



Agenda Item Cover Sheet

Agenda Item N^o. _____

Meeting Date February 9, 2021

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: 2020-2021 Financial Responsibility Agreement between Hillsborough County and Mosaic Fertilizer, L.L.C.			
Department Name: Environmental Management Division			
Contact Person: Kevin Moran		Contact Phone: (813) 309-3073	
Sign-Off Approvals:			
George B. Cassady 1/29/2021		Kevin Moran Jan. 21, 2021	
Assistant County Administrator Date		Department Director Date	
Kevin Brickey 1/22/2021		Nancy Takemori 1/22/2021	
Management and Budget – Date		County Attorney – Date	
Approved as to Financial Impact Accuracy		Approved as to Legal Sufficiency	
Lucia E. Garsys 1/29/2021			
Deputy County Administrator Date			

Staff's Recommended Board Motion:

Approve Mosaic Fertilizer, L.L.C.'s updated Financial Responsibility Agreement. This is an annual recalculation of Mosaic's Financial Responsibility based on current rates of mining and reclamation. This Financial Responsibility Agreement protects the citizens of Hillsborough County from financial impacts of adverse environmental impacts 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 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.

Included with this Agenda Item are the Staff Review of the required Annual Reports for the Development of Regional Impact #80 Big Four Mines, Development of Regional Impact #263 Consolidated Mines and Operating Permit # 82-1 Hopewell Mines. These reviews are completed to determine the status of the mining activities and to monitor the reclamation activities.

List Attachments: Annual Reports for Development of Regional Impact # 80 Big Four Mines, Development of Regional Impact #263 Consolidated Mines and Operating Permit # 82-1 Hopewell Mine, and Financial Responsibility Agreement by and between Mosaic Fertilizer, L.L.C. and Hillsborough County



Via Email
July 30, 2020

Mr. Michael Stevenson, P.G.
Senior Hydrologist
Hillsborough County Development Services Department
P.O. Box 1110
Tampa, FL 33601

Re: Mosaic Fertilizer, LLC – Hillsborough County Mines Financial Responsibility (2020)

Dear Mr. Stevenson:

Attached is Mosaic's draft financial responsibility for the Big Four, Hopewell, and Hillsborough County Consolidated Mines through June 30, 2020.

This comprehensive financial responsibility agreement in the total amount of \$135,356,461.30 includes (1) an Environmental Liability Insurance Policy in the minimum amount of \$43,000,000, (2) a Reclamation Surety Bond in the amount of \$83,328,755.20 and (3) a Corporate Guarantee from the Mosaic Company of Delaware in the amount of \$9,027,706.10 to cover the 1,450.7 acres of EPC wetland mitigation constructed but not yet released at \$6,223 per acre (per the Land Development Code (LDC) Text Amendment approved October 2019 and the December Week 1 2019 1.8 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 10/22/2020 and is renewed annually. The renewal will be provided to the County on or before 10/22/2020.)*
2. Reclamation Surety Bond [Increase] - Proposed increase for the existing bond in the amount of \$81,407,384.60 to \$83,328,755.20 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

\$82,115,270.20. Additionally, projected mining for the 2020-2021 report period is also included in the existing bond in the amount of \$1,213,485.00.

3. Corporate Guarantee [Increase]. The projected Corporate Guarantee will be in the amount of \$9,027,706.10 for the 2020-2021 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 2020-2021 Annual Report calculated responsibility for the County's review and approval.

The draft 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 draft document and financial assurance is approved by the County Board of County Commissioners (BOCC). In addition, the latest available financial statements and information can be downloaded or viewed at www.mosaicco.com under the category of Investors.

Please do not hesitate to contact me at Angel.wynn@mosaicco.com should you have any questions or need additional information regarding the enclosed.

Sincerely,



Angel Wynn
Permit Specialist Mosaic Fertilizer, LLC

Enclosures

Cc: Nancy Takemori Esq. - Hillsborough County (via email)
Jeff Greenwell – Hillsborough County (via email)
Russell Schweiss - Mosaic (via email)
Jon Faletto - Mosaic (via email)
Gary Blitch - Mosaic (via email)
Laura Morris - Mosaic (via email)
Bill Brammell - Mosaic (via email)
Sandy Adams - Mosaic (via email)

A. Financial Responsibility Prior to July 1, 2020			
I.	Acres Mined and Not Reclaimed Through Permanent Re-vegetation		
a.	Lands Mined (less b., c. & d.)*		
	Hillsborough County Mines	12,670.0	
	Hopewell	520.4	
	Big Four	<u>0.0</u>	
	Sub-total	13,190.4	
	13,190.4 X \$6,226		\$82,083,859.20
b.	Reclamation Complete Through Permanent Re-vegetation and in One Year Establishment		
	Hillsborough County Mines	101.0	
	Hopewell	0.0	
	Big Four	<u>0.0</u>	
	Sub-total	101.0	
	101.0 X \$311		\$31,411.00
c.	Reclamation complete Beyond One-Year Establishment Period		
	Hillsborough County Mines	7,256.0	
	Hopewell	631.0	
	Big Four	<u>9.0</u>	
	Sub-total	7,896.0	
	7,896.0 X \$0		\$0.00
d.	EPC Wetland Mitigation – Constructed, Not Released		
	Hillsborough County Mines	1,376.0	
	Hopewell	44.6	
	Big Four	<u>30.1</u>	
	Sub-total	1,450.7	
	1,450.7 X \$6,223		\$9,027,706.10
II.	Largest Capacity Clay Settling Area (F-4 Above Ground Pond – Design Capacity 43,000 ACFT) 43,000 X \$1,000		\$43,000,000.00
ESTIMATED TOTAL LIABILITY TO JULY 1, 2020			\$134,142,976.30
B. Estimated Financial Responsibility July 1, 2020 to June 30, 2021			
I.	Area to be Mined		
	Hillsborough County Mines	195	
	Hopewell	0	
	Big Four	<u>0</u>	
	Sub-total	195	
	195 X \$6,223		\$1,213,485.00
ESTIMATED TOTAL LIABILITY AT JUNE 30, 2021			\$135,356,461.30

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 June 9, 2020 the County approved the Annual reports for the Hillsborough County Mines, Big Four Mine and Hopewell Mine, and also approved MOSF's Financial Responsibility for the period 2019-2020, 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) \$6,223.00 for each acre of land to be mined in the year following the anniversary date of the issuance of the Operating Permit, and
- (2) \$6,223.00 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) \$311.00 for each mined acre of land within the first year after initial planting of permanent native and/or agricultural vegetation, and
- (4) \$6,223.00 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) \$1,000.00 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 \$6,223.00 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.

