

Agenda Item Cover Sheet

| SM | Agenda Item N ^{o.} | | | | |
|--|-----------------------------|-------------------------------------|-----------|--|--|
| | | Meeting Date October 10, 2 | 024 | | |
| ⊠ Consent Section □ | Regular Section | ☐ Public Hearing | | | |
| Subject: 2023-2024 Financi and Mosaic Fertiliz | | reement between Hillsborough County | у | | |
| Department Name: Environi | nental Services Divis | sion | | | |
| Contact Person: Kim Cru | Z | Contact Phone: (813) 27 | 6-8370 | | |
| Sign-Off Approvals: | | | | | |
| George Cassady | 9/29/2023 | Levi & Mozn | 9/28/2023 | | |
| Assistant County Administrator U | Date | Department Director | Date | | |
| Kevin Brickey | 9/25/23 | Nancy V. Takemori | 9/25/2023 | | |
| Management and Budget – | Date | County Attor Θ ey – U | Date | | |
| Approved as to Financial Impact Accuracy | | Approved as to Legal Sufficiency | | | |

Staff's Recommended Board Motion:

Authorize for execution the 2023-2024 Financial Responsibility Agreement between Hillsborough County and Mosaic Fertilizer, LLC. This is an agreement renewed annually that ensures that if Mosaic Fertilizer, LLC were to fail to complete reclamation of mined lands in Hillsborough County that there would be funding available for the County to complete the reclamation work. This Financial Responsibility Agreement protects the County from negative financial impacts of adverse environmental issues and or failure of the company to complete required reclamation activities. No County funds are required for this item.

| Financial Impact Statement: | |
|---|--|
| No County funds are required for this item. | |

Background:

The Hillsborough County Land Development Code (LDC) Section 8.02.10 requires that phosphate mining permittees furnish to the Board of County Commissioners evidence of financial responsibility in an amount based upon the costs to reclaim or restore all lands disturbed as a result of phosphate mining or processing activities. Such evidence of financial responsibility shall be in the form of financial statements, corporate guarantees, letters of credit, insurance, surety bonds or other financial instruments acceptable to the County. The amount of the financial responsibility is based on the total number of acres mined and expected to be mined in the coming year, the number of acres in the first year of establishment after initial planting of permanent vegetation, per LDC Section 8.02.10.C.1 but not through written certification of completed reclamation under LDC Section 8.02.08.C.6, and the amount of storage (design capacity) of the largest active settling or thickening pond.

The attached Financial Responsibility Agreement has been reviewed by the Management & Budget Department and has been found to constitute satisfactory evidence of Mosaic's financial responsibility for the Big Four, the Hopewell, and the Hillsborough County Consolidated Mines, in accordance with the requirements of the LDC.

Within sixty (60) days of today's date, Mosaic shall execute and deliver the Financial Responsibility Agreement, attached hereto as Attachment 1, to Hillsborough County for execution by the Board Chair. All exhibits to the Financial Responsibility Agreement (i.e., Exhibit "A" – the Reclamation Surety Bond; Exhibit "B" – the Corporate Guarantee; and Exhibit "C" – the Environmental Insurance Policy Certificate of Insurance) shall be issued or executed, respectively, and attached as exhibits to the Financial Responsibility Agreement.

List Attachments:

Attachment 1: Financial Responsibility Agreement by and between Mosaic Fertilizer, L.L.C. and Hillsborough County

Attachment 2: Exhibit "A" – the Reclamation Surety Bond (to be provided upon Board approval).

Exhibit "B" – the Corporate Guarantee; and Exhibit "C" – the Environmental Insurance Policy Certificate of Insurance (provided upon renewal on or before 10/22/2023).



Tel 813-500-6910 Fax 813-571-6925



#

September 19, 2023 Via Email

Mr. Jeffry Greenwell Section Manager Public Utilities Department 332 N. Falkenburg Road Tampa, Florida 33619

Re: The Mosaic Company – Hillsborough County Mines Financial Responsibility (2023)

Dear Mr. Greenwell:

Attached is Mosaic's final financial responsibility for the Big Four, Hopewell, and Hillsborough County Consolidated Mines through June 30, 2023.

This comprehensive financial responsibility agreement in the total amount of \$152,315,869 includes (1) an Environmental Liability Insurance Policy in the minimum amount of \$43,000,000, (2) a Reclamation Surety Bond in the amount of \$98,861,404 and (3) a Corporate Guarantee from the Mosaic Company of Delaware in the amount of \$10,454,465 to cover the 1,450.8 acres of EPC wetland mitigation constructed but not yet released at \$7,206 per acre (per the Land Development Code (LDC) Text Amendment approved October 2019 and the December Week 1 2022 5.6 percent change in the Construction Cost Index as published by the Engineering News Record).

This proposal is made pursuant to Section 8.02.10 of the Hillsborough County Land Development Code (the "LDC"), whereas, Mosaic proposes to amend the Financial Responsibility Agreement and Corporate Guarantee, as detailed below:

- 1. Environmental Insurance Policy [No change] continue coverage of any occurrence of sudden accidental pollution, in the amount of \$43,000,000. This number equals the \$1,000 per acre-foot of the above-grade storage and is based on the F-4 clay settling pond containing the largest volume (43,000 ac-ft) of above-grade stored clays in the County during this reporting period. (NOTE: The current policy is valid through 10/22/2023 and is renewed annually. The renewal will be provided to the County on or before 10//22/2023.)
- 2. Reclamation Surety Bond [Increase] Proposed increase for the existing bond in the amount of \$91,417,702.80 to \$98,861,404.00 to cover the cost of reclamation of the lands currently mined and other estimated LDC liabilities, as outlined in this letter. The reclamation liability for this period includes lands currently mined and those areas that have been reclaimed through permanent re-vegetation per the LDC in the amount of \$98,109,818. Additionally, projected mining for the 2023-2024 report period is also included in the bond for the amount of \$751,586.

3. Corporate Guarantee [Increase]. The projected Corporate Guarantee will be in the amount of \$10,454,465 for the 2023-2024 period to cover all the remaining financial responsibility, obligations stipulated by the current LDC.

Mosaic submits this package of securities to provide satisfactory evidence of financial responsibility and requests Hillsborough County to accept this information along with the Annual reports for Hopewell, Big Four and the Hillsborough County Consolidated Mines. This financial security proposal meets all the current Phosphate Mining Regulation requirements.

This package includes the following attachments in the order given below:

- 1.) Annual Report Financial Responsibility Summaries for Big Four, Hopewell and Hillsborough County Consolidated Mines;
- 2.) Updated Financial Responsibility agreement and Corporate Guarantee with the 2023-2024 Annual Report calculated responsibility.

This Financial Responsibility Agreement and Corporate Guarantee's will be finalized and executed by Mosaic upon acceptance by the County of this year's annual reports. Additionally, the Reclamation Surety Bond rider for Exhibit A will be provided once this document and financial assurance is approved by the County Board of County Commissioners (BOCC). In addition, the latest available financial statements and information can be downloaded or viewed at www.mosaicco.com under the category of Investors.

Please do not hesitate to contact me at <u>Laura.Morris@mosaicco.com</u> should you have any questions or need additional information regarding the enclosed.

Sincerely,

Laura Morris, PWS

Supt. Permitting and Reclamation Compliance

Mosaic Fertilizer, LLC

Laura Morris

Enclosures

Cc: Nancy Takemori Esq. - Hillsborough County (via email)

Russell Schweiss - Mosaic (via email)

Jon Faletto - Mosaic (via email)

Gary Blitch - Mosaic (via email)

Shelley Thornton - Mosaic (via email)

Jake Dotson - Mosaic (via email)

Sandy Adams - Mosaic (via email)

HILLSBOROUGH COUNTY TOTAL FINANCIAL RESPONSIBILITY SUMMARY FOR THE MOSAIC COMPANY TO JUNE 30, 2023 (HOPEWELL, BIG FOUR AND HILLSBOROUGH COUNTY MINES)

| A. | | | esponsibility Prior to July 1, 2023 | | |
|----|--------|-------|---|-------------|---------------|
| | I. | | eres Mined and Not Reclaimed Through Permanent Re-veg | etation | |
| | | a. | Lands Mined (less b., c. & d.)* | | |
| | | | Hillsborough County Mines | 13,060.9 | |
| | | | Hopewell | 539.4 | |
| | | | Big Four | 0.0 | |
| | | | Sub-total Sub-total | 13,600.3 | |
| | | | 13,600.3 X \$7,206 | | \$98,003,762 |
| | | b. | Reclamation Complete Through Permanent Re-vegetatio | n and | |
| | | | in One Year Establishment | | |
| | | | Hillsborough County Mines | 294.6 | |
| | | | Hopewell | 0.0 | |
| | | | Big Four | 0.0 | |
| | | | Sub-total | 294.6 | |
| | | | 294.6 X \$360 | | \$106,056 |
| | | | D. I. C. L. D. LO. W. E. III. | D ' 1 | |
| | | c. | Reclamation complete Beyond One-Year Establishment | | |
| | | | Hillsborough County Mines | 6,754.0 | |
| | | | Hopewell | 582.4 | |
| | | | Big Four | 5.0 | |
| | | | Sub-total | 7,341.4 | |
| | | | 7,341.4 X \$0 | | \$0 |
| | | d. | EPC Wetland Mitigation – Constructed, Not Released | | |
| | | | Hillsborough County Mines | 1,397.5 | |
| | | | Hopewell | 25.6 | |
| | | | Big Four | <u>27.7</u> | |
| | | | Sub-total | | |
| | | | | 1,450.8 | ¢10 454 465 |
| | | | 1,450.8 X \$7,206 | | \$10,454,465 |
| | II. | La | rgest Capacity Clay Settling Area | | |
| | 11. | | 4 Above Ground Pond – Design Capacity 43,000 ACFT) | | |
| | | (1 | 43,000 X \$1,000 | | |
| | | | | | \$43,000,000 |
| | | | | | |
| | | ES | TIMATED TOTAL LIABILITY TO JULY 1, 2023 | | \$151,564,283 |
| В. | Estima | ted F | inancial Responsibility July 1, 2023 to June 30, 2024 | | |
| | I. | | ea to be Mined | | |
| | | | Hillsborough County Mines | 104.3 | |
| | | | Hopewell | 0.0 | |
| | | | Big Four | 0.0 | |
| | | | Sub-total | 104.3 | |
| | | | | 104.3 | ¢751 506 |
| | | | 104.3 X \$7206 | | \$751,586 |
| | | | | | |

