

Fill in this information to identify the case:

Debtor 1 Mississippi Phosphates Corporation  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the: Southern District of Mississippi  
Case number 14-51667

RECEIVED  
JUN 23 2016  
BMC GROUP

Official Form 410  
**Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? ACE Property and Casualty Insurance Company  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Wendy M. Simkulak, Duane Morris LLP</u> Name <u>30 S. 17th Street</u> Number Street <u>Philadelphia PA 19103</u> City State ZIP Code Contact phone <u>215-979-1547</u> Contact email <u>WMSimkulak@duanemorris.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>* and to Claimant per attached</u> Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
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4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$See attached. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Rejection bar date; insurance policies and related agreements, see attached.

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: See attached.

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

6/21/16  
MM / DD / YYYY

*Paul B R*

Signature

Print the name of the person who is completing and signing this claim:

Name Paul B. Bech  
First name Middle name Last name

Title Associate General Counsel, Global Litigation

Company Chubb  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 436 Walnut Street  
Number Street  
Philadelphia PA 19106  
City State ZIP Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

**ADDENDUM TO REJECTION DAMAGES CLAIM OF  
ACE PROPERTY AND CASUALTY INSURANCE COMPANY**

1. This Addendum is attached to and a part of the rejection damages claim (the “Rejection Damages Claim”) filed by ACE Property and Casualty Insurance Company (“Claimant” and together with its affiliates, the “ACE Companies”) against Mississippi Phosphates Corporation and the other entities set forth on Exhibit “A” attached hereto (collectively, the “Debtors”) in their respective bankruptcy cases. As the documents supporting this claim are voluminous and contain confidential information, they are not attached to Claimant’s Rejection Damages Claim. Copies of the documents referenced herein are or should be, upon information and belief, in the possession of the Debtors, and Claimant will provide copies of such documents to other parties upon request provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

2. The Claimant files this Rejection Damages Claim in an abundance of caution, due to the fact that the Debtors’ proposed Joint Chapter 11 Plan of the Debtors and the Official Committee of Unsecured Creditors (the “Plan”) has not yet been confirmed.<sup>1</sup> The Claimant specifically reserves and preserves all of its rights and defenses with respect to: (a) the provisions of the Plan regarding rejection, (b) the provisions of the Plan regarding the setting of rejection bar dates, and (c) any attempt by the Debtors to reject, in whole or in part, the ACE Insurance Program.

3. On October 27, 2014 (the “Petition Date”), the Debtors filed their respective voluntary petitions for bankruptcy relief under chapter 11 of title 11 of the United States Code

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<sup>1</sup> The ACE Companies have negotiated language with the Debtors and the Committee to include in the Plan, but given that the rejection bar date was tied to the Disclosure Statement hearing, and the fact that the Plan will not be confirmed until long after the rejection damages bar date, the ACE Companies believed it to be prudent to file this Rejection Damages Claim.

(the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Mississippi (the “Court”).

4. Prior to the Petition Date, the ACE Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the “Policies”) to certain Debtors as named insureds.

5. Pursuant to the Policies and any agreements related thereto (collectively, the “ACE Insurance Program”), the ACE Companies provide, *inter alia*, certain property, commercial, casualty, umbrella excess, professional risk, D&O and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the insureds, including one or more of the Debtors, are required to pay to the ACE Companies certain amounts including, but not limited to, insurance premiums (including audit premiums), deductibles, funded deductibles, expenses, taxes, assessments and surcharges, as more particularly described in the ACE Insurance Program (the “Obligations”).

6. To the extent that a Debtor is an insured under the ACE Insurance Program and has in the past or the present received, or in the future receives, any benefit under the ACE Insurance Program related to any claim made by or related to such Debtor under the ACE Insurance Program, including but not limited to any payment by any of the ACE Companies to or on behalf of the Debtor with respect to a claim made under the ACE Insurance Program, then the Debtor is jointly and severally liable with other insureds for the Obligations arising with respect to such claim under the ACE Insurance Program.