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, \$135,356,461.30.

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) \$6,223.00 for each mined acre not reclaimed through the initial planting of permanent native and/or agricultural vegetation as required by the Mining Approvals;
 - (b) \$311.00 for each mined acre within the first year after initial planting of permanent native and/or agricultural vegetation;
 - (c) \$6,223.00 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) \$6,223.00 for each acre of land estimated to be mined during the 2020-2021 Mining Year.

Liquidated damages for the failure of any dam, spillway or other outlet structure shall be \$1,000.00 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 2020-2021, MOSF's total financial responsibility shall not exceed \$135,356,461.30, 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) 13,190.4 acres mined and not reclaimed through the initial planting of permanent native and/or agricultural vegetation at \$6,223 per acre = \$82,083,859.20;
 - (b) 101.0 acres in first year of establishment after the initial planting of permanent native and/or agricultural vegetation at \$311 per acre = \$31,411.00;
 - (c) 1,450.7 acres of EPC wetland mitigation that has been constructed but not yet released at \$6,223 per acre = \$9,027,706.10;
 - (d) 43,000 acre-feet of above grade storage capacity for the largest active clay settling area at \$1,000 per acre-foot = \$43,000,000.00; and
 - (e) 195 acres of land estimated to be mined during the 2020-2021 Mining Year at \$6,223 per acre = \$1,213,485.00.

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 \$83,328,755.20 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 \$9,027,706.10 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 2020-2021 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 \$43,000,000.00 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 _____, 2020, 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: Pat Frank, 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 Mark J. Isaacson, 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 _____, 2020.

By: _____
Mark J. Isaacson
Senior Vice President, General Counsel
and Corporate Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Subscribed and sworn to before me this ____ day of _____, 2020

Notary Public

386549

EXHIBIT A
(Reclamation Surety Bond)
UPDATED 2020-21 BOND TO BE PROVIDED ONCE
APPROVED BY COUNTY

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
 (Principal)
and in favor of HILLSBOROUGH COUNTY, FLORIDA
 (Obligee)

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

The bond amount shall be amended:

FROM: \$88,516,713.50

TO: \$81,407,384.60

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

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

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

MOSAIC FERTILIZER, LLC
(Principal)

By: _____



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

By: _____


Sandra M. Winsted, Attorney-in-Fact



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

POWER OF ATTORNEY

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

day of






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 12th day of March, 2019 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

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



Notary Public in the State of Illinois
County of Kane





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers 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, the Treasurer, any Assistant Treasurer, the Corporate Secretary, any Assistant Secretary, 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 12 day of March 2019




 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
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)

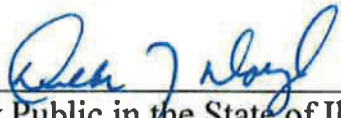
By: Sandra M. Winsted
Sandra M. Winsted, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 31st day of July, 2017 before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

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



Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
DEBRA J. DOYLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
FEBRUARY 21, 2018



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 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 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. Raney, Senior Vice President

On this the 27th day of April, 2017, 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. 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 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 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 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, 2017


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. 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 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of MOSAIC PHOSHATES COMPANY
(Principal)

and in favor of HILLSBOROUGH COUNTY, FLORIDA
(Obligee)

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

The bond amount shall be amended:

FROM: \$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: _____

(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

By: _____

Sandra M. Winsted, Attorney-in-Fact

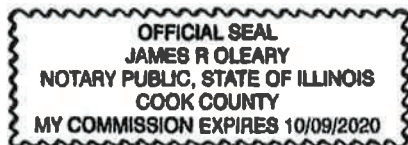
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th 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. 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 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
 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. 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 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 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 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 20th day of December, 2016


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. 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 PHOSHATES COMPANY
(Principal)

and in favor of HILLSBOROUGH COUNTY, FLORIDA
(Obligee)

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

The Bond amount shall be amended:

FROM: \$54,459,917.00

TO: \$53,856,798.00

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

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

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

MOSAIC FERTILIZER, LLC
(Principal)

By: _____

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
(Surety)

By: _____


Sandra M. Winsted, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

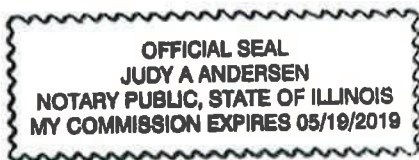
STATE OF ILLINOIS
COUNTY OF COOK

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





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-Eftimov, 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. Raney
Robert L. Raney, Senior Vice President

On this the 20th day of May, 2015, 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, 2016.



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 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 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 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.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 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: _____
(Principal)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
(Surety)

By: _____

Sandra M. Winsted , Attorney-in-Fact

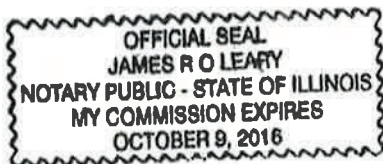
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

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

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


Notary Public in the State of Illinois
County of Cook



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. 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-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, and Melissa L. Fortier

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 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. Rancy
 Robert L. Rancy, Senior Vice President

On this the 6th day of August, 2014, before me personally appeared Robert L. Rancy, 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

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 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 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, Assistant Secretary



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

RECLAMATION SURETY BOND

BOND NO. 400KA3490

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

The acceptance of this bond, and the reliance upon it by the 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, 2nd Floor, Tampa, FL 33602. It is agreed and understood; however, that the liability of the surety under this bond shall in no way exceed the amount of this bond regardless of the number of years it may remain in force or be renewed.

(This space was intentionally left blank)

IN WITNESS WHEREOF, the above-bounded parties have caused this instrument to be executed in their respective names and their corporate seals to be hereunto affixed this 18th day of July, 2001.

WITNESS

IMC PHOSPHATES COMPANY

BY: Maven GULL

BY: [Signature]

Title: Vice President, IMC Phosphates MP, Inc.