ESTIMATED TOTAL LIABILITY AT JUNE 30, 2023

\$152,315,869

ATTACHMENT 1 (Financial Responsibility Agreement)

FINANCIAL RESPONSIBILITY AGREEMENT

| THIS AGREEMENT made and entered into this day of | , by and between |
|--|-------------------------|
| Mosaic Fertilizer, LLC, a Delaware limited liability company, (successor | in interest to Mosaic |
| Phosphates Company, IMC Phosphates Company, IMC Agrico, and I | MC Fertilizer, Inc.), |
| hereinafter referred to as "MOSF", and Hillsborough County, a political su | abdivision of the State |
| of Florida, hereinafter referred to as "the County". | |

WITNESSETH:

WHEREAS, on March 23, 1995, the County, relying upon Section 8.02.00 of Article 8 of the Hillsborough County Land Development Code (hereinafter referred to as the "Phosphate Mining Regulations"), adopted Resolution 95-062 approving MOSF'S Operating Permit and Master Mining and Reclamation Plan for the Hillsborough County Mines, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on June 23, 1982, the County approved Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan for MOSF'S Hopewell Mine, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on March 29, 1976, the County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-Mine-3, including the Big Four Mine Mining and Reclamation Plan, and Rezoning Petition 75-189 for the Big Four Mine, copies of which, as amended, are on file with the County and are incorporated by reference; and

WHEREAS, on October 8, 1996, the County adopted Resolution No. 96-256 which, among other things, approved and recognized MOSF as the owner and developer of the Big Four Mine, but maintained Mobil Oil Corporation's financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine was transferred to MOSF; and

WHEREAS, on May 22, 2001, the County adopted Resolution R01-104, which, among other things, transferred the Big Four Mine Operating Permit to MOSF; and

WHEREAS, on March 11, 2008, Hillsborough County Board of County Commissioners approved Resolution 08-047, which added approximately 1,540 acres to form the Hillsborough County Mines Addition Area -- DRI #263 (hereinafter "DRI #263 Addition Area Phase"); removed approximately 7,251.5 acres from the Lonesome and Four Corners Mine boundaries; added a mine infrastructure corridor, revising mining plans and incorporated clay settling area siting plans conceptually approved by the Environmental Protection Commission of Hillsborough County on April 26, 2005 and July 7, 2005, revised reclamation plans reflecting these changes as well as the reclamation already completed in the DRI #213 area; updated DRI #213 Development Order conditions already satisfied or no longer applicable; updated the approved methods for transporting product between the mines and plants; and updated product shipment destination points and deletion of certain destination points and route segments; and

WHEREAS, on August 10, 2010, Hillsborough County Board of County Commissioners approved Resolution 10-113, which added approximately 75 acres through a Notice of Proposed Change ("NOPC") for the Hillsborough County Mines Development of Regional Impact DRI #263, previously owned by Kathy Surface (hereinafter referred to as the "Surface Parcel"); and

WHEREAS, on February 7, 2023 the County approved MOSF's Financial Responsibility for the period 2022-2023 for Hillsborough County Mines, Big Four Mine and Hopewell Mine; and

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by the County; and

WHEREAS, the Phosphate Mining Regulations Section 8.02.02.B.6. requires MOSF to enter into a contract with the Board of County Commissioners guaranteeing the performance of reclamation operations and the performance of its proposed settling or thickening pond dams, spillways or other outlet structures and establishing liquidated damages to be paid to the County in the event of any breach of said contract; and

WHEREAS, Section 8.02.10 of the Phosphate Mining Regulations requires the MOSF to provide the County with satisfactory evidence of financial responsibility; and

WHEREAS, the parties agree that the amount of financial responsibility shall be based upon the following schedule:

- (1) \$7,206 for each acre of land to be mined in the year following the anniversary date of the issuance of the Operating Permit, and
- (2) \$7,206 for each acre of land mined or previously covered by a settling or thickening pond and for which reclamation has not been completed as of the anniversary date of the issuance of the Operating Permit, and
- (3) \$360 for each mined acre of land within the first year after initial planting of permanent native and/or agricultural vegetation, and
- (4) \$7,206 for each acre of wetland mitigation subject to a specific Hillsborough County Environmental Protection Commission ("EPC") mitigation agreement wherein the specific success criteria contained in such mitigation agreement has not been satisfied as of the anniversary date of the issuance of the Operating Permit, and
- (5) \$1,000 for each acre-foot of storage (design capacity above the lowest outside toe elevation) expected to be contained in the largest active settling or thickening pond in the year following the anniversary date of the issuance of the Operating Permit.

WHEREAS, MOSF has provided satisfactory evidence of financial responsibility in the form of the: (1) Reclamation Surety Bond attached as Exhibit A, (2) Corporate Guarantee from The Mosaic Company, hereinafter referred to "MC" attached as Exhibit B, and (3) MOSF's Certificate of Insurance attached as Exhibit C; and

WHEREAS, the \$7,206 per acre in financial responsibility set forth in paragraphs (1), (2) and (4) in the preceding recital is based upon updates to the Land Development Code for Section 8.02.10 of the Phosphate Mining Regulations approved on October 24, 2019; and

WHEREAS, the County and MOSF find that in the event MOSF breaches this Agreement and actual damages cannot be determined, the estimation of liquidated damages, based upon the formula contained in the Phosphate Mining Regulations, and as modified herein, is a fair and reasonable method of approximation of damages.

NOW, THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MOSF and the County, intending to be legally bound, hereby agree as follows:

- 1. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
- 2. The terms, conditions and regulations of Section 8.02.10 of the Phosphate Mining Regulations are hereby incorporated by reference and made part of this Agreement.
- 3. MOSF agrees to abide by the terms and conditions of the Development Orders, Operating Permits and Mining and Reclamation Plans, as amended and as may be amended in the future, (collectively referred to as "Mining Approvals") for its Hillsborough County Mines, Big Four Mine and Hopewell Mine, and to perform such actions as are required by the Mining Approvals. Nothing contained herein shall be construed to prohibit MOSF from applying to the County for changes or other amendments to the Mining Approvals.
- 4. The Mining Approvals obligate MOSF to perform reclamation. The Phosphate Mining Regulations include provisions regarding the responsibility of MOSF to complete reclamation and to respond to injuries suffered by the County or any injured party, for damages resulting from the failure of any MOSF dam, spillway or other outlet structure. MOSF hereby agrees to perform all reclamation and construction activities required under the Mining Approvals, and to be responsible for any damages suffered by the County or any injured party resulting from the failure of any dam, spillway or other outlet structure.
- 5. While the actual damages which might be sustained by the County as a result of MOSF's failure to abide by the terms of this Agreement may be difficult to ascertain, the parties shall attempt to ascertain such actual damages in-lieu-of payment of liquidated damages. If actual damages can be ascertained, MOSF agrees to pay any part of such actual damages as can be established with reasonable certainty, up to the total amount of the financial responsibility pledged hereby, \$152,315,869.

- 6. If actual damages cannot be established with reasonable certainty, then the liquidated damages are to be assessed, provided that the amount of liquidated damages shall not be excessive with regard to the amount of estimated actual damages suffered by the County. Liquidated damages for the failure of MOSF to perform reclamation in accordance with the terms of this Agreement shall be:
 - (a) \$7,206 for each mined acre not reclaimed through the initial planting of permanent native and/or agricultural vegetation as required by the Mining Approvals;
 - (b) \$360 for each mined acre within the first year after initial planting of permanent native and/or agricultural vegetation;
 - (c) \$7,206 for each acre of wetland mitigation specifically required by a mitigation agreement between MOSF and the EPC but not yet released by the EPC; and
 - (d) \$7,206 for each acre of land estimated to be mined during the 2023-2024 Mining Year.

Liquidated damages for the failure of any dam, spillway or other outlet structure shall be \$1,000 for each acre-foot of storage released from the specific structure, or settling or thickening pond where the failure occurred. MOSF hereby agrees to pay, if necessary, and the County hereby agrees to accept, such sum as liquidated damages.

- 7. For mining operation year 2023-2024, MOSF's total financial responsibility shall not exceed \$152,315,869, which represents MOSF's financial responsibility for the following (the following numbers are for the sum of the Hillsborough County Mines, Big Four Mine and Hopewell Mine):
 - (a) 13,600.3 acres mined and not reclaimed through the initial planting of permanent native and/or agricultural vegetation at \$7,206 per acre = \$98,003,762;
 - (b) 294.6 acres in first year of establishment after the initial planting of permanent native and/or agricultural vegetation at \$360 per acre = \$106,056;
 - (c) 1,450.8 acres of EPC wetland mitigation that has been constructed but not yet released at \$7,206 per acre = \$10,454,465;
 - (d) 43,000 acre-feet of above grade storage capacity for the largest active clay settling area at \$1,000 per acre-foot = \$43,000,000; and
 - (e) 104.3 acres of land estimated to be mined during the 2023-2024 Mining Year at \$7,206 per acre = \$751,586.