7. As of the date hereof, the Debtors are liable to the ACE Companies in a contingent and unliquidated amount (the “Claim”) for the Obligations. The Claim is currently

contingent, unliquidated and subject to further and future adjustments and estimations by the Claimant, from time to time, in accordance with the terms of the ACE Insurance Program including, without limitation, additional amounts that may become due for premium, deductibles, expenses, taxes, assessments and surcharges.

8. The Claim is evidenced by the ACE Insurance Program, including, without limitation, those Policies listed on Exhibit "B" hereto.

9. A portion of the Claim is or may be entitled to administrative expense priority under 11 U.S.C. §§ 503(b) and 507(a)(2).

10. The Claim may be secured by letters of credit, cash collateral, paid loss deposit funds, or other amounts.

11. The Claimant reserves and preserves the right: (a) to file and seek payment of additional claims for (i) administrative expenses, (ii) attorneys' fees and costs, and (iii) cure amounts or additional rejection damages; (b) to estimate contingent claims and assert additional claims if contingent claims are estimated or liquidated; and (c) to assert any other claims the Claimant may have against the Debtors relating to or incidental to the Obligations and the documents referenced herein. The Claimant reserves and preserves all rights to assert any and all defense, setoff and/or recoupment against the Debtors. The Claimant reserves the right to amend and/or further supplement this Rejection Damages Claim.

12. The filing of this Rejection Damages Claim is not intended, and should not be construed as (a) an election of remedies; (b) a waiver of any past, present or future default or event of default; (c) a waiver or limitation of the Claimant's rights or defenses; (d) a waiver of the Claimant's claims against the Debtors or any of the Debtors' subsidiaries or affiliates; (e) a waiver of the Claimant's right to draw on any collateral or security; (f) a waiver of the

Claimant's claims against any other parties liable to it (whether under the ACE Insurance Program or otherwise); (g) a determination as to coverage or entitlements to benefits as to coverage under the ACE Insurance Program; or (h) a waiver of the ACE Companies' rights under the ACE Insurance Program, including the right to require arbitration.

13. All notices to the Claimant relating to this Rejection Damages Claim should be sent to the Claimant as follows:

c/o Chubb f/k/a ACE  
436 Walnut Street  
Philadelphia, PA 19106  
Attention: Collateral Manager

With a copy to counsel for the Claimant:

Wendy M. Simkulak, Esquire  
DUANE MORRIS LLP  
30 S. 17<sup>th</sup> Street  
Philadelphia, PA 19103

14. This Rejection Damages Claim is filed as a separate claim from other claims that may be filed by or on behalf of the Claimant or any of its affiliates against the Debtors, and does not replace or supersede such other claims.

**EXHIBIT A**

**DEBTOR NAMES**

	<b>Debtor Name</b>	<b>Case No.</b>
1.	Mississippi Phosphates Corporation	14-51667
2.	Ammonia Tank Subsidiary, Inc.	14-51668
3.	Sulfuric Acid Tanks Subsidiary, Inc.	14-51671



## EXHIBIT B

The ACE Companies' Claim is evidenced by, without limitation, the Policies, and includes, without limitation, the following and all other documents, instruments, agreements or policies, and any and all endorsements, addenda, amendments, renewals, supplements and modifications to any of the following:

**Policies include, but are not limited to:**

<b>Policy Number</b>	<b>Policy Period</b>	<b>Insurer</b>	<b>Type of Coverage</b>
D36883194	12/22/2011 – 12/22/2012	ACE American Insurance Company	Commercial
D36883194	12/22/2010 – 12/22/2011	ACE American Insurance Company	Casualty
D36883194	12/22/2009 – 12/22/2010	ACE American Insurance Company	Casualty
D36883194	12/22/2008 – 12/22/2009	ACE American Insurance Company	Casualty
D36883194	12/22/2007 – 12/22/2008	ACE American Insurance Company	Casualty
D36883194	12/22/2006 – 12/22/2007	ACE American Insurance Company	Casualty
D36883194	12/22/2005 – 12/22/2006	ACE American Insurance Company	Casualty
G23889237	12/22/2007 – 12/22/2008	ACE Property and Casualty Insurance Company	Umbrella Excess
G24650005	12/22/2008 – 12/22/2009	ACE American Insurance Company	Umbrella Excess
G24903849	12/22/2009 – 12/22/2010	ACE American Insurance Company	Umbrella Excess
N00862101	12/22/2004 – 6/22/2006	ACE American Insurance Company	Property
PHF100250	12/22/2004 – 12/22/2005	ACE American Insurance Company	Casualty
D38275616	12/22/2014 – 12/22/2015	ACE American Insurance Company	Commercial
D38275616	12/22/2013 – 12/22/2014	ACE American Insurance Company	Commercial
D38275616	12/22/2012 – 12/22/2013	ACE American Insurance Company	Commercial
G21652015 005	12/22/2008 – 12/22/2009	ACE American Insurance Company	Professional Risk
G21652015 004	12/22/2007 – 12/22/2008	ACE American Insurance Company	Professional Risk
G21652015 003	12/22/2006 – 12/22/2007	ACE American Insurance Company	Professional Risk
G21652015 002	12/21/2005 – 12/22/2006	ACE American Insurance Company	Professional Risk
G21652015 001	12/21/2004 – 12/21/2005	ACE American Insurance Company	Professional Risk
G21652052 005	12/22/2008 – 12/22/2009	Westchester Fire Insurance Company	D&O
G21652052 004	12/22/2007 – 12/22/2008	Westchester Fire Insurance Company	D&O
G21652052 003	12/22/2006 – 12/22/2007	Westchester Fire Insurance Company	D&O
G21652052 002	12/21/2005 – 12/22/2006	ACE American Insurance Company	D&O
G21652052 001	12/21/2004 – 12/21/2005	ACE American Insurance Company	D&O
G23572771	12/22/2005 – 12/22/2006	ACE American Insurance Company	Umbrella Excess
G23871014	12/22/2006 – 12/22/2007	ACE American Insurance Company	Umbrella Excess
G25008108	12/22/2009 – 12/22/2010	Westchester Fire Insurance Company	Professional Risk

**Reservation of Rights**

The brief summary of the Policies contained herein is for descriptive purposes only and is not intended to be binding on the ACE Companies or constitute their position with respect to the proper interpretation and meaning thereof. For a complete and accurate explanation of the terms and conditions of the Policies, reference should be made to the actual Policies.

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SILICON VALLEY  
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HOUSTON  
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# DuaneMorris®

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A GCC REPRESENTATIVE OFFICE  
OF DUANE MORRIS  
MEXICO CITY  
ALLIANCE WITH  
MIRANDA & ESTAVILLO  
SRI LANKA  
ALLIANCE WITH  
GOWERS INTERNATIONAL

June 22, 2016

## VIA FEDERAL EXPRESS

BMC Group, Inc.  
Attention: Mississippi Phosphates  
Corporation Claims Processing  
3732 West 120<sup>th</sup> Street  
Hawthorne, CA 90250

**Re: In re: Mississippi Phosphates Corporation, Case No. 14-51667**

Dear Sir or Madam:

Enclosed for filing please find an original and one (1) copy of three (3) Proofs of Claim (collectively, the "Claims") of ACE Property and Casualty Insurance Company. As set forth thereon, one Claim is to be filed in each of the three (3) bankruptcy cases listed on the attached list (collectively, the "Cases"). Please file each Claim in the corresponding Case. Kindly acknowledge your receipt of the Claims by returning one (1) stamped copy of each Claim in the enclosed return Federal Express envelope.

Please feel free to contact me with any questions. Thank you for your attention to this matter.

Very truly yours,

  
Catherine Beideman Heitzenrater

CBH/crc  
Enclosures

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196  
DM34080815.1

PHONE: +1 215 979 1000 FAX: +1 215 979 1020

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