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

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)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Wendy M. Simkulak, Duane Morris LLP Name	* and to Claimant per attached Name
30 S. 17th Street Number Street	Number Street
Philadelphia PA 19103 City State ZIP Code	City State ZIP Code
Contact phone 215-979-1547	Contact phone _____
Contact email WMSimkulak@duanemorris.com	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_____

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? _____

MISS PHOSPHATES
00400

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)?** A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		**Amount entitled to priority**
	☑ No	
	☐ Yes. *Check one:*	
	☐ 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.[1] 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

[1] 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. 17th 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

	Debtor Name	Case No.
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:

Policy Number	Policy Period	Insurer	Type of Coverage
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.

Southern District of Mississippi
Claims Register

14-51667-KMS Mississippi Phosphates Corporation

Judge: Katharine M. Samson
Office: Gulfport-6 Divisional Office
Trustee:

Chapter: 11
Last Date to file claims: 02/24/2015
Last Date to file (Govt): 04/25/2015

Creditor: (3904055) ACE Property and Casualty Insurance Company c/o Wendy M. Simkulak Duane Morris, LLP 30 S. 17th Street Philadelphia, PA 19103	**Claim No: 203** *Original Filed Date*: 06/23/2016 *Original Entered Date*: 06/23/2016	*Status:* *Filed by:* CR *Entered by:* Wendy Marie Simkulak *Modified:*

No amounts claimed

History:

Details	203-1	06/23/2016	Claim #203 filed by ACE Property and Casualty Insurance Company, Amount claimed: (Simkulak, Wendy)

Description: (203-1) Rejection Bar Date; insurance policies and related agreements (see attached)

Remarks:

Claims Register Summary

Case Name: Mississippi Phosphates Corporation
Case Number: 14-51667-KMS
Chapter: 11
Date Filed: 10/27/2014
Total Number Of Claims: 1

No Amounts Claimed