- 8. MOSF has provided sufficient evidence of financial responsibility for each amount listed in paragraphs 7(a) through (e), above, as follows:
 - (a) MOSF has posted as Reclamation Surety Bond payable to Hillsborough County in the amount of \$98,861,404 toward satisfaction of its financial responsibility for the amount listed in paragraphs 7(a), (b), and (e). A copy of the Reclamation Surety Bond is attached hereto as Exhibit "A" and incorporated herein by reference;
 - (b) MC has issued a Corporate Guarantee to Hillsborough County in the amount of \$10,454,465 in satisfaction of the amount listed in paragraph 7(c). The Corporate Guarantee shall become effective and the prior year's Corporate Guarantee shall become null and void upon (i) execution of the MC 2023-2024 Corporate Guarantee by the County and (ii) surrender of the prior Corporate Guarantee from the County to MC. A copy of the current Corporate Guarantee is attached hereto as Exhibit "B" and incorporated herein by reference; and
 - (c) MOSF has purchased Environmental Insurance in the amount of \$43,000,000 as satisfaction of the financial responsibility listed in paragraph 7(d), above. A copy of the Environmental Insurance Policy is on file with the County and MOSF's Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein by reference.
 - 9. Each reporting year, after approval and acceptance by the County of MOSF's most recent Annual Reports for the Hillsborough County Mines, the Big Four Mine, and the Hopewell Mine, this Agreement shall be amended if necessary, to reflect the revised amount of financial responsibility for the following operating year, which amount shall be calculated pursuant to the terms of the Phosphate Mining Regulations.
 - 10. MOSF will cooperate with the County to the extent allowed by law to assure the County's preferred creditor status with respect to the obligations described in this Agreement.
 - 11. This Agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. Hillsborough County, Florida, shall be proper venue for any litigation involving this Agreement.
 - 12. If any article, section, clause or provision of this Agreement is deemed or held invalid by any Court of competent jurisdiction, for any reason or cause, it shall not affect or invalidate the remainder of this Agreement nor any other provision hereof.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

| ATTEST: | MOSAIC FERTILIZER, LLC, | | | |
|--|--|--|--|--|
| By: Name: Ok Azie Title: Vice President and Treasurer | By: Name: Clint C. Freeland r Title: Senior Vice President and Chief Financial Officer Address: 101 E. Kennedy Boulevard, Suite 2500 Tampa, FL, 33602 | | | |
| | before me by means of □ physical presence or □ online, 2023, by Clint C. Freeland, Senior Vice President r, LLC, a corporation authorized to conduct business in the | | | |
| Personally Known OR Produced Identification (Type of Identification Produced: | | | | |
| ATTEST: Cindy Stuart, Clerk of the Circuit Court By: Deputy Clerk | Hillsborough County Board of County Commissioners By: Chairman | | | |
| Approved by County Attorney as to form and legal sufficiency By: Assistant County Attorney | Date: | | | |

CERTIFICATE OF INCUMBENCY

The undersigned Phil Bauer, the duly elected and acting Corporate Secretary of Mosaic Fertilizer, LLC., a Delaware limited liability company (the "Company"), hereby certifies on behalf of the Company that the following person is a duly elected officer of the Company holding the office set forth opposite his name, and that the signature opposite the name and title of such officer is genuine and said officer has authority to execute the Financial Responsibility Agreement on behalf of said Company.

| <u>Name</u> | <u>Title</u> | Signature |
|-------------------|--|-----------|
| Clint C. Freeland | Senior Vice President and Chief Financial Officer | |
| | | |

| IN WITNESS WHEREOF, I have h | nereto set my hand and the seal of said Company this |
|--|--|
| | By: Phil Bauer Senior Vice President, General Counsel and Corporate Secretary |
| STATE OF FLORIDA COUNTY OF HILLSBOROUGH | |
| notarization thisday of and Chief Financial Officer, and Phil Bauer, | before me by means of □ physical presence or □ online, 2023, by Clint C. Freeland, Senior Vice President, Senior Vice President, General Counsel and Corporate tion authorized to conduct business in the State of Florida, on |
| | Signature of Notary |
| | Print or type Commissioned Name of Notary Public |
| Personally Known OR Produced Identification Type of Identification Produced: | |

ATTACHMENT 2

Exhibit "A" – Reclamation Surety Bond Supporting Documentation (Bond to be provided upon Board approval)

Exhibit "B" - Corporate Guarantee

Exhibit "C" – Environmental Insurance Policy Certificate of Insurance

EXHIBIT A

(Reclamation Surety Bond)

UPDATED 2023-24 BOND TO BE PROVIDED ONCE APPROVED BY COUNTY



| To | be | attached | to | and | form | part | of |
|----|----|----------|----|-----|------|------|----|
| | | | | | | | |

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$83,689,546.20

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$83,689,546.20

TO:

\$91,417,702.80

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 7th day of February, 2023.

Signed, Sealed & Dated this 23rd day of February, 2023.

MOSAIC FERTILIZER, LLC

(Principal)

By

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

By:

Roger Paraison, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Roger Paraison of CHICAGO , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



By:

Anna P Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

(HAMITTOON)

HARTFORD, O

day of Pebruary



Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$83,328.755.20

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$83,328,755.20

TO:

\$83,689,546.20

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 10th day of December, 2021.

Signed, Sealed & Dated this 10th day of December, 2021.

MOSAIC FERTILIZER, LLC

(Principal)

By:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

By:

Roger Paraison, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Roger Paraison of CHICAGO Illinois their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

10th day of Ollember

202







Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$81,407,384.60

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY. FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM: \$81,407,384.60

TO: \$83,328,755.20

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 9th day of February, 2021.

Signed, Sealed & Dated this 31st day of March, 2021.

MOSAIC FERTILIZER, LLC

(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Suret/)

Sandra M. Winsted, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winated of Chicago

tillinois , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February,







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Serior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and affect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be effixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

3) day of March 30

Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$88,516,713.50

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$88,516,713.50

TO:

\$81,407,384.60

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 9th day of June, 2020.

Signed, Sealed & Dated this 10th day of June, 2020.

MOSAIC FERTILIZER, LLC

(Principal)

By:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Rv

Sandra M. Winsted, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winsted of Chicago

tillinois , their true and lewful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the ridelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford sa.

By: Robert L. Raney, Selfor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Ransy, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company, and St. Paul Fire and Marine insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duty authorized officer.

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2021



Marie C Juthault

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointse and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Serior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seat of the Company may be affixed by facsimile to any Power of Attorneys or to any certificate relating thereto appointing Resident Vice President, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings of the nature thereof, and any such Power of Storneys or certified bearing such facetimile signature or facetimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facetimile alignature and facetimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above end foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this



(SUCTIONS)



Keylin E. Hugher, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3680. Please rafer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$56,910,224.60

TO:

\$88,516,713.50

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 31st day of July, 2018.

Signed, Scaled & Dated this 12th day of March, 2019.

MOSAIC FERTILIZER, LLC (Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

3y: __/__/

M. Winsted

Attorney-in-Pact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF KANE

On this 12th day of March, 2019 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared

Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Kane





Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casually and Surety Company of America, Travelers Casually and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations tuly organized under the issue of the State of Connectical (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sendra M. Whated of Chicago of Chicago, their true and leavital Attorney-in-Fact to sign, execute, seel and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persone, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

NETTHESS WRIGHEDOF. The Companies have caused this instrument to be aloned, and their companies masters to be beginned.

BY WITTHESS WHEREOF, the Companies have caused this instrument to be signed, and that corporate seats to be hereto affixed, this 3rd day of February.







Stale of Correcticut

City of Hartford sa.

By:

On this the 3rd day of February, 2017, before me personally appeared Robert L. Ransy, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surely Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being surfactived so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations. self as a duty subvortzed officer.

In Wilmann Whereof, I hereunto set my hand and official seal,

My Commission expires the 30th day of June, 2021



marie c surrout Marin C. Tetresult, Notery Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Sunsty Company of America, Travelers Casualty and Sunsty Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESCLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Serior Vice President, any Vice President, any Serior Vice President, any Vice President, any Vice President, any Serior Vice President, any Vice President, any Serior Vice President, any Vice President, and Any Vice President, any Vice President, and Any Vice Presid the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the Prasident, any Vice Chairman, any Executive Vice Prasident, any Sanior Vice Prasident or any low Prasident may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is fired in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indomnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chekman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fect and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FUNCTION RESOLVED, that the algorithm of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Assistant Secretary, and the seal of the Company may be afficient by faceimite to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of associating and affecting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such faceimite signature or faceimite seal shall be waitd and binding upon the Company and any such power so associated and certified by such faceimite algorithm and faceimite seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paut Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Alterney executed by said Companies, which remains in full force and effect.

Mah

To be attached to and form part of:

Bond Number

400KA3490

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$55,196,947.00

TO:

\$56,910,224.60

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 31st day of July, 2017.

Signed, Sealed & Dated this 31st day of July, 2017.

MOSAIC FERTILIZER, LLC (Principal)

A THE PROPERTY OF AMERICA

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

By: Nandra M. Winsted

Attorney-in-Fac

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 31st day of July, 2017 before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared

Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL BEAL
DEBRA J. DOYLE
NOTARY PUBLIC, STATE OF ELINOIS
MY COMMISSION EXPRES
FEBRUARY 21, 2018

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Parentegies Caracity Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Cassally and Surety Company Travelers Cassally and Surety Company of America United States Fidelity and Gueranty Company

Attorney-In Fact No.

230983

Certificate No. 007209492

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, Br. Paul Morenry Insurance Company, Travelors Casualty and Surety Company, Travelors Casualty and Surety Company, Travelors Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (hereis collectively called the "Companies"), and that the Companies do bereby mate, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, James B. McTaggart, Jenaifer L. Iskaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Christina L. Sandoval, Linh Eck, and Jessica B. Dempacy

| of the City of Chicago . State of | nditional undertakings and |
|--|----------------------------|
| IN WITNESS WHEREOF, the Companies have caused this instrument to be algored and their corporate scale to be beceto affixed, this | 27th |
| day ofApril2017 | |

Farmington Casually Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardina Insurance Company

St. Paul Mercary Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Campany of America United States Videlity and Guaranty Company



















State of Connecticut City of Hartford 11. By:

Shirt by

On this the 27th day of April 2017, before me personally appeared Robert L. Reney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranzy Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranzy Company, and that he, as such, being sufficient so to do, excessed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly setherized officer.

In Witness Whereof, I hereunto set my band and official seal My Commission expires the 30th day of June, 2021.



marie c. Titreault

58440-5-18 Printed in U.S.A.

WARRING: THIS POWER OF ATTOMACY IS INVALID WITHOUT THE RED BORDER

WARRING: THIS POWER OF ATTORNEY IS HARLID WITHOUT THE RED BORDER

This Power of Attorney is grassed under and by the authority of the following resolutions adopted by the Boards of Directors of Parmington Carnalty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guaranty Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, may Executive Vice President, any Senior Vice President, any Vice President, any Vice President, any Second Vice President, the Transurer, any Assistant Transurer, the Corporate Secretary or any Assistant Secretary may appear Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointes such authority as his or her certificate of authority may prescribe to alga with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or room officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the officer of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of infermity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attended and scaled whith the Company's seal by a Secretary or Assistant Secretary; or (b) duly successed (under seal, if required) by one or more Attended.—Pact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

PURTHER RESOLVED, that the signature of each of the following officers: President, any Baccotive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by faceballe to any Power of Attorney or to any certificate relating thereto appointing Resident Vice President, Resident Assistant Secretaries or Attorneys is Pact for purposes only of executing and stanting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such faceimile signature or faceimile seal shall be valid and binding upon the Company and any such power so executed and certified by such faceimile algorithms and faceimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidnity and Guaranty Insurance Company, Fidnity and Guaranty Insurance Company, Fidnity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, of America, and United States Fidelity and Guaranty Company on hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have herestoto set my hand and affixed the seals of said Companies this

3 1 day of

20

Kauln II Hooles Assistant Seeding



















To verify the authorizing of this Power of Attorney, call 1-800-421-3880 or course; us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC PHOSIIATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be smended:

FROM:

\$53,856,798.00

TO:

\$55,196,947.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 20th day of December, 2016.

