the amendment by each voting group was:

Table with 2 columns: Voting group, Total no. of undisputed votes cast FOR the amendment

Notary Public stamp for Secretary of State of Mississippi. Includes fields for Time (8:00 A.M.), Amount Received (50), Total number of undisputed votes cast FOR the plan (1,000), Filed (6/7/93), and Signature (D. E. McCraw).

and the number cast for the amendment by each voting group was sufficient for approval by that voting group.
FOR NON PROFIT CORPORATION
The amendment was approved by the members:
The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment and number of votes of each class indisputably represented at the meeting was:

Table with 4 columns: Designation, No. memberships outstanding, No. of votes entitled to be cast, No. of votes indisputably represented

(b) Either
(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was:

Table with 3 columns: Voting class, Total no. of votes cast FOR the amendment, Total number of votes cast AGAINST the amendment

(ii) or the total number of undisputed votes cast for the amendment by each class was:

Table with 2 columns: Voting group, Total no. of undisputed votes cast FOR the amendment

and the number cast for the amendment by each class was sufficient for approval by that voting group.

BY C. E. McCraw, Vice President of Operations
PRINTED NAME / CORPORATE TITLE
C. E. McCraw
SIGNATURE

WRITTEN CONSENT
OF THE SOLE SHAREHOLDER OF
MISSISSIPPI AMMONIA, INC.
EXECUTED PURSUANT TO SECTION 79-4-7.04
OF THE MISSISSIPPI BUSINESS CORPORATION ACT

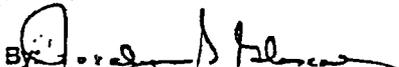
The undersigned, being the sole shareholder of Mississippi Ammonia, Inc., a Mississippi corporation, does hereby vote for, consent to, authorize and adopt the following resolution with the same force and effect as if the undersigned had been present personally or by proxy at a special meeting of the sole shareholder of said corporation held June 4, 1993, as provided in Article II, Section 2.5, of the Bylaws of Mississippi Ammonia, Inc., and had voted for the same:

RESOLVED, that the name of the corporation as stated in Item 1 of the Articles of Incorporation be and the same is hereby changed to Mississippi Potash, Inc.

DATED: June 4, 1993

ATTEST:

MISSISSIPPI CHEMICAL CORPORATION

By: 
Rosalyn B. Glascoe, Secretary

By: 
C. E. McCraw, Senior Vice President
- Fertilizer Group

ASSIGNMENT OF POTASSIUM LEASE

This Assignment of Potassium Lease (this "Assignment"), dated as of the 10th day of June, 1993, from Mississippi Chemical Corporation, a Mississippi corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990), with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignor") to Mississippi Potash, Inc., a Mississippi corporation, with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to it by Assignee, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred and assigned, and by this Assignment does hereby grant, bargain, sell, convey, transfer and assign unto Assignee, its successors and assigns forever, the following (all of which are herein called the "Leasehold Interest"):

The entire estates and rights created by or interests in, the potassium and potash mining lease and other agreements described in Exhibit A attached hereto and incorporated herein by this reference, covering the lands described in Exhibit A, together with all the property and rights incident thereto which are owned or controlled by Assignor, including, but not limited to, buildings, fixtures and other improvements thereon or thereunder.

TO HAVE AND TO HOLD the Leasehold Interest unto Assignee, its successors and assigns forever.

The Leasehold Interest is assigned subject to all of the stipulations, conditions, reservations, royalties and other payments upon which the grant of such rights and interests was conditioned by the lessor under the lease constituting a part of the Leasehold Interest, and Assignee assumes and agrees to perform all such obligations to such lessor, insofar as said described lands are affected, and to pay such rental and royalties, and to do such other acts as are by such leases required, to the same extent and in the same manner as if the provisions of such lease were fully set out herein, and Assignor is relieved of such obligations and duties.

Assignor does hereby grant and transfer to Assignee, its successors and assigns to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leasehold Interest.

This Assignment shall be filed with the Bureau of Land Management in Carlsbad, New Mexico.

Assignment Approved:

Richard L. Mann
 Area Manager
 effective Date: 6/10/93

IN WITNESS WHEREOF, Assignor has executed this Assignment of Potassium Lease as of the date first hereinabove written.