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. QUALLS (name of officer or agent) VICE PRESIDENT (title) of IMC PHOSPHATES MP, INC. (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

MARSHA T. VAUGHN

Name (typed, printed or stamped)

NOTARY PUBLIC

Title

WITNESS

ST. PAUL FIRE AND MARINE
INSURANCE COMPANY

BY: *Janette Savage*

BY: *Susan A. Welsh*
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). He/she is personally known to me.

Kathleen J. Mailes
Signature

Kathleen J. Mailes
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. Preiksa, Mary C. O'Leary, Sandra Martinez,
Kathleen J. Mailes, Linda Iser and Karen Daniel

Chicago

Illinois

of the City of _____, State _____, 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.



John F. Phinney
JOHN F. PHINNEY, Vice President

Thomas E. Huitbregtse
THOMAS E. HUITBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 8th day of January, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huitbregtse, 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 Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

[illegible][illegible]

the above-mentioned information is correct, it is not possible to determine the exact date of the above-mentioned information.

THIS POLICE
ATTORNEY IS
WITHOUT THE RE
BORDER



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 IMC Phosphates Company as Principal, and in favor of County of Hillsborough, Florida as Obligor.

It is agreed that:

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

from: IMC Phosphates Company
to: Mosaic Phosphates 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 31, 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 31, 2005.

St. Paul Fire and Marine Insurance Company

By: Erik Janssens

Erik Janssens
Attorney-in-Fact

Accepted: _____

Obligor

or

Mosaic Phosphates Company

Principal

By: _____

By: [Signature]

RECEIVED

APR 04 2005
PLANNING & GROWTH
MANAGEMENT

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.

24215

Certificate No. 2074299

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:

Deight F. Miller, David C. Backs, Julie B. Egle, Carol K. Tardoff, Eugene Brown, Adela M. Kovach, Grace Villmaral, Gail Schroeder, Rebecca L. Dauphin, Barbara J. Bailey, Cindy Goettinger, Gina M. Donato, Meredith C. Cavall, Thomas A. Pletzer, Erik J. Jurek, Jane Bronson, Carrie M. O'Neal, Michael Dammwood, Rosemary Mulvan, Kathleen M. Anderson, Vanessa Siro, Lela Catilano, Robert W. Spear, David Denovon-Schager, John Fay, Lawrence R. Cornish, Keith R. Dordick, Marlene D. Rangan, Maria Hurd, Jeffrey Malachuk, Kristy M. Kruger, Thomas N. Tague, Gabriel Jacques, Brenda D. Mockberger, Meredith Day and Kristin J. Warynski

of the City of Naperville, 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 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 action or proceedings allowed by law,

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2004

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

PETER W. CARMAN, Vice President

THOMAS E. HUBBROTTE, Assistant Secretary

On this 5th day of April, 2004, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Hubbrotte, 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 so, executed the foregoing instrument for the purpose 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 31st day of July, 2006.



Rebecca Bailey-Onokala

REBECCA BAILEY-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, 1993, 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 each officer may be engraved, placed 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 verified 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 R. Hulbregt, 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 3 day of March, 1995.



Thomas R. Hulbregt
Thomas R. Hulbregt, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3323 and ask for the Desk of Attorney Clark. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.



RIDER

To be attached to and form part of Bond No. 400KA3480

Issued on behalf of MOSAIC PHOSPHATES COMPANY as Principal, and in favor of HILLBOROUGH COUNTY, FLORIDA as Obligor.

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 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. Welsh
Susan A. Welsh Attorney-in-Fact

Accepted: _____
Obligor

or MOSAIC FERTILIZER, LLC
Principal

By: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 16th 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

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. **23548**

Certificate No. **1504952**

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, concur and appoint

James A. Cutlbertson, Susan A. Welsh, Susan J. Profska, Sandra Martinez, Kathleen J. Maffes, Linda Iser, Karen Daniel, Robert E. Duncan, Patricia Thurmond, Geoffrey E. Heckin, Deborah Halper, Marcia K. Casafsky, Daniel R. Smith, and Joellen M. Mendoza

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 for 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 27th day of September, 2002

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 27th day of September, 2002, before me, the undersigned officer, personally appeared Peter W. Cannon 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 to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

PETER W. CANNON, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

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



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. Hulbregt, 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 September, 2005




Thomas E. Hulbregt, Assistant Secretary

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



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 Obligees.

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,
Attorney-in-Fact

Accepted: _____

Obligee

or

MOSAIC FERTILIZER LLC
Principal

By: _____

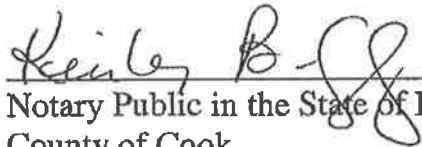
By: _____

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

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

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


Notary Public in the State of Illinois
County of Cook





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.

24102

Power of Attorney No.

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. Mailes,
Linda Iser, Karen Daniel, Robert E. Duncan, Patricia Thurmond, Geoffrey E. Heekin, Marcia K.
Cesafsky, 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 his 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.



PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

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. 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 1st day of July, 2006.



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. Huibregtse, 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. Huibregtse

Thomas E. Huibregtse, Assistant Secretary

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

THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**VERIFICATION CERTIFICATE FOR
INDEFINITE TERM SURETY BOND**

THIS IS TO CERTIFY that Bond No. 400KA3490 by ST. PAUL FIRE AND MARINE
INSURANCE COMPANY
, dated 6/1/2001, in the amount of
Fifty Three Million Nine Hundred Four Thousand and 00/100 Dollars (\$53,904,000.00) on behalf of
MOSAIG FERTILIZER, LLC (as Principal) in
favor of HILLSBOROUGH COUNTY, FLORIDA (as
Obligee), covers a term which began on 9/24/2013, 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: 


Sandra M. Winsted, Attorney-In-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

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

2014 JAN 20 PM 4:11
JAMES R. O'LEARY
NOTARY PUBLIC
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. 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 (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Erimov, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nowak, 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 ss.

By

Robert L. Rukey, Senior Vice President

On this the 2nd day of January, 2014, before me personally appeared Robert L. Rukey, 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 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

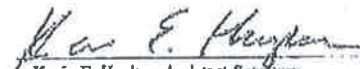
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 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 October, 2007


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

2020-21 BOND RIDER PLACEHOLDER

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 June 9, 2020 the County approved the Annual reports for the Hillsborough County Mines, Big Four Mine and Hopewell Mine, and also approved MOSF's Financial Responsibility for the period 2019-2020, 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 \$9,027,706.10. The amount shall be based upon the following calculation:
 - a) \$6,223.00 per acre at 1,450.7 acres of EPC wetland mitigation that has been constructed but not yet released = \$9,027,706.10.
- 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 2020-2021 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 _____, 2020, 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: Pat Frank, 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 Mark J. Isaacson, 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 _____, 2020.