Signed, Sealed & Dated this 20th day of December, 2016.

MOSAIC FERTILIZER, LLC

(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Sandra M. Winsted, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 20rd day of December, 2016, before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OPPICIAL MEAL
JAMES IN GLEARY
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COURTY
ANY COMMISSION EXPIRES 10/08/2020

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Commity Company
Fidelity and Guaranty Insurance Company
Ridelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardine Insurance Company

St. Paul Mercury Issurance Company Travelers Casualty and Barety Company Travelers Casualty and Sarety Company of America United States Fidelity and Guaranty Company

Allorney-In Fact No.

230983

Certificate No.006975312

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Microscy Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a curporation duly organized under the laws of the State of Insurance Underwriters, Inc., is a curporation duly organized under the laws of the State of Wisconsin (terrain collectively called the "Companies"), and that the Companies do bereby make, constitute and appoint

| of the City of Chicago each in their separate capacity other writings obligatory in the contracts and executing or guar | if more than one is named ab | ove, to sign, execute, se the Companies in their | business of guarantee | y and all bonds, reco | gnizaces, conditi creans, guerantesis | ol Attorwoy(e)-in-Paot onal undertakings and ag the performance of |
|---|---|--|---|--|---|--|
| IN WITNESS WHEREOF, of day of September | ne Companies have caused th | is instrument to be sign | ed and their corporate | seals to be hereto all | fixed, this | 15th |
| | Farmington Cassasity C Fidelity and Gauraniy Fidelity and Guaraniy St. Paul Fire and Mark St. Paul Guardian Imu | Insurance Company Insurance Underwrite ne Insurance Company | er, loc. T | , Paul Mercury Im- ravelers Casualty a ravelers Casualty a ravelers Casualty a nited States Fidality | nd Surety Compa nd Surety Compa | ny ny af America |
| (01) | | () | EFFE | | | |
| State of Connecticut City of Hartford as. | | | Ву: | Robert L. Rame | A Hy | |
| On this the 15th be the Senior Vice President of Fire and Marine Insurance Corr Cassalty and Surety Company Instrument for the purposes the | ipany, St. Paul Guerdies Inst of America, and United State | ny, Fidelity and Ouaras grance Company, St. Pa to Fidelity and Guarant | al Mezonry Insurance (y Company, and that h | Fidolity and Guera Company, Travelers e, as such, being aut | ety losurance Unde Casualty and Suret horized so to do, a | rwriters, Inc., St. Pan y Company, Traveler |

In Witness Whereof, I hereunto set my hand and official soal. My Commission expires the 30th day of June, 2021.



Marie C. Tetrault

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is greated under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company. Fidelity and Quaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelors Casualty and Surety Company, Travelors Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or my Assistant Secretary may appoint Attorneys-in-Pact and Agents to act for and on behalf of the Company and may give such appointed such authority as his or her cardificate of authority may prescribe to sign with the Company's name and seal with the Company's seal boards, recognizances, contracts of indemally, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of sald officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing nathority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indomnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and blading upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senter Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attacked and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Atterneya-in-Part and Agents pursuent to the power proscribed in his or her certificate or their certificates of suthority or by one or more Company officers pursuent to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facalmile in any Preser of Autorisey or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Pact for purposes only of executing and sitetting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate hearing such facalmile algustum or facalmile scal shall be valid and binding upon the Company and my such power so executed and certified by such facalmile signature and facalmile scale shall be valid and binding on the Company in the feture with respect to any bond or understanding to which it is attached.

I, Kevin B. Hugher, the undersigned, Assistant Secretary, of Fermington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardiau Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Cassaky and Surety Company of America, and United States Fidelity and Guernery Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attainey account by said Companies, which is in full force and effect and has not been revoked.

IN TESTEMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December , 2016



















To verify the authoriticity of this Power of Atturney, call 1-800-421-3580 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Pact number, the shove-named individuals and the details of the bond to which the power is attached.

RIDER

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

in the amount of

\$53,904,000.00

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Bond amount shall be amended:

FROM:

\$54,459,917.00

TO:

\$53,856,798.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 11th day of February, 2016.

Signed, Sealed & Dated this 11th day of February, 2016.

MOSAIC FERTILIZER, LLC

(Principal)

By:

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(Surety

Zala W Wasted Att

d, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 11th day of February, 2016 before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL JUDY A ANDERSON NOTARY PLIELIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 95/19/2018 WATERIO THE POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Sidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercary Insurance Company Travelers Casualty and Serety Company Travelers Casualty and Serety Company of America United States Fidality and Gurranty Campany

Atterney-In Fact No.

229424

Certificate No. 006383485

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company and Surety Company of America, and United States Fidelity and Guaranty Insurance Company are corporations duly organized under the Java of the State of Connectical, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the Java of the State of Wisconsin (berein collectively called the "Companies"), and that the Companies do haveby make, constitute and appoint

Debra J. Doyle, Diane M. O'Lesry, James B. McTaggari, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Christina L. Sandoval

| of the City o | Chicago | | . State of | Illin | aic | .1 | heir true and lawfu | Attorney(s)-in-Fact. |
|---|--|--|--|---|--|---|---|--|
| each in their other writing | separate capacity if | more than one is name nature thereof on beha- weeing bonds and unde | If of the Compent | es in their busine | es of government | the fidelity of p | eradus, guarantedin | onal undertakings and g the performance of |
| IN WITHING they of | NUMBER EOF, the | Companies have cause | ed this instrument t | o be nigned and t | heir corporate see | ls to be hereto aff | Streed, this | 20th |
| | Farmington Commity Co. Fidelity and Guaranty In Fidelity and Guaranty In St. Paul Fire and Marine St. Paul Guardian Insura | | | derwriters, inc. Company | St. Paul Morcary Insurance Company Travelers Cassalty and Surety Company Travelers Cassalty and Surety Company of United States Fidelity and Guaranty Cassa | | | of America |
| • | 1177 | | | BEAL S | | (Const.) | | (Dec |
| State of Conr City of Hartf | | | | | Ву: | Solon L. Rees | 7, Service Vice Preside | |
| On this the | 20th | May May | | 2015 bef | ore me omnomaliv | annumd Robert | L. Renev. who ack | nowledged himself to |
| be the Senior Fire and Man Cassalty and | ine Insurance Comp Surety Company of | emington Carnalty Co eny, St. Paul Guardian America, and United in contained by alguing | Insurance Compa States Fidelity and | ed Guaranty Insur ny, St. Paul Merc I Guaranty Comp | mee Company, P. ury Insurance Com any, and that he, o | delity and Guara: npany, Travelers to a such, being aut | ity Insurance Under Casualty and Surety horized so to do, a | rwriters, Inc., St. Paul y Company, Travoleza |
| | | | | NO. | | | | |

58440-8-12 Printed in U.S.A.

In Witness Whereof, I hereunto sot my hand and official scal. My Commission expires the 30th day of June, 2016.

WARRING: THE POWER OF ATTORNEY IS MAILED WITHOUT THE RED SOFICER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Contanty Insurance Company, Fidelity and Cautanty Insurance Underwriters, Inc., St. Paul Fire and Statine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercany Insurance Company, Travelors Caronity and Surety Company, Travelor Caronity and Surety Company of America, and United States Fidelity and Couranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, my Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Amounts-in-Pact and Agents to act for and on behalf of the Company and may give such appointen such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal boads, recognizances, contracts of indemnity, and other writings obligatory in the same of a bond, recognizance, or conditional moderating, and any of said officers or the Board of Directors at any time may remove any such appointes and revoke the power given him or ber; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Possident, may Vice Chairman, may Executive Vice President, any Souter Vice President or may Vice President, any Second Vice President, the Treasurer, my Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and scaled with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pressums to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, my Secretary, my Assistant Secretary, and the seal of the Company may be affixed by factinally to any Power of Attorney or to any certificate relating thereto appointing Ratifical Vice Presidents, Resident Assistant Secretaries or Attornoys-in-Past for purposes only of executing and starting bonds and undertakings and other writings obligatory is the nature thereof, and any such Power of Astorney or cartificate bearing such facultude alguature or facultude scal shall be valid and binding upon the Company and any such power so executed and certified by such facaimile signature and facaimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Sourstary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Giardian Lasurance Company, St. Paul Mercury Insurance Company, Travelors Casnalty and Surety Company, Travelers Canualty and Surety Company of America, and United States Fidelity and Customy Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Amoney executed by said Companies, which is in full force and effect and has not been revoked.



















To verify the authenticity of this Power of Automey, call 1-800-421-3850 or contact us at www.trevelershood.com. Please refer to the Attorney-in-Part number, the above-named individuals and the details of the bond to which the power is attached.

RIDER

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

in the amount of

\$53,904,000,00

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$53,904,000.00

TO:

\$54,459,917.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 24th day of September, 2014.

Signed, Sealed & Dated this 28th day of October, 2014.