ASSIGNOR:
MISSISSIPPI CHEMICAL CORPORATION

By: Charles O. Dunn
Charles O. Dunn, President

STATE OF MISSISSIPPI
COUNTY OF YAZOO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn to me known, who acknowledged that he is President of Mississippi Chemical Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of June, 1933.

Reginald Montgomery
NOTARY PUBLIC

My Commission Expires:
My Commission Expires July 16 1935

EXHIBIT A

Serial No. LC-065286

Township 20 South, Range 32 East, N.M.P.M.

Section 6: Lots 1 thru 7, including S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 7: Lots 1 thru 4, including E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Section 17: All

Section 20: All

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial
Number NMLC 068397

POTASSIUM LEASE READJUSTMENT

Lease
Date January 9, 1952

PART I. LEASE RIGHTS GRANTED.

This lease, entered into by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and National Potash Co., Box 731, Carlsbad, NM 88220.

hereinafter called lessee, is readjusted, effective January 9, 1952, for a period of 20 years, and so long thereafter as lessee complies with the terms and conditions of this lease which are subject to readjustment at the end of each 20-year period, unless otherwise provided by law.

Sec. 1. This lease readjustment is subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U.S.C. 181 et seq.), as amended and supplemented, and the Act of February 7, 1927, as amended (44 Stat. 1057, 30 U.S.C. 281-287), hereinafter referred to as the Act; and to the regulations and general mining orders of the Secretary of the Interior in force on the date this lease is readjusted.

Sec. 2. Lessor, in consideration of any rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants the lessee the exclusive right and privilege to explore for, drill for, mine, extract, remove, beneficiate, concentrate, or otherwise process and dispose of the potassium and associated deposits in, upon, or under the following described lands:

NEW MEXICO PRINCIPAL MERIDIAN

T. 20 S., R. 32 E.,
sec. 8:
sec. 9:
sec. 10:

containing 1,920.00 acres, more or less, together with the right to construct and maintain on the land, such works, buildings, plants, structures, equipment and appliances necessary to the mining, processing and removal of the deposit, and the right to use such land and such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted for a period of 20 years and so long thereafter as the lessee complies with the terms and conditions of this lease.

PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee shall pay lessor annually and in advance for each acre or fraction thereof during the continuance of the lease at the rate of \$1.00 for each lease year.

(b) RENTAL CREDITS - The rental for any year will be credited against the first royalties as they accrue under the lease during the year for which rental was paid.

Sec. 2. (a) PRODUCTION ROYALTIES- Lessee shall pay lessor a production royalty in accordance with the enclosed notice. Such production royalty is due the last day of the month next following the month in which the minerals are sold or removed from the leased lands.

(b) MINIMUM ANNUAL PRODUCTION AND MINIMUM ROYALTY - (1) Lessee shall produce on an annual basis a minimum amount of potassium, except when production is interrupted by strikes, the elements, or casualties not attributable to the lessee. Lessor may permit suspension of operations under the lease when marketing conditions are such that the lease cannot be operated except at a loss. (2) At the request of the lessee, made prior to initiation of the lease year, the authorized officer may allow in writing the payment of a \$3.00 per acre or fraction thereof minimum royalty in lieu of production for any particular lease year. Minimum royalty payments shall be credited to production royalties for that year.

Sec. 3. REDUCTION AND SUSPENSION - In accordance with Section 39 of the Mineral Leasing Act, 30 U.S.C. 209, the lessor reserves the authority to waive, suspend or reduce rental or minimum royalty, or to reduce royalty, and reserves the authority to assent to or order the suspension of this lease.

Sec. 4. BONDS - Lessee shall maintain a bond in the amount of \$ 25,000.00 for potassium leases. The authorized officer may require an increase in the amount when additional coverage is determined appropriate.

Sec. 5. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee shall keep open at all times for the inspection of any duly authorized officer of lessor, the leased premises and all surface and underground improvements, work, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee shall either submit or provide lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee shall exercise reasonable diligence, skill, and care in the operations in accordance with the approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health or property, and of waste or damage to any water or mineral deposits.

Lessee shall not conduct exploration or operations, other than casual use, prior to receipt of necessary permits or approval of plans of operations by lessor.

Lessee shall carry on all operations in accordance with approved methods and practices as provided in the operating regulations, and the approved mining plans in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, minerals, and other resources, and to other land uses and users. Lessee shall take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures.

Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder or the approval of easements or rights-of-way. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 7. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee shall: pay when due all taxes legally assessed and levied under the laws of the State or United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years shall be employed in any mine below the surface. To the extent that the laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 8. (a) TRANSFERS - This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interests.

(b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 9. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all or portions of this lease are returned to lessor, lessee shall deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all wells in condition for suspension or abandonment. Within 180 days thereof, lessee shall remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the authorized officer. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, shall become the property of the lessor, but lessee shall either remove any and such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor shall waive the requirement for removal, provided the third parties do not object to such waiver.

Lessee shall, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by the lessee's activity or activities on the leased lands, and reclaim access roads or trails.

Sec 10. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, now existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation by the lessor only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 11. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 12. INDEMNIFICATION - Lessee shall indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 13. SPECIAL STATUTES - This lease is subject to the Federal Water Pollution Control Act (33 U.S.C. 1151-1175), the Clean Air Act (42 U.S.C. 1857 et seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation.

Sec. 14. SPECIAL STIPULATIONS - SEE ATTACHMENT I



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
Post Office and Federal Building
P.O. Box 1449
Santa Fe, New Mexico 87504-1449

IN REPLY REFER TO:

JUN 11 1991

IP00001442

Clarence J. Hayward

SPECIAL STIPULATIONS-

1. Prior to any surface disturbing activities, such as road construction or major maintenance efforts that would reasonably be expected to damage cultural resources on land previously undisturbed, a Class III cultural survey must be performed by a qualified archaeologist.
2. Clearing and grading of roads and pads will be held to a minimum as approved by the authorized officer.
3. To prevent slacking of fences along the lines, all grade and tie-off each existing fence to be crossed, before cutting. During construction, the opening will be protected to prevent the escape of livestock. Fences which have been cut during construction will be restored by the lessee to a condition which is equal to, or better, than the original. Cattle guards and adjacent gates which are of a suitable width will also be installed in any fence where a road created during construction is so regularly traveled.
4. Gates or cattle guards on public land will not be locked or closed to public use by the lessee.
5. Mud pits will be filled, the roads and pads will be ripped, and reseeded. The surface allottee can request that a road be allowed to remain, if approved by the authorized officer.
6. Core test holes will be plugged to surface with cement.
7. A 4-inch pipe marker, will be set in holes, 3 feet above ground. The location and lessee's name will be stamped on a disc and set on the marked pipe.
8. The lessee, prior to any construction, shall notify the grazing allottee or the surface owner in the case of private ownership. Permission to drill will be necessary in the case of private surface ownership. Abandonment stipulations will coincide with surface owner agreement.
9. Upon abandonment, a lithology log shall be submitted with assays and mineral balances when warranted.
10. Additional reasonable stipulations may be stipulated at the time of application for specified operations.
11. Required approvals will not be unreasonably withheld.
12. Operations shall not be conducted which in the opinion of the authorized officer would contribute or hinder to oil and gas production or that would unreasonably interfere with orderly development and production under any oil and gas leases for the same land.

Attachment II

SCHEDULE OF PRODUCTION ROYALTY RATES

Lessee shall pay the lessor for the output of the lease deposit, a sliding scale royalty rate as follows:

Royalty rate = 0.00 percent + (percent K₂O grade mined - 10.00 percent K₂O) X 0.400077, with an upper limit of five percent, and a lower limit of two percent. The K₂O grade as a percent is the grade of ore mined, and the royalty rate shall be determined to the nearest 0.00 percent. The sliding scale royalty rate will apply only to potassium chlorides mined by conventional methods (not solution mining).

Royalties shall be paid monthly in cash or delivered in kind at the option of the lessor. It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any of the leased deposits, due consideration being given to the highest price paid for a part or a majority of the production of like quality products from the same general area, the price received by the lessee, the posted price, and other relevant matters.

When paid in value such royalty on production shall be due and payable monthly on the last day of the calendar month following the calendar month in which produced.

When royalty is to be taken in kind the lessee will be notified prior to March 1 that delivery of royalty products will be required beginning June 1 of that year for a stated period not exceeding 12 months. When paid in kind royalty products shall be delivered in merchantable condition at the point of shipment without cost to the lessor, unless otherwise agreed to by the parties hereto, at such time and in such storage compartments provided by the lessee as may reasonably be required by the lessor, provided that the lessee shall not be required to hold the royalty products in storage for more than 90 days beyond the end of the month in which produced, and, provided further, that the lessee shall in no manner be responsible or held liable for the loss or destruction of the royalty product in storage from causes over which the lessee has no control.

