



## Agenda Item Cover Sheet

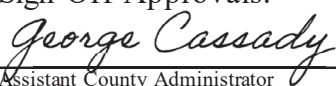
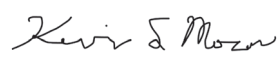
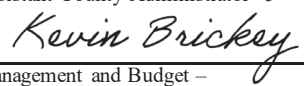
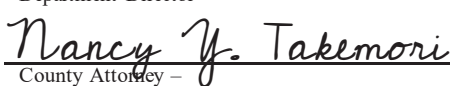
Agenda Item No. \_\_\_\_\_

Meeting Date October 10, 2024

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: 2023-2024 Financial Responsibility Agreement between Hillsborough County and Mosaic Fertilizer, L.L.C.			
Department Name: Environmental Services Division			
Contact Person: Kim Cruz		Contact Phone: (813) 276-8370	
Sign-Off Approvals:			
 Assistant County Administrator		 Department Director	
9/29/2023		9/28/2023	
 Management and Budget –		 County Attorney –	
9/25/23		9/25/2023	
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).



#

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](http://www.mosaicco.com) under the category of Investors.

Please do not hesitate to contact me at [Laura.Morris@mosaicco.com](mailto:Laura.Morris@mosaicco.com) should you have any questions or need additional information regarding the enclosed.

Sincerely,

*Laura Morris*

Laura Morris, PWS  
Supt. Permitting and Reclamation Compliance  
Mosaic Fertilizer, LLC

#### 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)

A. Financial Responsibility Prior to July 1, 2023			
I.	Acres Mined and Not Reclaimed Through Permanent Re-vegetation		
a.	Lands Mined (less b., c. & d.)*		
	Hillsborough County Mines	13,060.9	
	Hopewell	539.4	
	Big Four	<u>0.0</u>	
	Sub-total	13,600.3	
	13,600.3 X \$7,206		\$98,003,762
b.	Reclamation Complete Through Permanent Re-vegetation and in One Year Establishment		
	Hillsborough County Mines	294.6	
	Hopewell	0.0	
	Big Four	<u>0.0</u>	
	Sub-total	294.6	
	294.6 X \$360		\$106,056
c.	Reclamation complete Beyond One-Year Establishment Period		
	Hillsborough County Mines	6,754.0	
	Hopewell	582.4	
	Big Four	<u>5.0</u>	
	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	
	1,450.8 X \$7,206		\$10,454,465
II.	Largest Capacity Clay Settling Area (F-4 Above Ground Pond – Design Capacity 43,000 ACFT) 43,000 X \$1,000		
			\$43,000,000
	ESTIMATED TOTAL LIABILITY TO JULY 1, 2023		\$151,564,283
B. Estimated Financial Responsibility July 1, 2023 to June 30, 2024			
I.	Area to be Mined		
	Hillsborough County Mines	104.3	
	Hopewell	0.0	
	Big Four	<u>0.0</u>	
	Sub-total	104.3	
	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 IMC Fertilizer, Inc.), hereinafter referred to as “MOSF”, and Hillsborough County, a political subdivision 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

Title: Senior Vice President and Chief Financial Officer

Address: 101 E. Kennedy Boulevard, Suite 2500  
Tampa, FL, 33602

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Clint C. Freeland, Senior Vice President and Chief Financial Officer of Mosaic Fertilizer, LLC, a corporation authorized to conduct business in the State of Florida, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

ATTEST: Cindy Stuart, Clerk of the  
Circuit Court

Hillsborough County  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

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

IN WITNESS WHEREOF, I have hereto set my hand and the seal of said Company this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Phil Bauer  
Senior Vice President, General Counsel  
and Corporate Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Clint C. Freeland, Senior Vice President and Chief Financial Officer, and Phil Bauer, Senior Vice President, General Counsel and Corporate Secretary, of Mosaic Fertilizer, LLC, a corporation authorized to conduct business in the State of Florida, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
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***