MOSAIC FERTILIZER, LLC

(Principal)

ST. PAUJ/FIRE AND MARINE INSURANCE COMPANY

(Surety)

Sandra M. Winsted , Att

, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 28th day of October, 2014 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
JAMES R O LEARY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPRES
OCTOBER 9, 2016

VARIABING. THE POWER OF ATTORNEY IS INVALID WITHOUT THE FIED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Cannally Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Cassalty and Surety Company Travelers Cassalty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

227874

Cartificate No. 006013068

KNOW ALL MEN BY THESE PRESENTS: That Parmington Cusualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insurance Company, Travelers Cusualty and Surety Company of America, and United States Fidelity and Generalty Company are corporations duly organized under the laws of the State of Commenty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Dlane M. O'Leary, James B. McTaggart, Jennifer L. Jakairis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, and Melissa L. Fonter

| of the City of _ | Chicago | | State | | Andrew Control | | | ful Attorney(a)-in-Pag |
|--------------------------------------|---|---|---------------------|----------------------|-------------------|----------------------|-----------------------|---|
| other writings of | hilipatory in the | more then one is usu nature thereof on bel stocing bonds and un | mit of the Compan | nies is their busine | na of guaranteeln | g the fidolity of p | emons, guarantee | ions) undertakings an ing the performance of |
| IN WITNESS V | | Companies have cas 2014 | noti this instrumen | to be algred and | heir corposals se | als so be hereto aff | ixed, this | 6th |
| | Farmington Cosmelty Company Fidelity and Guiranty Insurance Company Fidelity and Guiranty Insurance Underwritors, in St. Paul Fire and Marine Insurance Company St. Paul Guardina Insurance Company | | | | | | | |
| | 1977 | 1067 | | SEAL | | | | (3) |
| State of Connect City of Hartford | | | | | Ву: | Robert L. Rass | ly, Rendra Vica Presi | Sent |
| | o President of Pa | day of August | company, Pidelity | and Couranty Insu | | idelity and Gunne | sty Insurance Und | imewledged himself i writers, Inc., St. Par |

In Witness Whereof, I hereunto set my haad and official snal. My Commission expires the 30th day of lune, 2016.



Marie C. Tetreault

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Mariae Insurance Company, St. Paul Guardian Insurance Company, St. Paul Marcury Insurance Company, Travelers Cassalty and Surely Company, Travelors Cassalty and Surety Company of America, and United States Fidelity and Gueranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Brecetive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Pact and Agents to act for and on behalf of the Company and may give such appointes such authority as his or her certificate of authority may present to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indexnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointes and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Buscutive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of informity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) algoed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and doly attested and scaled with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her continues or their cantificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by faustinile to any Power of Attempt or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys in Face for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such factimile signature or factimile scal shall be valid and binding upon the Company and any such power to executed and certified by such facaimite algorithms and facaimite scale shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kovin E. Hughes, the undersigned, Assistant Secretary, of Parmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Laurance Company, St. Paul Guardian Insurance Company, St. Paul Morcury Insurance Company, Travelers Casualty and Surety Company, Travelers Canally and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Compenies, which is in fell force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the scale of said Companies this 28 day of October



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact as at www.travelerabord.com. Please refer to the Attorney-in-Pact number, the above-named individuals and the details of the bond to which the power is attached.

RECLAMATION SURETY BOND

BOND NO. 400KA3490

KNOW ALL MEN BY THESE PRESENTS:

That IMC PHOSPHATES COMPANY, a Delaware General Partnership authorized to conduct business in the State of Florida, as principal ("IMC"); and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota and licensed to do business in Florida, whose address is 385 Washington St., St. Paul, MN 55102, as surety, are held and firmly bound unto HILLSBOROUGH COUNTY, FLORIDA, as obligee, in the sum of FIFTY THREE MILLION NINE HUNDRED FOUR THOUSAND AND NO/100, (\$53,904,000.00) well and truly to be made the said principal and surety, their respective successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, on March 23, 1995, Hillsborough County, relying upon Section 8.02.00 of the Hillsborough County Land Development Code (hereinafter referred to as the "phosphate mining regulations"), approved Resolution 95-062 granting approval for IMC's Development Order, Operating Permit and Master Mining and Reclamation Plan (hereinafter referred to as the "Hillsborough County Mines Approvals") for the Hillsborough County Mines, copies of which, as amended, are on file with the County and are incorporated herein by reference; and.

WHEREAS, on June 23, 1982, Hillsborough County approved Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan (hereinafter referred to as the "Hopewell Mine Approvals") for the Hopewell Mine and issued same to the Hopewell Land Corporation. In 1989, Hillsborough County approved the transfer of the Hopewell Mine and the Hopewell Mine Operating Permit to IMC. Copies of the Hopewell Mine Approvals, as amended, are on file with Hillsborough County and are incorporated herein by reference; and,

WHEREAS, on March 29, 1976, Hillsborough County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-MINE-3, and Rezoning Petition 75-189 for the Big Four Mine Development of Regional Impact (DRI)(hereinafter referred to as the Big Four Mine Approvals) and issued same to the Smith-Douglass Division of Borden Chemical, Borden, Inc., copies of which, as amended, are on file with Hillsborough County and are incorporated by reference; and,

The acceptance of this bond, and the reliance upon it by the obliges, hareby supersedes and exonerates all liability under the prior Bond No. 400KA 3490 then by 9124/99.

Page 1 of 5

WHEREAS, the Big Four Mine was subsequently transferred to the AMAX Chemical Corporation and thereafter to the Mobil Oil Corporation (hereinafter referred to as "Mobil"); and

WHEREAS, on October 8, 1998, Hillsborough County approved Resolution No. 96-256 which, among other things, approved and recognized IMC as the owner and developer of the Big Four Mine, but required Mobil to maintain its financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine is transferred to IMC, at which time IMC would be required to provide financial responsibility for the Big Four Mine. A copy of Resolution No. 96-256 is on file with Hillsborough County and is incorporated by reference; and,

WHEREAS, Section 8.02.10 of the Hillsborough County Land Development Code requires that evidence of financial responsibility in the amounts specified in Section 8.02.10 be provided for acreage to be mined or otherwise disturbed; and.

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by Hillsborough County; and

WHEREAS, this Reclamation Surety Bond ("Bond") is posted as security for both uncompleted reclamation at mined sites within the Hillsborough County Mines, Big Four Mine and at Hopewell Mine, as well as for acreage to be mined or otherwise disturbed within the term of the Operating Permits; and

WHEREAS, Section 8.02.10 of the Hillsborough County Land Development Code (phosphate mining regulations) establishes the manner in which the bond is calculated; and.

WHEREAS, Section 8.02.10 requires that evidence of financial responsibility be equal to the reclamation costs of each acre of land to be disturbed during the ensuing year and all land previously disturbed by mining activities for which reclamation compliance has not been completed as defined in section 8.02.10.C.1; and,

WHEREAS, said determination has been approved by Hillsborough County; and,

WHEREAS, this bond cannot be cancelled with less than ninety (90) days written notice to the Board of County Commissioners of Hillsborough County. Upon receiving such notice, the Board of County Commissioners of Hillsborough County, at its option, may make claim against this bond an amount equal to 110% of the estimated cost of completing reclamation of all disturbed acreage up to the full value of the bond, unless a replacement reclamation surrety bond satisfactory to Hillsborough County is provided to Hillsborough County. The term of this bond shall not expire until the reclamation is completed on all mined acreage during the life of the Operating Permit or any extension thereof; or upon

receipt of a replacement reclamation surety bond acceptable to Hillsborough County has been provided to Hillsborough County, at which time all past, present, and potential liability of the surety under this bond is released.

NOW, THEREFORE, this obligation shall remain in full force and effect until the principal fulfills all of the undertakings, terms and conditions of the Operating Permits, as may be amended from time to time without notice to the surety. This obligation shall be void upon the fulfillment of the undertakings, terms and conditions of the Operating Permits. In the event reclamation is not completed within the time specified in the Operating Permits or if Hillsborough County receives notice that this bond is being cancelled prior to completion of such reclamation, Hillsborough County shall be entitled to make claim on this Reclamation Surety Bond unless a replacement reclamation surety bond as specified above has been received within 60 days of notice of bond cancellation. Any notice of claim shall be sent to St. Paul Surety, 5801 Smith Avenue, Baltimore, Maryland 21209, Attn: Surety Claim. Payment by the surety shall be made to Hillsborough County within thirty (30) days of notification to surety by certified mall certified check drawn on behalf of the Board of County Commissioners at 601 East Kennedy Boulevard, 2nd Floor, Tampa, FL 33602. It is agreed and understood; however, that the liability of the surety under this bond shall in no way exceed the amount of this bond regardless of the number of years it may remain in force or be renewed.

(This space was intentionally left blank)

| IN WITNESS WHEREOF, the above be to be executed in their respective name affect this 12th day of | ounded parties have caused this instrument as and their corporate seals to be heraunto |
|--|--|
| WITNESS | MC PHOSPHATES COMPANY |
| BY: mars: 9045 | BY: M Guelle |
| Y | Title: Vica Resident Tue Parplete HPIN |
| CORPORATE/PARTNERSHIP ACKNO | |
| STATE OF FLORIDA COUNTY OF HILLEBOROUGH | * |
| The foregoing instrument was according to 10 My 2000, by 1848 | TO MA COUNTY INSINA OF DITICAL |
| or agent) VICE Var Singer (in (in an extra partie), a incorporation) corporation, on being of | ile) of The WOSACIAN AFTAC. I DEVANDAGE (state) place of the connectable of the connecta |
| known to me or has producedA | (IVDS OF |
| | Mosepa T. Vaughm |
| | MARSHAT- VAUGHN |
| | Name (typed, printed or stamped) |

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(Attach within suthorization to execute on behalf of Burely)

ACKNOWLEDGMENT:

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before no this jul day of June, 2001, by Sunn A. Weich as Attorney-in-Pact of St. Paul Fire and Markes Insurance Company (Bursty). Hashe is personally known to me.

Kathleen J. Males Name (typed, printed or stamped)

Moleny

Carrily Attorney

legal sufficiency.

OFFICIAL SEAL SEAL"

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Fand Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Gustaniy Company Fidelity and Gustaniy Insurance Company Fidelity and Gustaniy Insurance Underwriters, Inc.

Pewer of Attorney No.

22339

Certificate No.