By: _____
Mark J. Isaacson
Senior Vice President, General Counsel
and Corporate Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Subscribed and sworn to before me this ____ day of _____, 2020

Notary Public

EXHIBIT C
(Environmental Liability Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																						
INSURED Mosaic Fertilizer LLC Attn: Mike Bishop, Director Risk Mgmt. 101 East Kennedy Blvd., Suite 2500 Tampa, FL 33602		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C:</td> <td>Everest Reinsurance Company</td> <td>26921</td> </tr> <tr> <td>INSURER D:</td> <td>Hiscox Inc</td> <td>C5315</td> </tr> <tr> <td>INSURER E:</td> <td>Allied World Assurance Company US Inc</td> <td>19489</td> </tr> <tr> <td>INSURER F:</td> <td>Ascot Insurance Company</td> <td>23752</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:	Hiscox Inc	C5315	INSURER E:	Allied World Assurance Company US Inc	19489	INSURER F:	Ascot Insurance Company	23752
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COVERAGES

CERTIFICATE NUMBER: W18713483

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.

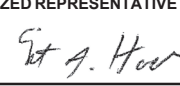
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MWZY 308509 20	10/22/2020	10/22/2021	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			62785265	10/22/2020	10/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MWC 314150 20	10/22/2020	10/22/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	B080119782U20	10/22/2020	10/22/2021	E.L. EACH ACCIDENT \$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No					E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
							E.L. DISEASE - POLICY LIMIT \$ 3,000,000
C	Excess Liability						\$15,000,000 XS \$10,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

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

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Mosaic Fertilizer LLC Attn: Mike Bishop, Director Risk Mgmt. 101 East Kennedy Blvd., Suite 2500 Tampa, FL 33602	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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.

INSURER AFFORDING COVERAGE: Hiscox Inc

NAIC#: C5315

POLICY NUMBER: B080120924U20

EFF DATE: 10/22/2020

EXP DATE: 10/22/2021

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Excess Liability

\$10,000,000 Part of

\$25,000,000 XS of

\$25,000,000

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc

NAIC#: 19489

POLICY NUMBER: C066493/001

EFF DATE: 10/22/2020

EXP DATE: 10/22/2021

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Excess Liability

\$10,000,000 Part of

\$25,000,000 XS of

\$25,000,000

INSURER AFFORDING COVERAGE: Ascot Insurance Company

NAIC#: 23752

POLICY NUMBER: RA20QQ577C1X

EFF DATE: 10/22/2020

EXP DATE: 10/22/2021

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Excess Liability

\$5,000,000 Part of

\$25,000,000 XS of

\$25,000,000

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. 22nd October 2020

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)



Hillsborough
County Florida

A report presented to the
Board of County Commissioners

on February 9, 2021

from
Public Utilities Department
Environmental Services Division

Regarding

BIG FOUR MINE DRI #80
2019/2020
ANNUAL REPORT OF OPERATIONS
AND
ANNUAL REVIEW OF COMPLIANCE

PETITION NUMBER: AR 20-1098, Big Four Mine DRI #80

BOCC MEETING DATE: February 9, 2021

PREPARATION DATE: December 7, 2020

ANNUAL REVIEW OF DEVELOPMENT ORDER COMPLIANCE ASSESSMENT

The Big Four Mine Development of Regional Impact #80 was approved by the Hillsborough County Board of County Commissioners on April 14, 1982. The development encompasses 5,940 acres and is located in southeastern Hillsborough County, extending 5 miles north of CR 674 and 2 miles west of the Polk-Hillsborough County Line. The project was approved for Phosphate Mining. The project's build out date was May 4, 2011.

Pursuant to the LDC Section 8.02.09, the phosphate mining permittee is required to submit an Annual Report of Operations containing a general review of mining operations and reclamation during the preceding reporting year and identify expected activities for the subsequent reporting year. The Annual Report of Operations submitted for the Big Four Mine project has been reviewed by the County and other applicable agencies for compliance with the terms and conditions of the Development Order, Operating Permit, and approved plans. The review generated no comments or recommendations and resulted in a finding that the Big Four Mine project is operating in compliance with all applicable requirements.

PROJECT STATUS

The developer of record is Mosaic Fertilizer, LLC, (Mosaic). The authorized agent is Russell T. Schweiss. The Development Order and Operating Permit have been amended four times.

Development this Reporting Year:

During this reporting year, the following development was reported:

Each year, Mosaic is required to furnish to the BOCC evidence of financial responsibility.

Mosaic's current year 2020/2021 proposed comprehensive (Hillsborough Consolidated Mines, Big Four Mine, and Hopewell Mine) financial responsibility agreement was reviewed, negotiated, and approved by Hillsborough County Business & Support Services Department. This comprehensive financial responsibility agreement in the total amount of \$135,356,461.30 includes (1) a Reclamation Surety Bond equal or greater than \$83,328,755.20, (2) an Environmental Liability Insurance Policy in the minimum amount of \$43,000,000, and (3) a Corporate Guarantee from the Mosaic Company of Delaware in the amount of \$9,027,706.10 to cover 1,450.7 acres of EPC wetland mitigation constructed but not yet released at \$6,223 per acre. The total amount of \$135,356,461.30 reported is based on the current level of the Reclamation Bond and Corporate Guarantee.

Phosphate mining was completed in the Big Four Mine during the report years 2007/2008.

All mine cut contouring and re-vegetation for the Big Four Mine has been completed. Maintenance of the reclamation in establishment will continue in all areas as required by the County, Hillsborough County Environmental Protection Commission (HCEPC), Florida Department of Environmental Protection (FDEP) and Army Corp of Engineers (ACOE). Only routine maintenance and supplemental plantings where required is proposed when required.