***2023-24 BOND RIDER PLACEHOLDER***

## RIDER

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**, 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

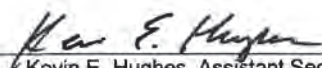
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Vice President, any Assistant 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 **23rd** day of **February**, 2023.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## R I D E R

To be attached to and form part of:

Bond Number	<u>400KA3490</u>
dated	<u>September 24, 2001</u>
issued by the	<u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>
in the amount of	<u>\$83,328,755.20</u>
on behalf of	<u>MOSAIC FERTILIZER, LLC</u> (Principal)
and in favor of	<u>HILLSBOROUGH COUNTY, FLORIDA</u> (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**

**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

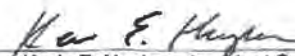
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 Vice President, any Assistant 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

10<sup>th</sup> day of December 2021
  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**R I D E R**

To be attached to and form part of:

Bond Number	400KA3490
dated	September 24, 2001
issued by the	<u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>
in the amount of	<u>\$81,407,384.60</u>
on behalf of	<u>MOSAIC FERTILIZER, LLC</u> (Principal)
and in favor of	<u>HILLSBOROUGH COUNTY, FLORIDA</u> (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)

By: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By: \_\_\_\_\_

Sandra M. Winsted, Attorney-in-Fact

**TRAVELERS**

**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, Illinois, 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, 2017.



State of Connecticut

City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior 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*  
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 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 Vice President, any Assistant 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 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 31 day of March 2021



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

## R I D E R

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

and in favor of      (Principal)  
                          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)

By: \_\_\_\_\_

Sandra M. Winsted, Attorney-in-Fact

**TRAVELERS****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, Illinois, 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, 2017.



State of Connecticut

City of Hartford ss.

By:

  
Robert L. Raney, Senior 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 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 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 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

day of

June 2020

  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact 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 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, Sealed & Dated this 12th day of March, 2019.

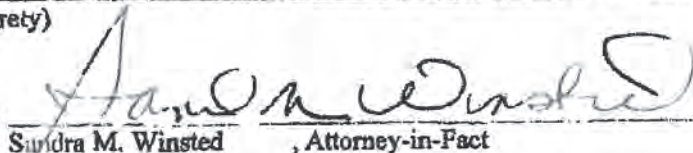
MOSAIC FERTILIZER, LLC  
(Principal)

By: \_\_\_\_\_



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By: \_\_\_\_\_

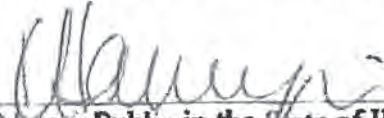
  
Sandra M. Winsted, Attorney-in-Fact

## ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF KANE

On this 12<sup>th</sup> 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**

**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, Illinois, 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, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior 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. Teiresa  
Marie C. Teiresa, 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 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 appointees 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 Vice President, any Assistant 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 undertaking 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 12 day of March 2019



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3580.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

## RIDER

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 PHOSPHATES 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)

By: Courtney Matton

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

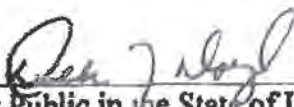
By: Sandra M. Winsted  
Sandra M. Winsted, Attorney-in-Fact

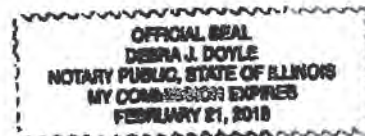
## ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 31<sup>st</sup> 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



**TRAVELERS****POWER OF ATTORNEY**

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty 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, St. Paul Mercury 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 corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Christina L. Sandoval, Linh Eck, and Jessica B. Dempsey

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 to 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 27th day of April, 2017

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*Robert L. Ransy*  
 Robert L. Ransy, Senior Vice President

On this the 27th day of April, 2017, before me personally appeared Robert L. Ransy, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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*  
 Marie C. Tetreault, Notary Public

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 Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety 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, 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 such 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 Vice President, any Assistant 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 undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty 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 Companies, which is in full force and effect and has not been revoked.