789353

KNOW ALL MEN BY THESE PRESENTS: That Sesboard Surery Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Morine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Misrcury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Pidelity and Guaranty Company is a corporation duly organized under the laws of the State of Jows, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Jows, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Misconsin (herein collectively colled the "Companies"), and that the Companies do hereby make, constitute and appoint

James A. Cuthbertson, Christine Marotta, Susan A. Welsh, Susan J. Preiksa, Mary C. O'Leary, Sandra Martinez, Kathleen J. Mailes, Linda Iser and Karen Daniel

| conteness and other writers | instruments in the nature thereo | State Nove, to sign its name as aurety up of on behalf of the Companies in do and undertakings required or j | u, and to execute, seal | and acknowledge any a | of persons, guaranteeing the |
|---|--|--|--|--|---|
| IN WITNESS WHEREOF | , the Companies have caused th | s insurument to be signed and sec | aled this 8th | day of Janu | 2001_ |
| State of Maryland City of Maltimore | Seaboard Surely Compass Sa. Prost Fire and Marine St. Pool Geardian Insure St. Peat Mercury Insures (Fa. A.L.) | Imprenes Company | Fidelity and C | 1 homes & | ивраву |
| On this 8th Thomas E Huibregus, who Morine Insurance Company, Guaranty Insurance Compans sold Corspanies; and that th corporations by themselves to | St. Paul Guardian Insurance Co ty, and Fidelity and Guaranty In ay, as such, being authorized so | the vice President and Andatas impany, St. Paul Mercary insurar surance Underwriters, Inc.; and it to do, executed the foregoing in | a Secretary, respective nce Company, United 2 hat the sexts affixed to | ely, of Seaboard Surety States Midelity and Guar the foregoing instrume oses therein contained to | Company, St. Paul Fire and ranty Company, Pidelity and ant are the corporate seals of |
| My Commission expires the | 13th day of July, 2002. | CON COLY OF | | REBECCA BASLE | Y-DNOKALA, Nowy Public |

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St. Paul Pire and Mirine Insurance Company

License No. N/

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| tet | d bond so almoged by thin Rider shall not be |
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| 4. This rider shell become effective as of March 21, 2005; PROVIDED, however, that the liability of the Surety under the attaches surrelative. Signal, scaled and dated March 21, 2015. | |
| 4. This rider shell become effective as of March 21, 2005; PROVIDED, however, that the liability of the Streety under the stinehed soundative. Signal, realed and deted Marris 21, 2005. | d bond so changed by this Rider shall not be the angle Markes Laurersance Company |
| 4. This rider shell become effective as of March 21, 2005; PROVIDED, however, that the liability of the Surety under the situation suppliedive. Signal, scaled and dated March 21, 2015. By: Faul III. | es and Markes Laurerstates Company |
| 4. This rider shall become effective as of March 21, 2005; PROVIDED, however, that the liability of the Streety under the attached accordance. Bignad, scaled and deted March 21, 2005. By: Annual Physics Attached Affects 21, 2005. | es and Markes Laurerstates Company |
| 4. This rider shall become effective as of March 21, 2025; PROVIDED, however, that the liability of the Streety under the attached numbering. Bigned, scaled and dated Marris \$1,2025. By: Fig. Jense Afformacy in | ce and Mariae Immersion Company |

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POWER OF ATTORNEY

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ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 16th day of September, 2005, before me, Kimberly Brang, a Notary Public, within and for said County and State, personally appeared Susan A. Welch to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Nolary Public in the Sate of Illinois

County of Cook

The ST Faul

POWER OF ATTORNEY

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James A. Caribberton, Susan A. Welch, Sman I. Predra, Sendra Merrinar, Kethleen I. Medice, Linda Inve, Karen Daniel, Robert E. Dunten, Petrick Thurswood, Geoffrey H. Hende, Debond Halper, Marris K. Carafiky, Daniel R. Smith, and Josilen M. Minders

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Thomas E. New Burger

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ST. PAUL FIRE AND MARINE INSURANCE COMPANY

License No. N/A

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ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

. . .

On this 16th day of March, 2006, before me, Kimberly Bragg, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL KIMBERLY BRAGG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES AUG. 11, 2000

no St Paul

POWER OF ATTORNEY

Seaboard Sursty Company St. Paul Fire and Marine Insurance Company St. Paul Gourdian Insurance Company St. Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc.

24102

Power of Attorney No.

Certificate No. 1982458

KNOW ALL MEN BY THESE PRESENTS: That Scaboard Surety Company is a corporation duty organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company. St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duty organized under the laws of the State of Mingusota, and that United Series Fidelity and Guaranty Company is a corporation duty organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Company is a corporation duty organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwinters, Inc. is a corporation duty organized under the laws of the State of University Insurance Underwinters, Inc. is a corporation duty organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do bereby male, constitute and appoint

James A. Cuthbertson, Susan A. Welsh, Susan J. Preikas, Sendra Martinez, Kathleen J. Mailes, Linda Iser, Kanen Daniel, Robert E. Duncan, Patricia Thurmond, Geoffrey E. Heekin, Marcia K. Cosafisky, Daniel R. Smith, Joellen M. Mendoza and Patricia M. Doyle

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| each in their s | other written | Ingresorate In t | he auture thereof on beh | ign its name as surety in, and to a alf of the Companies in their but dentalings adjusted respectfulted | since of guaranteeing the | fidulity of persons, gas | rentesing the |
| 200 | | | | -411 2 VIII | 116 | November | 2003 |
| IN WITNES | S WHEREOF | , the Companies | have caused this instrum | 1 | day of | | |
| | | St. Paul F | Surety Company tre and Marine Insufair mardian Insurance Com lexenty Insurance Com- | Delias Carpania | nited States Fidelity and i delity and Guaranty Insu- delity and Guaranty Insu- | rance Company | nc. |
| | | an tent | P. 6.7 | CHO OFT | N | CX | |
| 1927 | | - | | | 931 | HETER W. CARMAN, | Vice President |
| | | | | | - Thom | es E. Xul | yt- |
| State of Mary City of Baltin | | | | | THOM | as e. Huibrecter, Ani | rises Secretary |
| On this | 11th | day of | Nevember | 2003 before ms, the | undersigned officer, person | nally appeared Peter W. | Carman and |
| Thomas E. H. Marine Insure Gueranty Insu- sald Compani | erce Company, masco Compan les; and stat th | St. Paul Guardi | en Insurance Company, & and Gueranty Insurance (ng suthorized so to du, c | a President and Assistant Socreta St. Paul Maccory Insurance Comp Joderwriters, Inc.; and that fire ac- secuted the foregoing Instrument | ry, respectively, of Scaboa: ery, United States Fidelity als affixed to the foregoing | nd Surety Company, St. and Generalty Company I Instrument are the com | Paul Fire and Fidality and nomic scale of |
| | | | | None | Lesus | to early - troke | la |
| In Metions M | Thereof, I horo | unto set my han | d and official scal. | S PLEASE S | | | |
| My Commissi | on expires the | lat day of July. | 2006. | See 16 | MESSICE | CA BASLBY-ONDKALA, I | Noney Public |

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Bugals of Directors of Senboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Quardian Insurance Company, St. Paul Microscy Insurance Company, United States Fidelity and Guaranty Company, Edelity and Guaranty Insurance Company, and Edelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and supply insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pitruant to a Power of Attorney Issued in accordance with these resolutions. Said Fower(s) of Attorney for and on behalf of the Company may and shall be executed in the hame and on behalf of the Company, of ther by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Corapany may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in Pact for purposes only of executing and successing bands and undertakings and other writings obligatory in the nature thereof, and are just to any limitations act forth therein, any such Power of Attorney or certificate bearing such facalmile signature or facalmile seal shall be valid and biseling upon the Company, and any such power so executed and certified by such facaimile signature and facaimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly smached; and

RESOLVED FURTHER, that Attorney(s)-in-Fect shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attimey issued them, to execute and deliver on behalf of the Company and to attach the scal of the Company to any used all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be at binding upon the Company as if signed by an Executive Officer and scaled and anested to by the Secretary of the Company.

I, Thomas R. Hulbregue, Assistant Secretary of Scaboard Sursty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and affect and has not been revoked.

DI TESTIMONY WHEREOF, I bereature set my band mis 1646. March











Thomas B. Huibrogue, Assistant Secretary

To verify the authenticity of this Fower of Attorney, call 1-200-civilists and the details of the bond to which the policy is appointed to the place refer to the Power of Attorney number, the above-married to the details of the bond to which the policy is appointed.

VERIFICATION CERTIFICATE FOR INDEPINITE TERM SURETY BOND

| THIS IS TO CERTIFY that Bond | No. 400KAS | 490 | by NSU | ANCE COMPANY |
|--|--------------|----------------|------------------|--------------------|
| | _, dated _ | 8/1/2001 | , in the a | emount of |
| Fifty Three Million Mine Haindred Four | Thousand sed | ogrsog Dollars | (\$53 004 000 DO | on behalf of |
| MOBAIO FERTRIZER ILO | | | | as Principal) in |
| lavor of HILLSBOSOLIGH COLINTY, FLI | ORDA | | | (85 |
| Obligos), covers a term which be cancellation of said band or of remains in effect, subject to all its | her legal t | ermination | thereof; and | that the said bond |
| Signed, Sealed and Deted | 1-20-14 | | - 1 | |

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 20th day of January, 2014 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free set and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

TARRING THIS POWER OF ATTORNEY E INVALID WITHOUT THE RED BORDER

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POWER OF ATTORNEY

Paratagion Causally Company Fidelity and Gustaniy Insurance Campany Fidelity and Gustaniy Insurance Underwitten, Inc. St. Faul Fire and Ofcelor Inversace Company 51. Paul Guardhen Insurance Campany

St. Paul Diercary Insurance Company Travelers Castalty and Streety Company Travelers Castalty and Society Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No. 227503

Cartificata No. 005748970

KNOW ALL MEN BY THESE PRESENTS: Tou Fermington Company, St. Paul Fire and Marine Laurences Company, St. Paul Councils Insurance

| Debra J. Boyle, Diano M. C Sandra M. Winsted, Sandra | Mewy, Geolficy 5. M. Nowok, Suzan | . Hockin, James A. Welsh, Melis | B. McTaggart, Jo and L. Fortler, and | meifer L. Jakein Derek Elston | n, Iudish A. Lon | ky-Enimov. Ric | chard A. Moore Jr. |
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| IN WITNESS WHEREOF, the Juneary | Companies have caus | ed this instrumen | t to be signed and t | keir corporate aesi | s to be benefo add | ixed, Ibis | 2au |
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| On this the 2nd be the Senior Vice President of Fa Pero and Musice Insurance Comp Canualty and Servey Company of assurances for the purposes there | eny. St. Poul Guardiso America, and United | i Source Fidelity a | end Gueranty Insti pany, St. Paul Mets all Gueranty Comp | robos Company, P vvry Insurance Co vany, and that be, | idelly and Ounce appeny, Terroless as such, being an | nty Lieurence Und Convolvy and Sure disprized by so do, | by Company. Travel |
| In Witness Whereof, I hereunto My Commission expires the Yoth | | ties mad | CAN THE PARTY OF T | | - Ta/6 | ture C Termandir, No | stream le |