Since 1982, Mosaic and its predecessors, Mosaic Phosphates Company and IMC Phosphates Company have requested and obtained written reclamation release letters from the Florida Department of Environmental Protection (FDEP) for certain FDEP Logical Reclamation Units LRUs in the Big Four Mine. Per the 2019/2020 Annual Report, Mosaic provided FDEP LRU reclamation release letters for 599 acres at IMC-BF-ASP(2A) and for 729 acres at IMC-BF-ASP(3A) in this reporting period. Mosaic requested the County to

PETITION NUMBER: AR 20-1098, Big Four Mine DRI #80

BOCC MEETING DATE: February 9, 2021

PREPARATION DATE: December 7, 2020

provide reclamation release of the 599 acres at IMC-BF-ASP(2A), the 729 acres at IMC-BF-ASP(3A) and as well as the 43 acres of Not Mined/Not Disturbed areas within County designated Mining Units outside of FDEP LRUs and thus the 2019-2020 County total cumulative released acreage increased by 1,371 acres to 4,122 acres at the DRI-80, Big Four Mine.

Projected Development:

There is no mining in the Big Four Mine. Reclamation activities expected during the report year 2020/2021 include maintenance of reclamation as required by the County, Hillsborough County Environmental Protection Commission, Florida Department of Environmental Protection and Army Corps of Engineers.

PROJECT HISTORY

1. On May 19, 1976, the Hillsborough County Board of County Commissioners (BOCC) approved and issued Development Order No. 75-13-DRI (the "DRI"), Mine Operating Permit No. 75-MINE-3 (the "Operating Permit"), and Rezoning Petition No. 75-189 (the "Zoning") for the Big Four Mine to the Smith-Douglas Division of Borden Chemical, Borden, Inc. The DRI, Operating Permit and Zoning approvals authorized mining and mining related activities at the Big Four Mine.
2. On July 16, 1980, the BOCC adopted Resolution No. 80-554 which transferred the DRI and the Operating Permit from Borden to AMAX Chemical Corporation (AMAX).
3. On April 14, 1982, the BOCC adopted Resolution No.82-315, amending the DO to include approximately 200 additional acres.
4. On January 28, 1987, the BOCC adopted Resolution No. R87-0024, which transferred the DRI and Operating Permit, as amended, from AMAX to Mobil, with Mobil Corporation and Mobil Oil Corporation jointly providing a Corporate Guarantee to the BOCC to cover financial responsibility of the Big Four Mine.
5. On September 23, 1992, the BOCC determined that certain amendments were not a substantial deviation and adopted Resolutions No.R92-0243 and No.R92-0244; amending the Development Order 75-13-DRI and Operating Permit 75-Mine-3 respectively.
6. On October 8, 1996, the BOCC adopted Resolution No. 96-256, which among other things, approved and recognized IMC Agrico as the owner and developer of the Big Four Mine with all the rights and responsibility under the DRI, but maintained that all financial responsibility requirements for the Big Four Mine shall remain the responsibility of Mobil Corporation and Mobil Oil Corporation, until the transfer of the Operating Permit for the Big Four Mine.
7. On May 22, 2001, the BOCC adopted Resolution No. R01-104, which transferred the Development Order and Operating Permit from Exxon/Mobil (formerly known as Mobil Corporation) to IMC Phosphates Company (formerly known as IMC Agrico), with IMC Phosphates Company providing an acceptable financial security agreement, and absolving Mobil of all financial responsibility for the Big Four Mine.

PETITION NUMBER: AR 20-1098, Big Four Mine DRI #80

BOCC MEETING DATE: February 9, 2021

PREPARATION DATE: December 7, 2020

8. On May 22, 2001, the BOCC adopted Resolution No. R01-089, which extended the life of the Development Order to May 4, 2008, and provided that this effective period may be extended by the BOCC upon a finding of excusable delay in any proposed development activity.
9. On October 25, 2004, IMC Phosphates Company merged with Cargill Crop Nutrition and was renamed Mosaic Phosphates Company.
10. On July 29, 2005, Mosaic Phosphates Company merged with and into Mosaic Fertilizer, LLC.
11. On October 21, 2008, the BOCC adopted Resolution No. R08-173, which extended the life of the Development Order (DO) from May 4, 2008 to May 4, 2011, an extension of 3 years to correspond with the Florida Statue 380.06(19)(c) authorizing the build out / completion date. A previous amendment in 1992, application #392.10P, extended the DO from May 19, 1996 to May 4, 2001, an extension of four years, 11 months, and 15 days. A second previous amendment in 2000, application #1200.14P, extended the DO from May 4, 2001 to May 4, 2008, an additional extension of seven years.



**Hillsborough
County Florida**

A report presented to the
Board of County Commissioners
on February 9, 2021

from
Public Utilities Department
Environmental Services Division

Regarding

HOPEWELL MINE
OPERATING PERMIT #82-1
2019/2020
ANNUAL REPORT OF OPERATIONS
AND
ANNUAL REVIEW OF COMPLIANCE

Sign-Off Approvals	
Department Director	Date
Management and Budget – Approved as to Financial Impact Accuracy	Date
County Attorney – Approved as to Legal Sufficiency	Date
Assistant County Administrator	Date

- ☒ Consent Section – Informational purposes only. *(No discussion anticipated)*
☐ Consent Section – Board requested report. *(No discussion anticipated)*
☐ Staff Reports Section

PETITION NUMBER: 620.01P – Hopewell Mine Operating Permit 82-1
BOCC MEETING DATE: February 9, 2021
PREPARATION DATE: December 4, 2020

ANNUAL REVIEW OF DEVELOPMENT ORDER COMPLIANCE

The Hopewell Mine Operating Permit 82-1 was approved by the Hillsborough County Board of County Commissioners on June 23, 1982. The development encompasses 4,083 acres and is located in southeast Hillsborough County. The project is approved for Phosphate Mining and the project's build out date was 2018.

Pursuant to Section 8.02.09 of the Hillsborough County Land Development Code, a phosphate mining permittee is required to submit an Annual Report of Operations containing a general review of mining operations and reclamation during the preceding reporting year and identifying expected activity for the subsequent reporting year. The Annual Report of Operations submitted for the Hopewell Mine project has been reviewed by the County and other applicable agencies for compliance with the terms and conditions of the Development Order, Operating Permit and approved plans. The review generated no adverse comments or recommendations and resulted in a finding that the Hopewell Mine project is operating in compliance with all applicable requirements.