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

31 day of July .20 17

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.

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

**RIDER**

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 PHOSPHATES 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:     \$53,856,798.00**

**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

By: Cathy Mattara  
(Principal)  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By: Sandra M. Winsted  
Sandra M. Winsted, Attorney-in-Fact

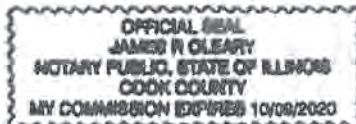
**ACKNOWLEDGEMENT BY SURETY**

**STATE OF ILLINOIS  
COUNTY OF COOK**

On this 20<sup>th</sup> 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



**TRAVELERS****POWER OF ATTORNEY**

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-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 Mercury 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 corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakubis, Judith A. Lucky-Efimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Christina L. Sandoval, Linh Eck, and Jessica B. Dempsey

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 15th day of September, 2016

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 15th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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. Tetraault*  
 Marie C. Tetraault, Notary Public

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 Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety 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, 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 Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile in 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 undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty 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 Companies, which is in full force and effect and has not been revoked.

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

20<sup>th</sup> day of December, 2016

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.

**R I D E R**

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 PHOSPHATES 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)

By: 

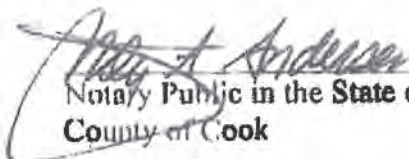
Sandra M. Winsted, Attorney-in-Fact

## 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



**TRAVELERS****POWER OF ATTORNEY**

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-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, 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 corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Efimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Christina L. Sandoval

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 20th day of May, 2015.

Farmington Casualty 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 Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Roney  
 Robert L. Roney, Senior Vice President

On this the 20th day of May, 2015, before me personally appeared Robert L. Roney, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

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 Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety 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, 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 each 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 appointees 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 Vice President, any Assistant 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 undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty 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 Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11 day of February, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersna.com](http://www.travelersna.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.

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

## 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

By: [Signature]  
(Principal)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
(Surety)

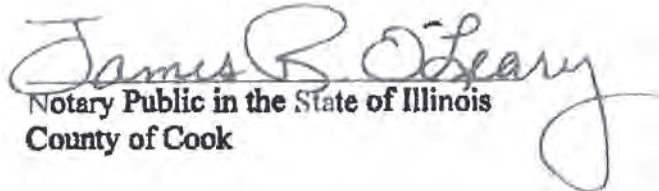
By: [Signature]  
Sandra M. Winsted, Attorney-in-Fact

**ACKNOWLEDGEMENT BY SURETY**

**STATE OF ILLINOIS  
COUNTY OF COOK**

On this 28<sup>th</sup> 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



## POWER OF ATTORNEY

TRAVELERS J

Farmington Casualty 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 Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227874

Certificate No. 006013068

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, 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 corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Ertimov, Sandra M. Wiasted, Sandra M. Nowak, Susan A. Welsh, and Melissa L. Fortler

of the City of Chicago State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditions, 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 6th day of August, 2014.

Farmington Casualty 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 Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Ramey  
Robert L. Ramey, Senior Vice President

On this the 6th day of August, 2014, before me personally appeared Robert L. Ramey, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 hereto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Theriault  
Marie C. Theriault, Notary Public

**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 Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety 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, 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 appointees 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 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 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 undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty 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 Companies, which is in full force and effect and has not been revoked.

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

28 day of October, 2014

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.

## 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 95-082 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 obligee, hereby supersedes and exonerates all liability under the prior Bond No. 400KA3490 filed by \_\_\_\_\_ as principal. dated 9/24/99.

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, 1996, 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 surety 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 mail certified check drawn on behalf of the Board of County Commissioners at 601 East Kennedy Boulevard, 2<sup>nd</sup> 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-bounded parties have caused this instrument to be executed in their respective names and their corporate seals to be hereunto affixed this 18<sup>th</sup> day of July, 2001.