Attachment I

ASSIGNMENT OF POTASSIUM LEASE

This Assignment of Potassium Lease (this "Assignment"), dated as of the 10th day of June, 1993, from Mississippi Chemical Corporation, a Mississippi corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990), with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignor") to Mississippi Potash, Inc., a Mississippi corporation, with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to it by Assignee, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred and assigned, and by this Assignment does hereby grant, bargain, sell, convey, transfer and assign unto Assignee, its successors and assigns forever, the following (all of which are herein called the "Leasehold Interest"):

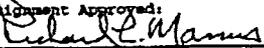
The entire estates and rights created by or interests in, the potassium and potash mining lease and other agreements described in Exhibit A attached hereto and incorporated herein by this reference, covering the lands described in Exhibit A, together with all the property and rights incident thereto which are owned or controlled by Assignor, including, but not limited to, buildings, fixtures and other improvements thereon or thereunder.

TO HAVE AND TO HOLD the Leasehold Interest unto Assignee, its successors and assigns forever.

The Leasehold Interest is assigned subject to all of the stipulations, conditions, reservations, royalties and other payments upon which the grant of such rights and interests was conditioned by the lessor under the lease constituting a part of the Leasehold Interest, and Assignee assumes and agrees to perform all such obligations to such lessor, insofar as said described lands are affected, and to pay such rental and royalties, and to do such other acts as are by such leases required, to the same extent and in the same manner as if the provisions of such lease were fully set out herein, and Assignor is relieved of such obligations and duties.

Assignor does hereby grant and transfer to Assignee, its successors and assigns to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leasehold Interest.

This Assignment shall be filed with the Bureau of Land Management in Carlsbad, New Mexico.

Assignment Approved:

 Area Manager
 Effective Date: JUN 01 1996

IN WITNESS WHEREOF, Assignor has executed this Assignment of Potassium Lease as of the date first hereinabove written.

ASSIGNOR:
MISSISSIPPI CHEMICAL CORPORATION

By: *Charles O. Dunn*
Charles O. Dunn, President

STATE OF MISSISSIPPI
COUNTY OF YAZOO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn to me known, who acknowledged that he is President of Mississippi Chemical Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of June, 1993.

Stephen Montgomery
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 16, 1995

EXHIBIT A

Serial No. LC-068397

Township 20 South, Range 32 East, N.M.P.M.

Section 8: All

Section 9: All

Section 10: All

APPLICATION
OF
MISSISSIPPI POTASH, INC.
FOR
APPROVAL OF ASSIGNMENT

Potassium Lease
New Mexico LC-068397

June 10, 1993

VIA AIRBORNE EXPRESS

United States Department of the Interior
Bureau of Land Management
620 East Greene
Carlsbad, New Mexico 88221

Attention: Mr. Richard L. Manus
Area Manager

Gentlemen:

Mississippi Potash, Inc. ("Assignee") hereby requests the approval of the Bureau of Land Management ("BLM") to the enclosed Assignment of Potassium Lease, New Mexico LC-068397 dated January 9, 1992 (the "Assignment"), from Mississippi Chemical Corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990) ("Assignor"), said lease having been issued by the BLM to Assignor pursuant to the appropriate Acts of Congress made and provided to prospect for chlorides, sulphates, carbonates, borates, silicates and nitrates of potassium, and now being held by Assignor, as lessee. In support of this Application, Assignee states:

1. Assignor is a duly organized and validly existing Mississippi corporation, and its name and address is:

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

2. Assignee is a duly organized and validly existing Mississippi corporation, and its name and address is:

Mississippi Potash, Inc.
P.O. Box 1914
Yazoo City, Mississippi 39194

3. Assignee is duly authorized to hold and operate leases for potassium deposits, and the persons executing this Application and the Assignment on behalf of

Assignor and Assignee are duly authorized to do so. Assignee is the sole party in interest to the Assignment.

4. Simultaneously herewith, Assignee's Statement of Qualification and Holdings (the "Statement"), setting forth the percentage of voting and other stock owned by aliens and by others having addresses outside of the United States, is being filed in triplicate with the BLM in connection with the referenced potassium lease. Assignee's Articles of Incorporation, as amended, are attached to the Statement. Should additional copies of the Statement or Articles of Incorporation be required, we will be glad to provide the same.