PROJECT STATUS

The developer of record is Mosaic Fertilizer LLC, (Mosaic). The authorized agent is Russell T. Schweiss. The Operating Permit has been amended six times and was valid through June 23, 2018. Phosphate mining was concluded at the Hopewell Mine on January 16, 2011. The Plant site demolition was completed as of December 2011, and all product removal from the plant stockpile was completed as of April 2012. The plant site and stockpile areas have been contoured and grassed as of June 2012.

Development this Reporting Year:

During this reporting year, the following development was reported:

Each year, Mosaic is required to furnish to the BOCC evidence of financial responsibility. Mosaic's current year 2020/2021 proposed comprehensive (Hillsborough Consolidated Mines, Big Four Mine, and Hopewell Mine) financial responsibility agreement was reviewed, negotiated, and approved by Hillsborough County Business & Support Services Department. This comprehensive financial responsibility agreement in the total amount of \$135,356,461.30 includes (1) a Reclamation Surety Bond equal or greater than \$83,328,755.20, (2) an Environmental Liability Insurance Policy in the minimum amount of \$43,000,000, and (3) a Corporate Guarantee from the Mosaic Company of Delaware in the amount of \$9,027,706.10 to cover 1,450.7 acres of EPC wetland mitigation constructed but not yet released at \$6,223 per acre. The total amount of \$135,356,461.30 reported is based on the current level of the Reclamation Bond and Corporate Guarantee.

Phosphate mining was completed in the Hopewell Mine on January 16, 2011.

PETITION NUMBER: 620.01P – Hopewell Mine Operating Permit 82-1
BOCC MEETING DATE: February 9, 2021
PREPARATION DATE: December 4, 2020

All mine cut contouring and re-vegetation for the Hopewell Mine has been completed. Maintenance of the reclamation in establishment will continue in all areas as required by the County, Hillsborough County Environmental Protection Commission (HCEPC), Florida Department of Environmental Protection (FDEP) and Army Corp of Engineers (ACOE). Only routine maintenance and supplemental plantings where required is proposed when required.

Since 1982, Mosaic Fertilizer, LLC and its predecessors, Mosaic Phosphates Company and IMC Phosphates Company have requested and obtained written releases from the Florida Department of Environmental Protection (FDEP) for certain FDEP Reclamation and Restoration Program Units in the Hopewell Mine. Per the 2019/2020 Annual Report, the FDEP has not provided any reclamation release letters in this reporting period, and Mosaic is not requesting any reclamation releases and the 2019-2020 County total cumulative released acreage remains 1,594.5 acres at the Hopewell Mine, Operating Permit 82-1.

Projected Development:

There is no mining in the Hopewell Mine. Reclamation activities expected during the report year 2020/2021 include maintenance of reclamation as required by the County, Hillsborough County Environmental Protection Commission, Florida Department of Environmental Protection and Army Corps of Engineers.

Reclamation for the HL-1 and HL-2 Clay Settling Areas are complete and have received FDEP release. Reclamation of the HL-3 was completed in April 2016, and abandonment was obtained from the FDEP Industrial Wastewater Group. All contouring and revegetation has been completed in HL-4.

PROJECT HISTORY

1. On June 23, 1982, the Hillsborough County Board of County Commissioners (BOCC) approved and issued Community Unit Rezoning Resolution No. C-U #82-223, and Mine Operating Permit No. 82-1 for the Hopewell Mine to the Hopewell Land Corporation. The Operating Permit and Zoning approvals authorized mining and mining related activities at the Hopewell Mine.
2. On July 6, 1983, the BOCC adopted Resolution No. R83-0079, amending provision 2 of Operating Permit No. 82-1 to read as follows:
"This Operating Permit shall remain in effect for a period of thirty (30) years from and after the date of its issuance provided that this term may be extended by this Board upon findings of excusable delay in any proposed mining or reclamation."
3. On October 3, 1989, IMC Fertilizer (Mosaic Fertilizer LLC predecessor in interest, hereinafter collectively referred to as "IMC") purchased most of the Hopewell Mine and entered into a lease for the remaining portion of the Hopewell Mine.

PETITION NUMBER: 620.01P – Hopewell Mine Operating Permit 82-1

BOCC MEETING DATE: February 9, 2021

PREPARATION DATE: December 4, 2020

4. On October 12, 1989, the BOCC approved the transfer of the Hopewell Mine Operating Permit, as amended, from Hopewell Land Corporation to IMC.
5. On July 10, 1990, the BOCC approved Personal Appearance PRS #90-0102 request to amend the General Site Plan (CU 82-223) to realign the phosphate mining boundary for the Hopewell Mine.
6. On June 13, 1991, the BOCC approved Personal Appearance PRS #90-0168 request to amend the General Site Plan (CU 82-223) to realign the phosphate mining boundary for the Hopewell Mine.
7. On June 10, 1997, the BOCC approved Resolution #R97-125 approving Major Modification MM #97-0070 request to amend the General Site Plan (CU 82-223) to allow development of a portion of the property for residential and commercial uses.
8. On December 12, 1999, the Zoning Administrator approved Minor Change #MC00-0229 request and on April 25, 2000, the BOCC approved an amendment to the Operating Permit #82-1 to add a 40 acres parcel zoned AM, which was not included in the CU zoning for the Hopewell Mine.
9. On March 12, 2002, the BOCC approved Resolution #R02-042 approving Personal Appearance PRS #01-0009 and the Phosphate Mining Application #1000.13P requests to amend the General Site Plan (CU 82-223) and the Operating Permit #82-1 to allow inbound and outbound truck shipments of phosphate product.
10. On October 25, 2004, IMC Phosphates Company merged with Cargill Crop Nutrition and was renamed Mosaic Phosphates Company.
11. On July 29, 2005, Mosaic Phosphates Company was renamed Mosaic Fertilizer, LLC.
12. On October 24, 2006, the BOCC approved Resolution Number R06-249, amending the Operating Permit #82-1, allowing the addition of a 532 acre parcel to the Hopewell Mine, extending the build out date from 2013 to 2018, increasing the allowable acres to be mined to 2,971, and increase the total phosphatic clay production. On October 24, 2006, the BOCC also approved PRS #05-1370, incorporating the changes to the Operating Permit #82-1, including allowing mining of areas formerly designated as mining setback areas.