WITNESS

IMC PHOSPHATES COMPANY

BY: Imena GULU

BY: [Signature]

Title: Vice President, IMC Phosphates N.P.C.  
Managing Partner  
IMC Phosphates Company

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18 day of July, 2000, by Robert M. GULU (name of officer or agent) Vice President (title) of IMC PHOSPHATES N.P.C. (name of corporation acknowledging), a Delaware (state/place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification and did (did not) take an oath.

[Signature]  
Signature  
MAKSHA T. VAUGHN  
Name (typed, printed or stamped)  
NOTARY PUBLIC  
Title

WITNESS

ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY

BY: *[Signature]*

BY: *[Signature]*  
SUSAN A. WELSH, ATTY-IN-FACT

(Attach written authorization to execute on  
behalf of Surety)

ACKNOWLEDGMENT:

STATE OF ILLINOIS  
COUNTY OF COOK

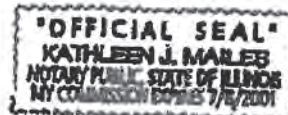
The foregoing instrument was acknowledged before me this 1st day of June, 2001, by  
Susan A. Welsh as Attorney-in-Fact of St. Paul Fire and Marine Insurance Company  
(Surety). Malles is personally known to me.

*[Signature]*  
Signature

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

Notary  
Title

Approved by County Attorney  
By: *[Signature]*  
Approved as to form and  
legal sufficiency.



**The St Paul**

**POWER OF ATTORNEY**

Seaboard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

22339

Certificate No.

789353

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly 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 duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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

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

Chicago

Illinois

of the City of \_\_\_\_\_, State of \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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 sealed this 8th day of January, 2001

Seaboard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
City of Baltimore

*John F. Phinney*  
JOHN F. PHINNEY, Vice President

*Thomas E. Huibregtse*  
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 8th day of January, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 13th day of July, 2002.



*Rebecca Basley-Onokala*

REBECCA BASLEY-ONOKALA, Notary Public





St. Paul Fire and Marine Insurance Company

License No. N/A

**RIDER**

To be attached to and form part of Bond No. 288KA2496

Issued on behalf of IMC Phosphate Company as Principal, and in favor of County of Hillsborough, Florida as Obligee.

It is agreed that:

- ☒ 1. The Surety hereby gives its consent to change the Name:

from: IMC Phosphate Company  
to: Mosaic Phosphate Company

- ☐ 2. The Surety hereby gives its consent to change the Address:

from:  
to:

- ☐ 3. The Surety hereby gives its consent to change the \_\_\_\_\_

from:  
to:

4. This rider shall become effective as of March 21, 2005

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated March 21, 2005

St. Paul Fire and Marine Insurance Company

By: [Signature]  
\_\_\_\_\_  
Attorney-in-Fact

Accepted: \_\_\_\_\_  
Obligee

or Mosaic Phosphate Company  
\_\_\_\_\_  
Principal

By: \_\_\_\_\_

By: [Signature]

## POWER OF ATTORNEY

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

24315

**2074299**

David C. Baker, David C. Butler, Bruce M. Butler, Carol F. Tinsford, Susan M. Brown, Abby M. Kowitz, Grant V. Kessel, Gill Strickland, Edmund L. Thompson, Andrew J. Walling, Chay Garabedian, Gina M. Johnson, Elizabeth C. Dwyer, Robert A. Hines, John H. Newman, Sam Rosenberg, Curtis M. Shand, Michael S. Shuman, Raymond Shuman, Kathleen M. Anderson, Vanessa Webb, Loretta Gaudin, Richard W. Reed, David D. Thompson, John R. Thompson, C. Christy, Keith M. Dunham, Michael C. D. Jackson, Marisa Ward, Jeffrey Minkoff, Wendy M. Kruger, Thomas M. Tegen, Gabriel Negeles, Donald D. Mackinnon, Meredith Day and Robert J. Wimpsett.