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORNER

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Automory is grassed under and by the substity of the following resolutions adopted by the Searchs of Obertons of Fermington Casualty Company, Fidelity and Customy insurance Company, Fidelity and Customy insurance Company, St. Paul Fire and Misries Deutstance Company, St. Paul Guerante Company, St. Paul Guerante Company, Travelers Casualty and Streety Company of America, and United States Fidelity and Gueranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chaliman, the President, any Vice Chairman, any Resource Vice President, any Vice President, the Technical Technical

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Biscultve Vice President, any Sorder Vice President of any Vice President may delegate all or any part of the furegoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

PURTHER RESOLVED, that may bond, recognizance, contract of indometry, or writing obligatory in the sature of a bond, recognizance, or consistent undertaiding shall be valid and binding upon the Company when (a) signed by the President, may Vice Chalman, my Secretary Vice President, and Secretary and duly amended and assist with the Company's and by Secretary and duly amended and assist with the Company's and by a Secretary or Assistant Secretary; or (b) duly executed (under said, if required) by one or more Altererys in-Pact and Agents pursuant to the power prescribed in his or her instificate on their contineous of authority or by one or more Company officers pursuant to a writing datagration of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: Predictor, any Executive Vice Predictor, any Societary, any Assistant Secretary, and the real of the Company raty the afficient by fundation any Power of Alterney or to any cartificiate robusing thereto appointing Resident Vice Predictor, and the real of the Company raty the afficient by fundational phonon opening Resident Vice Predictor, Resident Recretaries of Amonthy-in-Fact for partners only of executing and signature or free instance with respect to the actual beauting so that the resident seal and such forms of Alterney or cartificate beauting such factionally signature and factional such factional seal shall be valid and binding upon the Company and any such power to occupied and terrificial by such factional seal shall be valid and binding on the Guine with respect to any bond or understanding to which it satisfacts.

J. Revin E. Haghes, the undersigned, Assistant Secretary, of Farmington Casasity Company, Ridellty and Charmony Insurance Company, Fidelity and Charmony Insurance Underswriters, Inc., St. Paul Fire and Marine Lasvance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casasity and Surety Company of America, and United Surety Fidelity and Company to heachy certify that the above and foragraphy is a later and correct copy of the Power of Altorney exercises by said Companies, which is in full force and served and has not been revoked.

IN TESTIMONY WHEREOF, I have increased set may been and affirmal the reals of said Companies this

Korn E. Kypos, Assessed Sections



















To verify the authenticity of this Power of Attenney, call 1-800-02.1-3800 or cominct its at wavelength and com. Plents rafer to the Attenney-in-Port number, the above-moned individuals and the details of the bond to which the power is attached.

EXHIBIT B (Corporate Guarantee)

CORPORATE GUARANTEE

THIS Corporate Guarantee made and entered into this ____ day of ______, by The Mosaic Company d/b/a The Mosaic Company of Delaware, a Delaware corporation, hereinafter referred to as "MC", on behalf of Mosaic Fertilizer, LLC (f/k/a Mosaic Phosphates Company) hereinafter referred to as "MOSF", in favor of Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, MOSF is a Delaware limited liability company that is a wholly owned subsidiary of MC; and

WHEREAS, on March 23, 1995, the County, relying upon Section 8.02.00 of Article 8 of the Hillsborough County Land Development Code (hereinafter referred to as the "Phosphate Mining Regulations"), adopted Resolution 95-062 approving MOSF's Operating Permit and Master Mining and Reclamation Plan for the Hillsborough County Mines, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on June 23, 1982, the County adopted Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan for MOSF's Hopewell Mine, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on March 29, 1976, the County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-MINE-3, including the Big Four Mine Mining and Reclamation Plan, and Rezoning Petition 75-189 for the big Four Mine, copies of which, as amended, are on file with the County and are incorporated herein by reference; and

WHEREAS, on October 8, 1996, the County adopted Resolution No. 96-256 which, among other things, approved and recognized MOSF as the owner and developer of the Big Four Mine, but maintained Mobil Oil Corporation's financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine was transferred to MOSF; and

WHEREAS, on May 22, 2001, the County adopted Resolution No. R01-104, which, among other things, transferred the Big Four Mine Operating Permit to MOSF; and

WHEREAS, on March 11, 2008, Hillsborough County Board of County Commissioners approved Resolution 08-047, which added approximately 1,540 acres to form the Hillsborough County Mines Addition Area -- DRI #263 (hereinafter "DRI #263 Addition Area Phase"); removed approximately 7,251.5 acres from the Lonesome and Four Corners Mine boundaries; added a mine infrastructure corridor, revising mining plans and incorporated clay settling area siting plans conceptually approved by the Environmental Protection Commission of Hillsborough County on April 26, 2005 and July 7, 2005, revised reclamation plans reflecting these changes as well as the reclamation already completed in the DRI #213 area; updated DRI #213 Development Order conditions already satisfied or no longer applicable; updated the approved methods for transporting

product between the mines and plants; and updated product shipment destination points and deletion of certain destination points and route segments; and

WHEREAS, on August 10, 2010, Hillsborough County Board of County Commissioners approved Resolution 10-113, which added approximately 75 acres through a Notice of Proposed Change ("NOPC") for the Hillsborough County Mines Development of Regional Impact DRI #263, previously owned by Kathy Surface (hereinafter referred to as the "Surface Parcel"), and

WHEREAS, on February 7, 2023 the County approved MOSF's Financial Responsibility for the period 2022-2023 for Hillsborough County Mines, Big Four Mine and Hopewell Mine; and

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by the County; and

WHEREAS, the Phosphate Mining Regulations Section 8.02.02.B.6. requires MOSF to enter into a contract with the Board of County Commissioners guaranteeing the performance of MOSF's reclamation operations and the performance of MOSF's proposed settling or thickening pond dams, spillways or other outlet structures, and establishing liquidated damages to be paid the County in the event of any breach of said contract; and

WHEREAS, Section 8.02.10 of the Phosphate Mining Regulations requires the MOSF to provide the County with satisfactory evidence of financial responsibility; and

WHEREAS, the County has agreed that MOSF may satisfy a portion of its financial responsibility through provision of this Corporate Guarantee from MC; and

WHEREAS, MC agrees to provide such Corporate Guarantee to meet a portion of MOSF's financial responsibility requirements as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits set forth herein, MC agrees as follows:

- 1. In consideration for the County's issuance to MOSF of authorization to proceed with mining operations pursuant to approved mining and reclamation plans, MC submits this Corporate Guarantee in the amounts set forth in section 3 below to satisfy a portion of MOSF's financial responsibility for its mining operations at the Hillsborough County Mines, Hopewell Mine, and Big Four Mine.
- 2. This Corporate Guarantee, not to exceed the amounts set forth in section 3 below, applies solely to the following obligations undertaken or incurred by MOSF under the approved Mining and Reclamation Plans for MOSF's Hillsborough County Mines, Hopewell Mine, and Big Four Mine, under the applicable County Phosphate Mining Regulations and under any written agreement between the County and MOSF regarding the matters listed below:
 - a) Costs and expenses to complete reclamation for any areas that MOSF is obligated to reclaim but does not reclaim under the approved Mining and Reclamation Plans; and

- b) Costs of cleanup of any pollutants released by failure of any settling or thickening pond, dam, spillway, or other outlet structure and for damages to public lands and waters caused thereby.
- 3. MC's obligations under this Corporate Guarantee shall be in an amount up to \$10,454,465. The amount shall be based upon the following calculation:
 - a) \$7,206 per acre at 1,450.8 acres of EPC wetland mitigation that has been constructed but not yet released = \$10,454,465.
- 4. This Corporate Guarantee is solely for the benefit of the County. There are no third-party beneficiaries of this Corporate Guarantee. The obligations of MC under this Corporate Guarantee may not be assigned without prior consent.
- 5. The remedies available to the County under this Corporate Guarantee are in addition to any other remedies available under local, state or federal law, regulation, or agreement. The promises made by MC shall not be interpreted to abrogate or limit any rights of MC or MOSF to assert available and appropriate defenses to the underlying obligations under applicable local, state or federal law, regulation, or agreement.
- 6. This Corporate Guarantee shall not be affected by the County's failure or delay to enforce any of its rights hereunder provided.
- 7. The obligations of MC under this Corporate Guarantee shall not be interpreted to abrogate or limit any rights of MC or MOSF to obtain subrogation or indemnity from any person, corporation or other entity. However, the exercise of any right of subrogation by MC shall not operate to delay or otherwise affect the enforcement of the County's right under this Corporate Guarantee.
- 8. This Corporate Guarantee shall become effective and the prior year's Corporate Guarantee shall become null and void upon (i) execution of the MC 2023-2024 Corporate Guarantee by the County and (ii) surrender of the prior Corporate Guarantee from the County to MC. Upon the submission and acceptance of MOSF's next Annual Report, a new Corporate Guarantee shall be submitted, if necessary, designating the amount computed for financial responsibility for the following operating year pursuant to the terms of the Phosphate Mining Regulations.
- 9. Amendments to this Corporate Guarantee can only occur in accordance with the terms of the Hillsborough County Land Development Code or by written agreement of the parties hereto.
- 10. This Agreement is made in the State of Florida and shall be governed by Florida Law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. Hillsborough County, Florida, shall be proper venue for any litigation involving this Agreement.

| 11. If any article, section, clause or provision of this Agreement is deemed or held invalid by any Court of competent jurisdiction, for any reason or cause, it shall not affect or invalidate the remainder of this Agreement nor any other provision hereof. | |
|---|--|
| This space intentionally left blank | |

IN WITNESS WHEREOF, MC has caused this Corporate Guarantee to be executed and delivered as of the day and year first above written.