**Hillsborough
County Florida**

A report presented to the

Board of County Commissioners

on February 9, 2021

from

Public Utilities Administration
Environmental Management Division

regarding

**HILLSBOROUGH CONSOLIDATED MINES
DRI #263
2019/2020
ANNUAL REPORT OF OPERATIONS
AND
ANNUAL REVIEW OF COMPLIANCE**

ANNUAL REVIEW OF DEVELOPMENT ORDER COMPLIANCE ASSESSMENT

The Hillsborough Consolidated Mines Development of Regional Impact #213 was approved by the Hillsborough County Board of County Commissioners on March 23, 1995, covering 53,388 acres. The Hillsborough Consolidated Mines Development of Regional Impact #263 Substantial Deviation (DRI #263) was approved on March 11, 2008 and decreased the size to 48,115 acres. Subsequent land acquisitions have increased the total area regulated by DRI #263 to 48,734 acres. The development is located in southeast Hillsborough County and approved for Phosphate Mining. The project's build out date is December 22, 2030.

Pursuant to LDC Section 8.02.09, the phosphate mining permittee is required to submit an Annual Report of Operations containing a general review of mining operations and reclamation during the preceding reporting year and identify expected activities for the subsequent reporting year. The Annual Report of Operations submitted for the Hillsborough Consolidated Mines project has been reviewed by the County and other applicable agencies for compliance with the terms and conditions of the Development Order, Operating Permit, and approved plans. The review generated no adverse comments or recommendations and resulted in a finding that the Hillsborough Consolidated Mines project is operating in compliance with all applicable requirements.

PROJECT STATUS

The developer of record is Mosaic Fertilizer, LLC, (Mosaic). The authorized agent is Russell T. Schweiss. The Development Order has been amended nine times.

Development this Reporting Year:

During this reporting year, the following development was reported:

Each year, Mosaic is required to furnish to the BOCC evidence of financial responsibility.

Mosaic's current year 2020/2021 proposed comprehensive (Hillsborough Consolidated Mines, Big Four Mine, and Hopewell Mine) financial responsibility agreement was reviewed, negotiated, and approved by Hillsborough County Business & Support Services Department. This comprehensive financial responsibility agreement in the total amount of \$135,356,461.30 includes (1) a Reclamation Surety Bond equal or greater than \$83,328,755.20, (2) an Environmental Liability Insurance Policy in the minimum amount of \$43,000,000, and (3) a Corporate Guarantee from the Mosaic Company of Delaware in the amount of \$9,027,706.10 to cover 1,450.7 acres of EPC wetland mitigation constructed but not yet released at \$6,223 per acre. The total amount of \$135,356,461.30 reported is based on the current level of the Reclamation Bond and Corporate Guarantee.

Phosphate mining continued in the Hillsborough Consolidated Mines with approximately 230.3 acres in the 2019/2020 report year. Reclamation activities during the 2019/2020 report year, included 1) Contouring, 391.5 acres, 2) Upland Planting, 195.6 acres, 3) Wetland Planting, 79.0 acres.

Since 1982, Mosaic and its predecessors, Mosaic Phosphates Company and IMC Phosphates Company have requested and obtained written reclamation release letters from the Florida Department of Environmental Protection (FDEP) for certain FDEP Logical Reclamation Units in the Consolidated Mines. Per the 2019/2020 Annual Report, Mosaic provided FDEP LRU reclamation release letters for 681.8 acres at IMC-FCL-PC(3) in this reporting period. Mosaic requested the County to provide reclamation

release of the 681.8 acres at IMC-FCL-PC(3) and thus the 2019-2020 County total cumulative released acreage increased by 681.1 acres to 6.476.1 acres at the DRI-263, Consolidated Mines.

Projected Development:

The total acreage expected to be mined in the Hillsborough Consolidated Mine during the report year 2020/2021 is approximately 195.1 acres. Reclamation activities expected during the report year 2020/2021 include 1) Contouring, 570 acres, 2) Upland Planting, 521 acres, and 3) Wetland Planting, 335 acres. Monitoring and maintenance of reclamation will continue as required by the County, Hillsborough County Environmental Protection Commission, Florida Department of Environmental Protection and Army Corps of Engineers.

SUMMARY OF DEVELOPMENT ORDER CONDITIONS

Conditions of approval apply only to that area as indicated by the paragraph codes.

Conditions Applying to the Extension Area Only [EXT]

Conditions Applying to All Areas of the [ALL]
Extension and Consolidated Phases

Conditions Applying to the Additional [ADD]
Acreage within the Consolidated Phase
(as defined on page 6 of Attachment A,
Composite Development Order and Operating
Permit for Hillsborough County Mines, Consolidation
and Extension Phase, Resolution #95-062)

Conditions Applying to the DRI 263 Addition Area Phase [DRI #263]

III.C.1 WATER MANAGEMENT and SUPPLY – GROUND WATER: [ALL] [DRI #263] IMC-Agrico's water use shall not exceed the amounts permitted by SWFWMD. IMC-Agrico shall copy PDMD with any requested modifications.

The water use is in compliance with the SWFWMD permit.

III.D.4 WATER MANAGEMENT – SURFACE WATER: [EXT] [ADD] [DRI #263]

In order to protect water quality in the watersheds of the Alafia River and the Little Manatee River, an Outstanding Florida Water, there shall be no degradation of water quality standards by surface water exiting the site. MOSF shall provide for a surface water quality monitoring program, to continue through reclamation, as required by Hillsborough County, FDEP and/or SWFWMD. This requirement must be based on just cause and be directly related to mine operation impacts. Modification of any monitoring program may be proposed by either the listed agencies or MOSF at any time for just cause, with approval for implementation by Hillsborough County PGMD. However, requests by MOSF to reduce monitoring programs or reduce or eliminate the parameters included in the program must be reviewed for consistency by the listed agencies and approved by Hillsborough County EPC. Currently established programs may be expanded to cover the Extension Area with the approval of Hillsborough

County PGMD. Any violation of Chapter 62-302, FAC determined to be caused by mining or related activities shall require corrective measures as set forth by the FDEP. The monitoring results shall be submitted to Hillsborough County, FDEP and SWFWMD in the annual report. (DO/OP)

IMC, predecessor to Mosaic, proposed a comprehensive surface water quality and quantity monitoring program in the Application for Development Approval, Fifth and Sixth Additional Information Submittals, dated July 1993 and December 1993. A comprehensive, surface water quality and quantity data and analyses monitoring report, using standard USGS developed methods, was developed and approved for inclusion as part of the 2003/2004 and all future Mosaic Consolidated Mines Annual Report.