ON BEHALF OF WICKEDON, the Corporation has signed this instrument to be signed and sealed this 5th day of April, 2004.

United States Fidelity and Guaranty Company  
Fidelity and Guaranty American Company  
Fidelity and Guaranty American Underwriters, Inc.



THOMAS E. HANCOCK, Assistant Secretary

My Commission expires the 1st day of July, 2004.



Helene Lady. Hokala.

**ANURITA SAKRIPOTOLA, Deputy Editor**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Standard Security 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. on September 2, 1925, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the selling and issuing of bonds and other securities of the Company, all bonds, indentures, mortgages and other instruments relating to said bonds may be signed, executed, and acknowledged by persons or committees appointed to execute the same to a Power of Attorney issued to members with full powers, said Power of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or in Absence Vice President, jointly with the Secretary or its Assistant Secretary, under their respective designations. The signatures of such officers may be engraved, printed or lithographed. The signatures of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any instrument relating thereto executed by the Company for purposes only of executing and attesting bonds and indentures and other securities in the name thereof, and appear to any holder or holder of such bonds, any such Power of Attorney or certificate having such facsimile signature or signatures and shall be valid and binding upon the Company, and any such power so executed and verified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or indenture in which it is so verified and sealed.

**ENGRAVED FACSIMILE**, that the Company shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued hereon, to execute and deliver on behalf of the Company and to sign the seal of the Company to any and all bonds and indentures, and other securities relating to the same, and any such instrument executed by such facsimile signature shall be as valid and binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Worthington, Assistant Secretary of Standard Security 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 Company, which is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have on my hand this 29 day of March, 1925.



*Thomas E. Worthington*  
Thomas E. Worthington, Assistant Secretary

To verify the authenticity of this Power of Attorney and to verify the seal of the Company, please refer to the Power of Attorney executed by the above-named officers and the facsimile of the seal of the Company is provided.



# RIDER

To be attached to and form part of Bond No. 490K2480

Issued on behalf of MOSAIC PHOSPHATE COMPANY as Principal, and in favor of MILLBROOK COUNTY, ALABAMA as Obligor.

It is agreed that:

- ☒ 1. The Surety hereby gives its consent to change the Name:

from: MOSAIC PHOSPHATE COMPANY  
to: MOSAIC FERTILIZER, LLC

- ☐ 2. The Surety hereby gives its consent to change the Address:

from:  
to:

- ☐ 3. The Surety hereby gives its consent to change the \_\_\_\_\_

from:  
to:

4. This rider shall become effective as of 8/18/2005

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated 8/18/2005.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Susan A. Welch  
Susan A. Welch Attorney-in-Fact

Accepted: \_\_\_\_\_ or MOSAIC FERTILIZER, LLC  
Obligor Principal

By: \_\_\_\_\_ By: [Signature]

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 16<sup>th</sup> day of September, 2005, before me, Kimberly Bragg, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh 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



The St Paul

POWER OF ATTORNEY

Standard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23548

Certificate No. 1504952

KNOW ALL MEN BY THESE PRESENTS That Standard Surety Company is a corporation duly 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 duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin, all of which are collectively called the "Companies", and that the Companies do hereby make, execute and affirm

James A. Cuthbertson, Susan A. Welch, Susan J. Proff, Sandra Martinez, Kathleen J. Miller, Linda Iyer, Karen Deibel, Robert E. Dutton, Patricia Thurmond, Geoffrey R. Hendon, Deborah Halper, Maria K. Osmicki, Daniel R. Smith, and Jovien M. Minot

of the City of Chicago Illinois, do hereby make, execute and affirm, in and to wit, to sign by name as security in, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the name 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 action or proceedings allowed by law, on the 27<sup>th</sup> day of September, 2002.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this

Standard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
City of Baltimore

On this 27<sup>th</sup> day of September, 2002, before me, the undersigned officer, personally appeared Peter W. Corman and Thomas E. Hurling, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Standard Surety 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., and that the seals affixed to the foregoing instrument are the corporate seals of said Companies and that they, as such, being authorized as to do, executed the foregoing instrument for the purposes therein provided by signing the names of the corporations by themselves as duly authorized officers.