5. Simultaneously herewith, Assignee is applying for BLM approval of assignments of United States leases bearing the following Serial Numbers for the indicated acreages:

<u>Serial Number</u>	<u>Acreage</u>
LC-036092-A	2,436.85
LC-036092-B	2,025.59
LC-036092-C	2,559.15
LC-043636-A	1,044.03
LC-043636-B	2,311.66
LC-043636-C	920.00
LC-061847	1,115.14
LC-065693	560.00
NM-03468	160.00
NM-06101	1,040.00
NM-07005	636.28
NM-016540	120.00
NM-24522	800.00
NM-25232	640.00
NM-25233	640.00
NM-25234	80.00
NM-28916	880.00
NM-063880	120.00
NM-070607	551.70
NM-0184149	80.00
NM-0184150	240.00
NM-13932	640.00
NM-033696	960.00
NM-40071	2,080.00
LC-065275	2,550.56
LC-065286	2,553.87
NM-011776	2,559.06
NM-011777	1,117.64
NM-0207061 (Sodium)	

United States Department of the Interior
Bureau of Land Management
Attention: Mr. Richard L. Manus
Page 3
June 10, 1993

6. Assignee consents to be bound by the lease acreage limitations prescribed in Section 3530.3 of Title 43 of the Code of Federal Regulations, and BLM approval of the Assignment will not cause Assignee to be in violation of the acreage limitations stated in said Section.

7. The Assignment is being submitted in triplicate originals and is accompanied by Assignor's check in the amount of \$750.00 for the filing fee (representing \$25.00 per lease being assigned).

8. Bonds, conditioned upon compliance with all provisions of the foregoing leases have been provided. By separate cover, surety under the bonds will acknowledge its consent to naming Mississippi Potash, Inc., as an additional principal.

Approval by the Area Manager of the BLM is respectfully requested.

Very truly yours,

MISSISSIPPI POTASH, INC.


Charles O. Dunn, President

COD/igb
Enclosure

IP00001451

ASSIGNMENT OF POTASSIUM LEASE

This Assignment of Potassium Lease (this "Assignment"), dated as of the 10th day of June, 1993, from Mississippi Chemical Corporation, a Mississippi corporation (successor in interest to National Potash Company, which was merged into Mississippi Chemical Corporation on July 1, 1990), with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignor") to Mississippi Potash, Inc., a Mississippi corporation, with its principal business office in Yazoo City, Mississippi (hereinafter called "Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to it by Assignee, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred and assigned, and by this Assignment does hereby grant, bargain, sell, convey, transfer and assign unto Assignee, its successors and assigns forever, the following (all of which are herein called the "Leasehold Interest"):

The entire estates and rights created by or interests in, the potassium and potash mining lease and other agreements described in Exhibit A attached hereto and incorporated herein by this reference, covering the lands described in Exhibit A, together with all the property and rights incident thereto which are owned or controlled by Assignor, including, but not limited to, buildings, fixtures and other improvements thereon or thereunder.

TO HAVE AND TO HOLD the Leasehold Interest unto Assignee, its successors and assigns forever.

The Leasehold Interest is assigned subject to all of the stipulations, conditions, reservations, royalties and other payments upon which the grant of such rights and interests was conditioned by the lessor under the lease constituting a part of the Leasehold Interest, and Assignee assumes and agrees to perform all such obligations to such lessor, insofar as said described lands are affected, and to pay such rental and royalties, and to do such other acts as are by such leases required, to the same extent and in the same manner as if the provisions of such lease were fully set out herein, and Assignor is relieved of such obligations and duties.

Assignor does hereby grant and transfer to Assignee, its successors and assigns to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Leasehold Interest.

This Assignment shall be filed with the Bureau of Land Management in Carlsbad, New Mexico.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Potassium Lease as of the date first hereinabove written.

ASSIGNOR:
MISSISSIPPI CHEMICAL CORPORATION

By: Charles O. Dunn
Charles O. Dunn, President

STATE OF MISSISSIPPI
COUNTY OF YAZOO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn to me known, who acknowledged that he is President of Mississippi Chemical Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of June, 1993.

Laura Montgomery
NOTARY PUBLIC

My Commission Expires:
My Commission Expires January 16, 1995

EXHIBIT A

Serial No. LC-068397

Township 20 South, Range 32 East, N.M.P.M.