III.G.1 FLOODPLAINS: [ALL] [DRI #263]

There shall be no mining in the 25-year floodplain. Mining within the 100-year floodplain is not prohibited, subject to appropriate state and local review and approval. (OP)

There has not been mining in the 25-year floodplain.

III.I.17 VEGETATION AND WILDLIFE: [EXT] [DRI #263]

All habitat restoration and reclamation of natural plant communities shall be done in accordance with the guidelines, success criteria and reporting requirements contained in the Hillsborough County Phosphate Mining Reclamation Manual as set forth in LDC Section 8.02.08.C.1 for future mining unit reclamation plans. (OP)

This manual was adopted by the BOCC on April 20, 2006, and Mosaic will abide by its reclamation criteria for all applications submitted after April 20, 2006. Mosaic is also constructing additional proposed Significant Upland Wildlife Habitat (SUWH) outside of the BOCC approved individual Mining Unit SUWH Mitigation Plans. While the County acknowledges receipt of these proposed SUWH restoration acres, the approved individual Mining Unit SUWH Mitigation Plans are in effect until if and when modified.

PROJECT HISTORY

1. On July 21, 1993, the Board of County Commissioners (BOCC) adopted Resolution No. R93-0170, granting the consolidation of IMC's existing approved mines (Lonesome, Kingsford, and Four Corners) in Hillsborough County into one mine (DRI-213, Hillsborough County Consolidated). The Development Order authorized changes to these mines (described below) during Phase I (also referred to as the "Consolidation Phase"). The changes to the original mines include the following: the removal of approximately 850 acres from the Lonesome Mine (LSM) site; the addition of 3,248 minable acres within the existing mines' boundaries; a revision to the mining schedule and equipment utilization; a time extension for mining; a revision to the clay and sand tailing storage areas and disposal methods; the approval of trucking as a method for transporting product from the plants; the addition of a railroad to connect all three mine plants; the upgrading of the Lonesome Plant operations; and additional 25-year floodplain, wetland and roadway crossings requirements.
2. On March 23, 1995, the BOCC adopted Resolution No. R95-062, amending the Development Order (DO) for the Hillsborough Consolidated Mines. This was Phase II, "the Extension Phase" of the project, and included the addition of 17,915 acres (14,706 minable acres). The

amendment also extended the mining schedule to 2018 (a cumulative four year extension); extended the reclamation schedule (a cumulative 11 year extension); extended the Development Order by 14 years; added nine new tributary floodplain crossings; and revised tailing and clay disposal plans, including the size, capacity and general locations of nine clay settling ponds in the Expansion area. The amendment indicates which conditions are applicable to which parts of the project. Generally, the conditions of the older DRI's are applicable to the added areas, unless superseded by stricter conditions. The Development Order expires on December 31, 2027.

3. On April 25, 1996, the BOCC adopted Resolution No. R96-120, amending the DO to include approximately 35 additional acres.
4. On January 13, 1998, the BOCC adopted Resolution No. R98-012, amending the DO to include approximately 157 additional acres.
5. On September 26, 2000, the BOCC adopted Resolution No. R00-223, amending the DO to include approximately 357 additional acres.
6. On February 11, 2003, the BOCC adopted Resolution No. R03-026, amending the DO to temporarily authorize a different destination for the approved Lonesome Mine plant truck traffic, so all 160 trucks may travel north on CR 39 from the Lonesome Mine Plant site to the Tampa Bay Water Regional Reservoir site.
7. On October 25, 2004, IMC Phosphates Company merged with Cargill Crop Nutrition and was renamed Mosaic Phosphates Company.
8. On January 25, 2005, the BOCC adopted Resolution No. R05-021, amending the DO to include the approval of the addition and siting of the Central Screening Station.
9. On July 29, 2005, Mosaic Phosphates Company merged with and into Mosaic Fertilizer, LLC.
10. On March 11, 2008, the BOCC approved the DRI No. 263 Substantial Deviation and adopted Resolution No. 08-047, amending the DRI Development Order, Operating Permit, and Master Mine Plan. The Development Order authorized among other things the addition of seven parcels containing approximately 1,540 acres to form the Hillsborough County Mines Addition Area - DRI #263 (hereinafter "DRI #263 Addition Area Phase"); the removal of approximately 7,251.5 acres from the Lonesome and Four Corners Mine boundaries; the addition of a mine infrastructure corridor, including expanded use of approved Stream Crossing "O", together with a deletion of Stream Crossings D, M, Q, R, S, and T that will now remain undisturbed; the revision of mining plans and incorporation of clay settling area siting plans conceptually approved by the HCEPC on April 26, 2005 and July 7, 2005, as part of the Life of Mines application for wetland impacts and mitigation approval as depicted on Map 38H-4, Revised Clay Settling Area Locations, 2006 Revisions to MMRP - Revised 5/31/07; the revision of reclamation plans that reflect these changes as well as the reclamation already completed in the DRI #213 area; the updating of DRI #213 Development Order conditions that have been satisfied or are no longer applicable; the updating of the approved methods for transporting product from the plants; the transfer of approved product shipments from Lonesome to Four Corners; and the updating of the product shipment destination points and deletion of certain destination points and route segments; and except for the amendments specified herein the previous DRI and Operating

Permit approvals and conditions set forth in the previous development orders shall remain in full force and effect.

11. On April 4, 2018, per Section 252.363, Florida Statutes and State of Florida Executive Order Numbers 17-204 and 17-260, the County recognized the extension of the Effective Period of Development Order from December 31, 2027 to December 22, 2030; Mining Completion Date from December 31, 2018 to December 22, 2021; and Reclamation Completion Date from December 31, 2026 to December 22, 2029.
12. On November 14, 2018, the BOCC adopted Resolution No. R18-0129, amending the requirement that the amount of clay produced in each county be disposed of in that county to allow existing clay settling areas (CSA) L-1, L-2, L-3, F-4, F-5, F-7 in Hillsborough County to accept clays from Hardee County until November 14, 2023.
13. On June 11, 2019, the BOCC adopted Resolution No. R19-082, amending the DO to remove 435 acres owned by Tampa Electric Company from the boundaries of DRI #263 and from the DRI #263 Composite Development Order and Operating Permit.