PETER W. CORMAN, Vice President

THOMAS E. HURLING, Assistant Secretary

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 1st day of July, 2006.



REBECCA SULEYEVONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Christian 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. on September 3, 1935, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety 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-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either 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 each officer may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by litho to any Power of Attorney or to any certificate relating thereto appointing Attorney-in-Fact for purposes only of executing and causing to be signed and underwritten and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such litho signature or signatures and seal shall be valid and binding upon the Company, and any such power so executed and qualified by such litho signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking in which it is validly executed and

RESOLVED FURTHER, that Attorney-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued hereon, to execute and deliver on behalf of the Company and to cause the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and initialed by the Secretary of the Company.

I, Thomas E. Hurlburt, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Christian 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 effect, and has not been revoked.

IN TESTIMONY WHEREOF, I have hereon set my hand this 16th day of September, 1935.



*Thomas E. Hurlburt*  
Thomas E. Hurlburt, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-222-431-3199 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number the above-named individuals and the date of the bond in which the power is executed.



ST. PAUL FIRE AND MARINE INSURANCE COMPANY

License No. N/A

**RIDER**

To be attached to and form part of Bond No. 400KA3490.

Issued on behalf of MOSAIC PHOSPHATES COMPANY as Principal, and in favor of COUNTY OF HILLSBOROUGH, FLORIDA as Oblige.

It is agreed that:

- ☒ 1. The Surety hereby gives its consent to change the Name:

from: MOSAIC PHOSPHATES COMPANY  
to: MOSAIC FERTILIZER LLC

- ☐ 2. The Surety hereby gives its consent to change the Address

from:  
to:

- ☐ 3. The Surety hereby gives its consent to change the \_\_\_\_\_

from:  
to:

4. This rider shall become effective as of 03/16/06 :

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated 03/16/06 .

**ST. PAUL FIRE AND MARINE INSURANCE  
COMPANY**

By: Linda Iser  
Linda Iser,  
Attorney-in-Fact

Accepted: \_\_\_\_\_  
Obligee

or MOSAIC FERTILIZER LLC  
Principal

By: \_\_\_\_\_

By: [Signature]

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 16<sup>th</sup> 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



**The St Paul**

**POWER OF ATTORNEY**

Seaboard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 24102

Certificate No. 1982458

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly 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 duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty 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

James A. Cuthbertson, Susan A. Welsh, Susan J. Preiksa, Sandra Martinez, Kathleen J. Meiles,  
Linda Isor, Karen Daniel, Robert E. Duncan, Patricia Thurmond, Geoffrey E. Heekin, Marcia K.  
Casafsky, Daniel R. Smith, Joellen M. Mendoza and Patricia M. Doyle

of the City of Chicago, State Illinois, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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 sealed this 11th day of November, 2003

Seaboard Surety 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  
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
City of Baltimore

On this 11th day of November, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Hurbroter, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety 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.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 1st day of July, 2006.



*Rebecca Basley-Onokala*

REBECCA BASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety 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. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety 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 pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either 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 Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, 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 upon the Company with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and 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 as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Hultberg, Assistant Secretary of Seaboard Surety 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 effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 16th day of March, 2006



*Thomas E. Hultberg*  
Thomas E. Hultberg, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-425-3289 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

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

**VERIFICATION CERTIFICATE FOR  
INDEFINITE TERM SURETY BOND**

THIS IS TO CERTIFY that Bond No. 400KA3480 by ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY  
dated 8/1/2001, in the amount of \_\_\_\_\_  
Fifty Three Million Nine Hundred Four Thousand and 00/100 Dollars (\$53,904,000.00) on behalf of  
MOSAIC FERTILIZER LLC (as Principal) in  
favor of HILSDROUGH COUNTY, FLORIDA (as  
Obligee), covers a term which began on 8/24/2013, and ends only with the  
cancellation of said bond or other legal termination thereof; and that the said bond  
remains in effect, subject to all its agreements, conditions and limitations.