Section 8: All

Section 9: All

Section 10: All

**STATEMENT OF QUALIFICATION AND HOLDINGS
OF MISSISSIPPI POTASH, INC.**

1. Mississippi Potash, Inc., is incorporated in the state of Mississippi.
2. Mississippi Potash, Inc., is authorized to hold leases for mineral deposits.
3. The following officers are authorized to act on behalf of Mississippi Potash, Inc., in matters related to the holding of leases for mineral deposits:

Charles O. Dunn	President
W. F. Hawkins	Vice President and Treasurer
Timothy A. Dawson	Assistant Vice President and Treasurer
C. E. McCraw	Vice President of Operations
David W. Arnold	Vice President of Engineering
Robert E. Jones	General Counsel and Assistant Secretary
Rosalyn B. Glascoe	Secretary
Ethel Truly	Assistant General Counsel and Assistant Secretary

A certified copy of a resolution authorizing the above officers to act in such matters is attached hereto.

4. All stock of Mississippi Potash, Inc., is owned by Mississippi Chemical Corporation, a Mississippi corporation. All stock issued by Mississippi Potash, Inc., is voting stock.
5. Approximately .01199 percent of Mississippi Chemical Corporation's voting stock is owned, held or controlled by citizens of a foreign country or persons with addresses outside the United States. SF Services, Inc., an Arkansas corporation, owns approximately 12.175 percent of MCC's Series II and III common stock.
6. The acreage holdings of Mississippi Potash, Inc., do not exceed that allowed in Section 3530.3 of Title 43 of the Code of Federal Regulations.
7. There is attached hereto a copy of the Articles of Incorporation of Mississippi Potash, Inc., as amended.

MISSISSIPPI POTASH, INC.

By: 
Charles O. Dunn, President

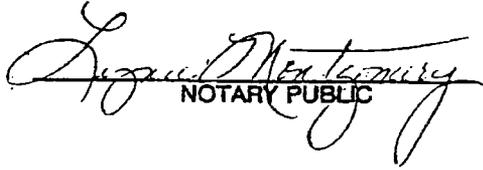
ATTEST:

By: 
Rosalyn B. Glascoe, Secretary

STATE OF MISSISSIPPI
COUNTY OF YAZOO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles O. Dunn and Rosalyn B. Glascoe, to me known, who acknowledged that they are President and Secretary, respectively, of Mississippi Potash, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 11th day of June, 1993.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 16, 1995

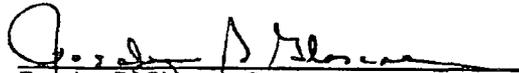
CERTIFICATE OF SECRETARY
OF
MISSISSIPPI POTASH, INC.

I, Rosalyn B. Glascoe, do hereby certify that I am the duly elected, qualified, and acting Secretary of Mississippi Potash, Inc. (the "Company"), a corporation duly organized and existing under the laws of the state of Mississippi; that as such Secretary I have custody of the corporate records and its corporate seal; that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Company by Written Consent dated June 7, 1993; that said resolution is set forth in the minutes of said meeting; that said resolution does not in any manner contravene the Articles of Incorporation or Bylaws of the Company; and that said resolution has not been in anywise amended, annulled, rescinded, or reversed, and on the date hereof is still in full force and effect:

RESOLVED, that Mississippi Potash, Inc., is hereby authorized to hold leases for mineral deposits.

RESOLVED FURTHER, that any officer of Mississippi Potash, Inc., is hereby authorized to act on its behalf in all matters relating to the holding of leases for mineral deposits.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Mississippi Potash, Inc., this 11th day of June, 1993.


Rosalyn B. Glascoe, Secretary
MISSISSIPPI POTASH, INC.

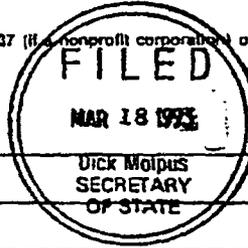
[CORPORATE SEAL]

TICLES OF INCORPORATION

(Attach conformed copy.)

PROFIT NONPROFIT
(Mark Appropriate Box)

The undersigned persons, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:



1. The name of the corporation is

Mississippi Ammonia, Inc.