| | The Mosaic Company, d/b/a The Mosaic Company of Delaware Address: 101 E. Kennedy Boulevard, Suite 2500 Tampa, FL, 33602 |
|--|--|
| | By Name: Clint C. Freeland Title: Senior Vice President and Chief Financial Officer |
| ATTEST: | By Name: Ok Azie Title: Vice President and Treasurer |
| STATE OF FLORIDA COUNTY OF HILLSBOROUGH | |
| | • |
| | Signature of Notary |
| | Print or type Commissioned Name of Notary Public |
| Personally Known OR Produced Identification Type of Identification Produced: | |
| ATTEST: Cindy Stuart, Clerk of the Circuit Court | Hillsborough County Board of County Commissioners |
| By: Deputy Clerk | By: |
| Approved by County Attorney as to form and legal sufficiency | |
| By:Assistant County Attorney | - |

CERTIFICATE OF INCUMBENCY

The undersigned Phil Bauer, the duly elected and acting Corporate Secretary of The Mosaic Company d/b/a The Mosaic Company of Delaware, a Delaware corporation (the "Company"), hereby certifies on behalf of the Company that the following person is a duly elected officer of the Company holding the office set forth opposite his name, and that the signature opposite the name and title of such officer is genuine and said officer has authority to execute the Financial Responsibility Agreement on behalf of said Company.

| <u>Name</u> | <u>Title</u> | Signature |
|-------------------|--------------------|-----------|
| Clint C. Freeland | Senior Vice | |
| | President and | |
| | Chief Financial | |
| | Officer | |
| Ok Azie | Vice President and | |
| | Treasurer | |

| IN WITNESS WHEREOF, I hav day of, 2023. | e hereto set my hand and the seal of said Company this |
|--|---|
| | D |
| | By: Phil Bauer |
| | Senior Vice President, General Counsel and Corporate Secretary |
| STATE OF FLORIDA COUNTY OF HILLSBOROUGH | |
| notarization thisday of Chief Financial Officer, Phil Bauer, Senior | ed before me by means of \square physical presence or \square online, 2023, by Clint C. Freeland, Senior Vice President and Vice President, General Counsel and Corporate Secretary, and saic Fertilizer, LLC, a corporation authorized to conduct business ration. |
| | Signature of Notary |
| | Print or type Commissioned Name of Notary Public |
| Personally Known OR Produced Identificati Type of Identification Produced: | |

EXHIBIT C

(Environmental Liability Insurance)

UPDATED LIABILITY INSURANCE TO BE PROVIDED UPON RENEWAL ON OR BEFORE 10/22/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 10/31/2022

3,000,000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| CONTACT Willis Towers Watson Certificate Center | | |
|---|--|--|
| Ter-unital | | |
| E-MAIL ADDRESS: certificates@willis.com | | |
| INSURER(S) AFFORDING COVERAGE | | |
| INSURER A: Old Republic Insurance Company | | |
| INSURER B: Lexington Insurance Company | | |
| INSURER C: Everest Reinsurance Company | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F: | | |
| | PHONE [A/C. No. Ext]: 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com INSURER(S) AFFORDING COVER INSURER A: Old Republic Insurance Compa INSURER B: Lexington Insurance Compa INSURER C: Everest Reinsurance Compa INSURER D: INSURER D: | |

REVISION NUMBER COVERAGES CERTIFICATE NUMBER: W26547146 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP INSR TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WYD 3,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) 5 MWZY 308509 21 10/22/2021 10/22/2024

3,000,000 PERSONAL & ADV INJURY S 6,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE S 3,000,000 X POLICY PRODUCTS - COMP/OP AGG S 5 OTHER: OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) 5 SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) 5 AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) 5 AUTOS ONLY AUTOS ONLY \$ X UMBRELLALIAB 10,000,000 × OCCUR **EACH OCCURRENCE** S B **EXCESS LIAB** 62785265 10/22/2022 10/22/2023 10,000.000 AGGREGATE CLAIMS-MADE 5 S DED RETENTION \$ WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 3,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT No N/A MWC 314150 22 10/22/2022 10/22/2023 3,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hillsborough County, a political subdivision of the state of Florida is included as Additional Insureds as respect to General Liability Policy and to meet the requirement of section 8.02.02.D.6 of the Hillsborough County Land Development Code.

B080119782U22

Umbrella/Excess Follows Form.

f yes, describe under DESCRIPTION OF OPERATIONS below

Excess Liability

| CERTIFICATE HOLDER | CANCELLATION | | |
|--|--|--|--|
| Hillsborough County BOCC | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| County of Hillsborough, State of Florida Planning & Growth Management Dept. 601 East Kennedy Boulevard, 19th Floor | Authorized Representative | | |

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E.L. DISEASE - POLICY LIMIT

10/22/2022 10/22/2023 See Attached

| NAMED INSURED: The Mosaic Company US CARRIER SCHEDULE EFFECTIVE 10/22/2022 to 10/22/2023 | | | |
|---|-------------------------------------|----------------|--------------|
| Insurer | Policy Number | Layer | Capacity |
| Excess Liability | | | |
| Lexington Insurance Company (subsidiary of AIG Europe Ltd) | 62785265 | Primary \$10M | \$10,000,000 |
| Lloyd's (Everest Reinsurance Company) | B080119782U22 | \$15M xs \$10M | \$15,000,000 |
| Lloyd's (Hiscox Excess Liability Consortium 9330, INIGO & AXAXL Insurance) | B080120924U22 | \$25M xs \$25M | \$10,000,000 |
| Bermuda | See Attached Additional Certificate | | \$5,000,000 |
| Bermuda | See Attached Additional Certificate | | \$10,000,000 |
| | | y III. | \$50,000,000 |

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy; or
- 2. The coverage and/or limits required by said contract or agreement.

GL 569 006 1013

Endorsement #2

This endorsement effective 12:01 a.m. 22nd October 2022

forms a part of policy No. 62785265

issued to The Mosaic Company

By: American International Group UK Limited

Commercial Umbrella Liability Policy with CrisisResponse®

Named Peril and Time Element Pollution Self-Insured Retention Endorsement (Products-Completed Operations Hazard Version)

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph Q. Pollution is deleted in its entirety and replaced by the following:

Pollution

This insurance does not apply to:

- Any Bodily Injury, Property Damage or Personal Injury and Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants anywhere at any time;
- Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
- Any loss, cost or expense arising out of any claim or Suit by or on behalf of a
 governmental authority for damages because of testing for, monitoring, cleaning up,
 removing, containing, treating, detoxifying or neutralizing, or in any way responding to,
 or assessing the effects of Pollutants.

However, Paragraph 1 of this exclusion will not apply to **Bodily Injury** or **Property Damage** arising out of:

- Any discharge, dispersal, seepage, migration, release or escape of Pollutants directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of a railcar or an Auto or Mobile Equipment or aircraft; or
- ii. Any discharge, dispersal, seepage, migration, release or escape of Pollutants and included within the Products-Completed Operations Hazard provided that Your Product or Your Work has not at any time been:
 - (a) discarded, dumped, abandoned, thrown away; or
 - (b) transported, handled, stored, treated, disposed of or processed as waste;

by anyone; or



- iii. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:
 - (a) It was accidental and neither expected nor intended by the Insured. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of Pollutants was a result of an attempt by the Insured to mitigate or avoid a situation where substantial third party Bodily Injury or Property Damage could occur;
 - (b) It was demonstrable as having commenced on a specific date during the Policy Period;
 - (c) Its commencement became known to the Insured within twenty (20) calendar days;
 - (d) Its commencement was reported in writing to us within eighty (80) calendar days of becoming known to any officer of the Insured; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an Occurrence, claim or Suit; or any Insured authorized or responsible to report the commencement; and
 - (e) Reasonable effort was expended by the Insured to terminate the discharge, dispersal, seepage, migration, release or escape of Pollutants as soon as conditions permitted; or
- iv Bodily Injury sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

- Any site or location principally used by the **Insured**, or by others on the **Insured's** behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material, <u>however</u>, for **Bodily Injury** or **Property Damage** arising out of subparagraph iii above, this provision i. will not apply to clay settling ponds, salt tailings, tailing ponds, or gyp stacks;
 - ii. Any fines or penalties;
 - iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
 - iv. Acid rain or acid runoff; however, nothing in this Clause shall exclude coverage for liability arising out of the **Insured's** phosphate operations that meet the criteria of the clauses outlined in this Endorsement within the periods specified herein, including knowledge to the **Insured** within twenty (20) days and reported in writing within eighty (80) days;
 - Clean-up, removal, containment, treatment, detoxification or neutralization of Pollutants situated on premises which the Insured owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said Pollutants; or

vi. Any Bodily Injury, Property Damage or Personal Injury and Advertising Injury, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants in knowing violation of or non compliance with governmental permits.

For the purpose of this endorsement only, the SELF-INSURED RETENTION in ITEM 5. of the DECLARATIONS, is amended to include the following additional provision:

US\$ 3,000,000 Each Occurrence (General Liability – USA and Canada) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

US\$ 1,000,000 Each Occurrence (Foreign General Liability – excluding USA, Canada, Brazil and Peru) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

US\$ 20,000,000 Each Occurrence (General Liability – Brazil) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

US\$ 5,000,000 Each Occurrence (General Liability – Peru) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

US\$ 100,000,000 Each Occurrence for 21-40 seats / US\$ 50,000,000 Each Occurrence for 20 seats or less (Aircraft Liability) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of Pollutants covered under this endorsement). This Self-Insured Retention will not be reduced by Defense Expenses.

US\$ 110,000,000 Each Occurrence (Watercraft Liability) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

The above Self-Insured Retention applies whether or not there is any available Scheduled Underlying Insurance or Other Insurance. If there is Scheduled Underlying Insurance or Other Insurance applicable to a Loss, amounts received through such Scheduled Underlying Insurance or Other Insurance for payment of the Loss may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such Scheduled Underlying Insurance or Other Insurance for the payment of Defense Expenses reduce the above Self-Insured Retention.

For the purpose of this endorsement only, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured** until the above **Self-Insured Retention** is exhausted by payment of **Loss**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For the purpose of this endorsement only, Section VII. DEFINITIONS is amended to include the following additional definition:

Defense Expenses means a payment allocated to defend a specific Suit, including but not limited to:

- 1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- 2. Premiums on bonds to release attachments;
- 3. Premiums on appeal bonds required by law to appeal any claim or Suit;
- 4. Court costs taxed against the Insured in any Suit;
- 5. Pre-judgment interest awarded against the Insured; and
- 6. Interest that accrues after entry of judgment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