Signed, Sealed and Dated 1-20-14.

ST. PAUL FIRE AND MARINE INSURANCE  
COMPANY

By: [Signature]  
Sandra M. Winkler, Attorney-In-Fact

### ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS

On this 20<sup>th</sup> 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 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.

James R. O'Leary  
Notary Public in the State of Illinois  
County of Cook

*[Faint handwritten notes at the bottom of the page]*

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

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty 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 Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227503

Certificate No. 005748970

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, 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 corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (hereinafter collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Harkin, James B. McTaggart, Jennifer L. Sokolich, Judith A. Lucky-Edimov, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nuwak, Susan A. Welsh, Melissa L. Fortier, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, 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 2nd day of January, 2014.

Farmington Casualty 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 Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford to.

By Robert L. Rusey  
Robert L. Rusey, Senior Vice President

On this the 2nd day of January, 2014, before me personally appeared Robert L. Rusey, who acknowledged himself to be the Senior Vice President of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized to do so, 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, 2016.



Maria C. Tetreault  
Maria C. Tetreault, Notary Public

50440-6-12 Printed in U.S.A.

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

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 Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety 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, 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 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 facsimile in 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 ratified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty 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 Casualty and Surety Company, Travelers Casualty 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 Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of June, 2011

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Clint C. Freeland, Senior Vice President and Chief Financial Officer, and Ok Azie, Vice President and Treasurer of Mosaic Fertilizer, LLC, a corporation authorized to conduct business in the State of Florida, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

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

IN WITNESS WHEREOF, I have hereto set my hand and the seal of said Company this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Phil Bauer  
Senior Vice President, General Counsel  
and Corporate Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Clint C. Freeland, Senior Vice President and Chief Financial Officer, Phil Bauer, Senior Vice President, General Counsel and Corporate Secretary, and Ok Azie, Vice President and Treasurer of Mosaic Fertilizer, LLC, a corporation authorized to conduct business in the State of Florida, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
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

Page 1 of 1

DATE (MM/DD/YYYY)  
10/31/2022

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).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Mosaic Fertilizer LLC Attn: Mike Bishop, Director Risk Mgmt. 101 East Kennedy Blvd., Suite 2500 Tampa, FL 33602	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER C: Everest Reinsurance Company</td><td>26921</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Lexington Insurance Company	19437	INSURER C: Everest Reinsurance Company	26921	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Everest Reinsurance Company	26921														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W26547146**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY 308509 21	10/22/2021	10/22/2024	EACH OCCURRENCE \$ 3,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0				
		MED EXP (Any one person) \$ 0				
		PERSONAL & ADV INJURY \$ 3,000,000				
					GENERAL AGGREGATE \$ 6,000,000	
					PRODUCTS - COMP/OP AGG \$ 3,000,000	
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		62785265	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	MWC 314150 22	10/22/2022	10/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 3,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 3,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 3,000,000				
C	Excess Liability		B080119782022	10/22/2022	10/22/2023	See Attached

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.

Umbrella/Excess Follows Form.

**CERTIFICATE HOLDER**

Hillsborough County BOCC  
County of Hillsborough, State of Florida  
Planning & Growth Management Dept.  
601 East Kennedy Boulevard, 19th Floor  
Tampa, FL 33601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NAMED INSURED: The Mosaic Company**  
**US CARRIER SCHEDULE EFFECTIVE 10/22/2022 to 10/22/2023**

Insurer	Policy Number	Layer	Capacity
<b>Excess Liability</b>			
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
			\$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:

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

## Endorsement #2

This endorsement effective 12:01 a.m. 22<sup>nd</sup> 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:

1. 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;
2. 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
3. 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:

- i. 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:

- i. 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, however, 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;
- v. 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)