2. Domicile address is Highway 49 East

STREET

Yazoo City, Mississippi 39194

CITY/STATE/COUNTY/ZIP

3. The period of duration is 99 years

(NONPROFIT ONLY may be perpetual).

4. (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY):

Class(es)	No. of Shares Authorized	Par Value Per Share
Common	1,000	\$1.00

4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

Not applicable

5. The street address of its initial registered office is

Highway 49 East P.O. Box 388

STREET

Yazoo City, Mississippi 39194

CITY/STATE/ZIP

This page conforms with the duplicate original filed with Secretary of State.

Secretary of State
State of Mississippi

and the name of its initial registered agent at such address is

Rosalyn B. Glascoe

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

Ethel Truly, 1712 Devine Street, Jackson, Mississippi 39202

NAME/STREET ADDRESS/CITY/STATE/ZIP

7. Other provisions: The name and address of the individual who is to serve as an initial

director is: Ethel Truly, 1712 Devine Street, Jackson, Mississippi 39202

Ethel Truly

INCORPORATORS (SIGNATURES)

ARTICLES OF AMENDMENT

(Attach conformed copy)

205184

PROFIT NONPROFIT (Mark appropriate box)

undersigned persons, pursuant to Section 79-4-10.05 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972 execute the following document and set forth: The name of the corporation is: Mississippi Ammonia, Inc.

2. Set forth the text of each amendment adopted. (Attach page)
3. If a profit amendment provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment they are not contained in the amendment itself. (Attach page)

4. The amendment(s) was (were) adopted June 4, 1993 DATE(S)

(a) Check appropriate box -- adopted by the incorporators directors without shareholder action and shareholder action was not required.
FOR NONPROFIT CORPORATION
(b) Check appropriate box -- adopted by board of directors incorporators without member action and member action was not required.
FOR PROFIT CORPORATION

5. If the amendment was approved by shareholders:
(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment and the number of votes of each voting group indisputably represented at the meeting was:

Table with 4 columns: Designation, No. outstanding shares, No. of votes entitled to be cast, No. of votes indisputably represented. Row 1: Common, 1,000, 1,000, 1,000

(b) Either (i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was:

Table with 3 columns: Voting group, Total no. of votes cast FOR, Total no. of votes cast AGAINST

(ii) or the total number of undisputed votes cast for the amendment by each voting group was:

Table with 2 columns: Voting group, Total number of undisputed votes cast FOR the amendment

and the number cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NON PROFIT CORPORATION

If the amendment was approved by the members:

The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment and number of votes of each class indisputably represented at the meeting was:

Table with 4 columns: Designation, No. memberships outstanding, No. of votes entitled to be cast, No. of votes indisputably represented

(b) Either (i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was:

Table with 3 columns: Voting class, Total no. of votes cast FOR the amendment, Total number of votes cast AGAINST the amendment

(ii) or the total number of undisputed votes cast for the amendment by each class was:

Table with 2 columns: Voting group, Total no of undisputed votes cast FOR the amendment

and the number cast for the amendment by each class was sufficient for approval by that voting group.

C. E. McCraw, Vice President of Operations

PRINTED NAME / CORPORATE TITLE

SIGNATURE (Handwritten signature of C.E. McCraw)

Notary Public stamp: Time: 8:00 A.M., Amount Received: 50, Filed: 6/7/93, Secretary of State State of Mississippi indisputably represented

WRITTEN CONSENT
OF THE SOLE SHAREHOLDER OF
MISSISSIPPI AMMONIA, INC.
EXECUTED PURSUANT TO SECTION 79-4-7.04
OF THE MISSISSIPPI BUSINESS CORPORATION ACT

The undersigned, being the sole shareholder of Mississippi Ammonia, Inc., a Mississippi corporation, does hereby vote for, consent to, authorize and adopt the following resolution with the same force and effect as if the undersigned had been present personally or by proxy at a special meeting of the sole shareholder of said corporation held June 4, 1993, as provided in Article II, Section 2.5, of the Bylaws of Mississippi Ammonia, Inc., and had voted for the same:

RESOLVED, that the name of the corporation as stated in Item 1 of the Articles of Incorporation be and the same is hereby changed to Mississippi Potash, Inc.

DATED: June 4, 1993

ATTEST:

MISSISSIPPI CHEMICAL CORPORATION

By: 
Rosalyn B. Glascoe, Secretary

By: 
C. E. McCraw, Senior Vice President
- Fertilizer Group